



AGENDA

March 15, 2023

AMENDED AGENDA

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

The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live on the City's website at roseville.ca.us/watch and roseville.ca.us/agenda, and the City's YouTube channel at youtube.com/CityofRosevilleCa.

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

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

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 Assistant City Clerk Helen Dreyer and City Clerk Carmen Avalos recommending the City Council approve the minutes of the February 15, 2023 City Council Meeting.

CC #: 2602

File #: 0102-03

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

Bids / Purchases / Services

6.2. Mike Shellito Indoor Pool Replastering Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Park Development Project Manager Joel De Jong and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve the plans and specifications for the Mike Shellito Indoor Pool Replastering Project and authorize staff to call for bids. The project scope of work includes the removal and replacement of the plaster and tiles for both pools, replacement of drain grates to meet current safety codes, and minor repairs to existing pool lights. The architect's estimate for construction is \$349,425. Funding for the project is provided through General Fund year-end surplus funds from the FY2020-21 budget.

CC #: 2586

File #: 0707

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

6.3. Sports Fencing Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Park Development Project Manager Joel De Jong and Parks, Recreation & Libraries Director Jill Geller recommending the City Council approve the plans and specifications for the Maidu, Central and Crabb Parks Sports Fencing Project and authorize staff to call for bids. The project scope of work includes the installation of new fencing on the sports fields and minor irrigation system adjustments to accommodate the new fences at the named parks. The architect's estimate for construction is \$501,160. Funding for the project is provided from a combination of \$250,000 in grant funds, provided by Placer Valley Tourism, and the balance through the City's General Fund Capital Reserve Fund.

CC #: 2585

File #: 0704-01

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

6.4. Pleasant Grove Wastewater Treatment Plant Microturbine Service and Maintenance - Sole Source Contract Purchase Agreement

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-091 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CAL MICROTURBINE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002756). Staff requests Council approval of a sole source contract purchase agreement with Cal Microturbine, who is Capstone Turbine Corporation's exclusive Authorized Distributer in California, to provide service and maintenance of the Capstone microturbines installed at the Pleasant Grove Wastewater Treatment Plant. The cost of services is \$130,317 a year over a 10-year period for a total cost of \$1,303,170. Funding for this agreement will be provided from the annual approved Wastewater Operations Fund budget for the Pleasant Grove Wastewater Treatment Plant.

CC #: 2584

File #: 0203-09

CONTACT: Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

6.5. Utility Exploration Center Exhibit Fabrication and Installation Project – Award of Design-Assist Construction Agreement

Memo from Associate Engineer Rana Moore and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-097 APPROVING A DESIGN-ASSIST CONSTRUCTION AGREEMENT, BY AND BETWEEN MOEY, INC., AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the award of a Design-Assist Construction Agreement to Moey, Inc. for the Utility Exploration Center Exhibit Fabrication and Installation project, as well as a smaller effort for the 116 S. Grant Street Tenant Improvements Project. The total contract value of the agreement with Moey Inc. is in the amount of \$1,391,980. Of this contract amount, \$1,387,570 is for the Utility Exploration Center (UEC) portion of the work, and \$4,410 is for the 116 S. Grant Street

Tenant Improvements Project. Additionally, this item requests approval for contract change order authority that could increase the contract amount by no more than 10% or \$139,198. Funding for both activities is included in the UEC Exhibit Fabrication and Installation Project budget and the Electric Fund.
CC #: 2595

File #: 0900-02 & 0900-03

CONTACT: Rana Moore 916-774-5581 rcmoores@roseville.ca.us

6.6. Electric Generation Vapor Compressor – Sole Source Purchase Order

Memo from Power Generation Superintendent Matthew Garner and Electric Utility Director Dan Beans recommending the City Council approve a sole source purchase order with American Compressor Company for two Howden Roots manufactured rotary lobe vapor compressors for a total amount not to exceed \$205,061.18. Funding is included in the Electric Department's FY2022-23 budget in the Electric Fund.

CC #: 2580

File #: 0203-07

CONTACT: Matt Garner 916-746-1691 mgarner@roseville.ca.us

6.7. Electric Bus Charging Equipment (RFQ 10-3338) – Contract Purchase Agreement

Memo from Buyer Becky Philipp and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending City Council adopt RESOLUTION NO. 23-087 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND VERDEK LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002718). Staff requests Council approve a contract purchase agreement with Verdek LLC to supply, deliver and commission electric bus charging equipment. The total award for the contract is \$861,847.74. Funding for this purchase comes from the Federal Transit Administration's Low or No Emission Vehicle Program grant. No General Fund resources will be used for the project.

CC #: 2577

File #: 0203-13

CONTACT: Becky Philipp 916-746-1110 bphilipp@roseville.ca.us

6.8. Fleet Services - Purchase Order Increases, Contract Purchase Agreement Amendment, Reject all Bids

Memo from Fleet Manager Brandy LeBeau and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-094 APPROVING CONTRACT PURCHASE AGREEMENT AMENDMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND STOMMEL, INC. DBA LEHR, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3001675); and adopt RESOLUTION NO. 23-095 REJECTING ALL BIDS FOR ELECTRIC VEHICLES (RFQ 10-3341). Staff requests Council authorize an increase to the sole source purchase order with Sherman and Reilly, in the amount of \$22,561 for

shipping, handling, and sales tax, for two (2) turret reel trailers for the Electric Department's construction and maintenance division; the revised total amount of the purchase order is \$319,375; approve a purchase order to Altec Industries Inc. for one (1) Altec LR860-E70 overcenter articulating aerial device utilizing Sourcewell contract# 110421-ALT in the amount of \$262,367; authorize an increase to Napa Ford purchase order utilizing bid RFQ 10-3335 Superduty trucks with utility or flatbed bodies in the amount of \$2,047, for modifications to the utility body; the total amount of the purchase order for eight (8) trucks is \$696,392; approve an amendment to the contract purchase agreement with Stommel Inc. dba LEHR to extend the contract's end date to Final Payment; and reject all bids for RFQ 10-3341 electric vehicles (EV) for the purchase of four (4) EV's. Funding for the Sherman Reilly sole source purchase order increase and the Napa Ford purchase order increase is included in the FY2022-23 Electric Fund budget. Funding for the Altec truck purchase is included in the FY2022-23 Fleet Replacement Fund budget.

CC #: 2591

File #: 0203-01 & 0203-21

CONTACT: Brandy LeBeau 916-774-5531 blebeau@roseville.ca.us

6.9. Pool Heater and Installation (RFQ 10-3340) - Contract Purchase Agreement

Memo from Buyer Sue Jessup and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-088 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND NATIONAL AQUATIC SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002726). Staff requests Council approve a contract purchase agreement with National Aquatic Services, Inc. as the lowest responsive and responsible bidder for RFQ 10-3340 for the purchase of a pool heater and installation. The Parks, Recreation & Libraries Department has a requirement to replace one swimming pool heater at the Roseville Aquatics Complex (RAC) that has surpassed its useful life. The total cost of the equipment, including tax, is \$127,928.86. Funding is included in the RAC Pool Heater Capital Improvement Project in the Parks, Recreation and Library Capital Projects Fund. Additionally, staff requests Council approve change order authority for a 10% contingency, for a total contract authority not to exceed \$140,721.75.

CC #: 2581

File #: 0203-10

CONTACT: Sue Jessup 916-746-1107 sjessup@roseville.ca.us

Resolutions

6.10. Depository Banking Services and Merchant Services - Approval of Agreements

Memo from Accounting Supervisor Kyle Horton and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-100 APPROVING A PRIMARY DEPOSITORY BANKING AND MERCHANT SERVICES AGREEMENT, INCLUDING ANY AND ALL RELATED IMPLEMENTING TERMS, FORMS, AND AGREEMENTS, BY AND BETWEEN THE CITY OF ROSEVILLE

AND U.S. BANK, N.A., INCLUDING ITS WHOLLY OWNED SUBSIDIARY, ELAVON INC., AND AUTHORIZING THE CITY MANAGER, OR ITS DESIGNEE, TO EXECUTE IT AND ANYTHING ELSE NECESSARY, INCLUDING ALL RELATED TERMS, AGREEMENTS, DOCUMENTS, AND AUTHORIZATIONS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a Primary Depository Banking and Merchant Services Agreement with U.S. Bank, N.A., including its wholly own subsidiary, Elavon Inc., for a three-year period with two optional one-year renewals. The estimated cost of the banking services, including merchant credit card processing services, is approximately \$100,000 per year for the initial term, and approximately \$110,000 per year for optional renewal years. An incentive value from U.S. Bank N.A. up to \$150,000 for the first year will offset any account analysis fees and other costs as outlined in the Primary Depository Banking and Merchant Services Agreement. The not-to-exceed total for the agreement is \$200,000 over the three (3) year period, a portion of which will be paid for by the General Fund. The cost of the remaining years of the services will be included in future proposed budgets, pending City Council approval.

CC #: 2599

File #: 0200

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

6.11. U.S. Bureau of Reclamation Section 215 Water Contract - Approval of Contract and Letter of Agreement

Memo from Assistant Environmental Utilities Director Sean Bigley and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-099 APPROVING A SECTION 215 WATER CONTRACT AND LETTER OF AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE UNITED STATES BUREAU OF RECLAMATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the execution of a Section 215 Water Contract with the U.S. Bureau of Reclamation (Reclamation) to allow for up to 4,200 acre-feet of non-storable flood control water from Folsom Reservoir to be scheduled by the City for purposes of groundwater recharge using the City's Aquifer Storage and Recovery Wells. The proposed Section 215 Water Contract will allow for recharge activity from March 1, 2023, through February 29, 2024. Additionally, this item requests that City Council authorize the City Manager to execute an accompanying Letter of Agreement (LOA) between the City and Reclamation to allow \$5,000 to be placed as a deposit to reimburse specified future work performed by Reclamation for the Section 215 Water Contract from March 1, 2023, through February 29, 2028. For FY2022-23, the \$5,000 LOA deposit will be paid from the FY2022-23 Purchased Water budget line item of the Water Treatment Plant Section budget, which is funded by the Water Operations Fund with revenue from water utility sales.

CC #: 2597

File #: 0800-02

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

6.12.2022 Housing Element Annual Progress Report and 2022 General Plan Annual Progress Report

Memo from Housing Manager Trisha Isom, Housing Analyst Sara Thornton, Senior Planner Lauren Hocker, and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-090 APPROVING THE 2022 HOUSING ELEMENT ANNUAL PROGRESS REPORT AND APPROVING THE 2022 GENERAL PLAN ANNUAL PROGRESS REPORT. Staff requests Council approve an annual informational report on the status of the annual progress reports for the Housing Element and the General Plan progress implementation, as required by the State of California. The staff cost to develop the progress reports was included in the FY2022-23 adopted budget. There is no impact to the City's General Fund.

CC #: 2583

File #: 0709-01

CONTACT: Trisha Isom 916-746-1239 tisom@roseville.ca.us

Sara Thornton 916-774-5295 srthornton@roseville.ca.us

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

6.13. Pleasant Grove Wastewater Treatment Plant Energy Recovery Project - California Energy Commission Grant and Loan Amendment

Memo from Senior Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-096 APPROVING THE CALIFORNIA ENERGY COMMISSION GRANT/LOAN AMENDMENT AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of the California Energy Commission (CEC) Grant Agreement Amendment 1 for the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project which extends the completion date for the project. There is no financial impact or change with the approval of this grant amendment as it is only related to the term of the grant. The CEC grant amount is for \$3,000,000 and requires matching funds of \$3,000,000. The Energy Recovery Project construction cost is \$24,744,537. Funding for the Energy Recovery Project is provided under the capital improvement projects for the South Placer Wastewater Authority (SPWA) which has been authorized by the SPWA board. The Energy Recovery Project is jointly funded between Roseville and the other SPWA Regional Partners. The SPWA's approved project funding is sufficient to pay the anticipated total cost of the Energy Recovery Project.

CC #: 2593

File #: 0800-02 & 0214

CONTACT: Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

6.14. Dry Creek Greenway East Phase 1 Trail Project - Professional Design Services Agreement Amendment

Memo from Associate Engineer Cathy Gosalvez and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-093 APPROVING A SECOND AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF

ROSEVILLE AND PSOMAS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a second amendment to the professional design services agreement with Psomas, Inc. for engineering and environmental permitting services for the Dry Creek Greenway East Phase 1 Trail Project. The project will construct a paved multi-use trail along Dry, Cirby, and Linda Creeks from Darling Way/Riverside Avenue to the existing Maidu Park Trail at Rocky Ridge Drive. The amendment to the agreement is for \$166,435. The Dry Creek Greenway East Trail Project is funded by federal, state and local sources: Solutions for Congested Corridors, Active Transportation Program, Congestion Mitigation and Air Quality, and Local Transportation Funds. No General Fund resources will be used for the project.

CC #: 2590

File #: 0721-05

CONTACT: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

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

6.15. Retirement of 2012 Series Electric System Revenue Refunding Certificates of Participation Bonds, Termination of Interest Rate Swap Agreement and Budget Adjustment

Memo from Interim Assistant Electric Utility Director Eric Campbell, Assistant City Manager/Chief Financial Officer Dennis Kauffman, and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 23-092 AUTHORIZING TERMINATION OF SWAP AGREEMENT RELATED TO A 2012 ELECTRIC SYSTEM OBLIGATION, AND APPROVING RELATED OFFICIAL ACTIONS; and adopt ORDINANCE NO. 6627 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff recommends Council authorize the retirement of the 2012 Series Electric System Revenue Refunding Certificates of Participation Bonds and termination of the associated interest rate swap, and approve a budget adjustment appropriating \$53,570,000 from the Electric Fund, including \$46 million from the Electric Rate Stabilization Fund. The recommended actions will reduce the Electric Department's outstanding debt, debt service, and the inherent risks with its associated interest rate swap.

CC #: 2589

File #: 0200 & 0201-01

CONTACT: Eric Campbell 916-413-3664 ecampbell@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

6.16. Royer Recreation Building (Children's Art Center) – Budget Adjustment

Memo from Design & Construction Project Manager Rjahja Canlas and Public Works Director Jason Shykowski recommending the City Council adopt ORDINANCE NO. 6628 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget

adjustment to reallocate \$174,000 in previously appropriated and unspent funds for the Royer Recreation Building, from the FY2020-21 Parks, Recreation and Libraries and Golf Courses - Renovation and Restoration Project to the Children's Art Center Project, in the Facility Rehabilitation Fund. No additional funding is being requested.

CC #: 2592

File #: 0704 & 0201-01

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

6.17. Staffing Changes

Memo from Human Resources Manager Linda Hampton and Human Resources Director Stacey Peterson recommending the City Council adopt ORDINANCE NO. 6629 AMENDING ORDINANCE NO. 6589, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES, AS AMENDED BY APPENDIX "F" TO BE EFFECTIVE MARCH 25, 2023, AS AN URGENCY MEASURE; and adopt ORDINANCE NO. 6630 AMENDING ORDINANCE 6582, THE SALARY ORDINANCE FOR PERSONNEL REPRESENTED BY THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245, AS AMENDED BY APPENDIX "C" TO BE EFFECTIVE MARCH 25, 2023, AS AN URGENCY MEASURE. The City engaged a consulting firm to conduct a job classification study of selected classes in the Parks, Recreation & Libraries (PRL) and Public Works departments. The study recommended adjustments to classifications to address recruitment challenges and support employee retention. In addition, Human Resources worked with PRL regarding some staffing changes to support their business needs. The recommended changes include the addition of 3.75 positions that will be funded through the elimination of one (1) limited-term position and two (2) 1500-hour temporary positions. Human Resources staff also recommend changes for the Electric Department including two (2) new classifications, a salary adjustment for one (1) classification to align salaries internally, and deletion of two positions vacated by a promotional process. The estimated total cost of the recommended position adjustments is \$82,148 for the remainder of FY2022-23 and \$305,120 annually ongoing. Of this amount, the General Fund impact is \$12,808 for the rest of FY2022-23 and \$47,573 annually ongoing.

CC #: 2594

File #: 0600-01

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

6.18. Electric Department Fiscal Year 2022-23 Mid-year - Budget Adjustment

Memo from Interim Electric Finance Administrator Joanna Cucchi and Electric Utility Director Dan Beans recommending the City Council adopt ORDINANCE NO. 6626 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a mid-year budget adjustment for the Electric Department. This budget adjustment includes both adjustments to the operating and capital budgets and will result in a net decrease to the Electric Fund

expenditure budget of \$3,490,262 and an increase to the Electric Fund available fund balance.

CC #: 2588

File #: 0800-03 & 0201-01

CONTACT: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

6.19. North Central Roseville Specific Plan Roadway Improvement Project - Budget Adjustment

Memo from Assistant Engineer Karen Vences and Public Works Director Jason Shykowski recommending the City Council adopt ORDINANCE NO. 6625 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve a budget adjustment in the amount of \$1,200,000 from the North Central Community Facilities District No. 1 Fund toward the Roseville Parkway Widening and Pleasant Grove Boulevard Triple Lefts Project (North Central Roseville Specific Plan Roadway Improvement Project). The recommended budget adjustment will augment the budget for staff time and professional services to complete project design for the widening of Roseville Parkway from Creekside Ridge Drive to East Gibson Drive from three lanes in each direction to four lanes, and provide triple left turn lanes on southbound Pleasant Grove Boulevard to eastbound Roseville Parkway. No General Fund resources will be used for this project.

CC #: 2587

File #: 0400-04-04 & 0201-01

CONTACT: Karen Vences 916-774-5412 kavences@roseville.ca.us

Ordinances (for second reading and adoption)

6.20. Second Reading - Military Equipment Policy

ORDINANCE NO. 6632 RENEWING CITY OF ROSEVILLE ORDINANCE 6463 AND READOPTING AND CONTINUING ROSEVILLE POLICE DEPARTMENT POLICY NO. 706, TITLED "MILITARY EQUIPMENT", for second reading and adoption.

CC #: 2598

File #: 0323-01

CONTACT: Doug Blake 916-746 1043 dblake@roseville.ca.us

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

Ceremonial Documents

6.21. Resolution - Keaton's Child Cancer Alliance 25th Anniversary

Commend Keaton for 25 years of outstanding service and dedication to the City of Roseville, and extend support for continued success.

CC #: 2600

File #: 0102-06

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

6.22. Resolution - Placer SPCA 50th Anniversary

Commend Placer SPCA for 50 years of outstanding service and dedication to the City of Roseville, and extend support for continued success in enhancing the lives of companion animals and supporting the human-animal bond.

CC #: 2601

File #: 0102-10

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

END OF CONSENT CALENDAR

7. ORDINANCES

7.1. Roseville Soccer Complex - Award of Design-Build Construction Agreement and Budget Adjustment

Memo from Park Planning & Development Manager Tara Gee and Parks, Recreation & Libraries Director Jill Geller recommending Council adopt RESOLUTION NO. 23-098 APPROVING A DESIGN-ASSIST CONSTRUCTION AGREEMENT, BY AND BETWEEN ROBERT A. BOTHMAN, INC. DBA ROBERT A. BOTHMAN CONSTRUCTION, INC., AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6631 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council award an agreement to Bothman Construction, Inc. in the guaranteed maximum price amount of \$45,873,259. Initial funding for the project was approved in FY2018-19. Staff also requests approval of a budget adjustment in the amount of \$5,781,268. The budget adjustment appropriates \$3,000,000 from the West Roseville Neighborhood Park Fund, \$1,500,000 from the West Roseville City-wide Park Fund and \$1,281,268 from repayment by Placer Valley Tourism of funds used in the early efforts of the Soccer Complex at a different location. Maintenance for this facility will be budgeted in the Parks, Recreation & Libraries operations budget. In August 2022, the Council approved the master plan for the Roseville Soccer Complex which included 10 lighted artificial turf soccer fields, a universally accessible playground and support features such as off-street parking, restrooms, shade structures, concession/officials room and walkways. A Request for Proposals was issued in September 2022 seeking qualified Design-Assist contractors to partner with the City and the Design Consultant, Verde Design Group, on this project. Responses to the Request for Proposals were received in late October 2022. Interviews with three submitting contractor companies were conducted in November 2022. Negotiations on a GMP began in December 2022 and concluded in January 2023.

CC #: 2596

File #: 0704 & 0201-01

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

8. PUBLIC HEARING

NOTICE TO THE PUBLIC

City Council, when considering the matter scheduled for hearing, will take the following actions:

1. Open the Public Hearing
2. Presentation by Staff
3. Presentation by applicant or Appellant
4. Accept Public Testimony
5. Appellant or Applicant Rebuttal Period
6. Close the Public Hearing
7. City Council Comments and Questions
8. City Council Action

In the future, if you wish to challenge in court any of the matters on this agenda for which a public hearing is to be conducted, you may be limited to raising only those issues, which you, or someone else raised orally at the Public Hearing or in written correspondence received by the City on or before the hearing.

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

8.1. HOUSING AUTHORITY/CITY COUNCIL – FY2023-24 Annual Plan

Memo from Housing Supervisor Suzi Cook-Turner and Economic Development Director Melissa Anguiano recommending the City Council, acting as the Board of Directors for the Housing Authority, adopt RESOLUTION NO. 1-23 APPROVING THE FY2023-24 ANNUAL PLAN. Staff requests the Housing Authority Board approve the FY2023-24 Annual Plan. This item does not create any additional cost to the City's General Fund.

CC #: 2578

File #: 0709-01 & 0103-03-02

CONTACT: Suzi Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us
Trisha Isom 916-746-1239 tisom@roseville.ca.us

8.2. Community Development Block Grant Program – 2022 Annual Action Plan Substantial Amendment, Community Development Block Agreement Amendment, and Rating and Ranking Guidelines

Memo from Housing Manager Trisha Isom and Economic Development Director Melissa Anguiano recommending the City Council adopt RESOLUTION NO. 23-084 APPROVING THE PROPOSED AMENDMENT TO THE 2022 ANNUAL ACTION PLAN; and adopt RESOLUTION NO. 23-085 APPROVING A FIRST AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PLACER VETERANS STAND DOWN, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-086 APPROVING THE CITY OF ROSEVILLE COMMUNITY

DEVELOPMENT BLOCK GRANT RATING AND RANKING GUIDELINES. Staff requests Council approval of a proposed Substantial Amendment to the 2022 Annual Action Plan, authorization for the City Manager to execute the First Amendment to Community Development Block Grant Agreement for Placer Veterans Stand Down Event, and approval of updated Rating and Ranking Guidelines for the Community Development Block Grant program. This will promote affordable housing and community development programs for low-income residents. This item does not impact the City's General Fund.

CC #: 2576

File #: 0113-02

CONTACT: Trisha Isom 916-746-1329 tisom@roseville.ca.us

8.3. Hydroelectric Adjustment - Roseville Municipal Code Update

Memo from Interim Electric Utility Financial Administrator Joanna Cucchi and Electric Utility Director Dan Beans recommending the City Council introduce for first reading ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION 14.24.052 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE REGARDING HYDROELECTRIC ADJUSTMENT. This Roseville Municipal Code updates the hydroelectric adjustment calculation to reflect forecasted energy deliveries and update the annual expected energy from hydroelectric resources from 222 Gigawatt-Hour (GWh) to 277 GWh. Depending on the year, this could result in increased or decreased revenue. However, the revenue received will be more aligned with the impacts related to hydroelectric generation.

CC #: 2579

File #: 0800-03

CONTACT: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

8.4. West Roseville Specific Plan Parcel F-22 (5251 Fiddymont Road) - Specific Plan Amendment and Development Agreement Amendment

Memo from Associate Planner Kinarik Shallow and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-089 AMENDING THE WEST ROSEVILLE SPECIFIC PLAN; and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING A TENTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE, AND JEN CALIFORNIA 15, LLC, TAYLOR MORRISON OF CALIFORNIA, LLC, AND WEST ROSEVILLE DEVELOPMENT COMPANY, INC. RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The project is a request for a Specific Plan Amendment to reallocate affordable housing units among West Roseville Specific Plan (WRSP) Parcels F-22A and F-22B. No changes to the overall WRSP unit count will be made. In addition, a Tenth Amendment of the Fiddymont Land Venture Development Agreement is requested to address the revised affordable housing allocations. The entitlements will facilitate development of an apartment complex on each parcel. The eventual construction of the apartment complex projects would generate revenue to the

City through the payment of development impact fees. The project is not anticipated to result in any negative impacts to the City's General Fund.

CC #: 2582

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

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

9. COUNCIL REPORTS / PUBLIC COMMENTS

10. ADJOURNMENT



COUNCIL COMMUNICATION

CC #: 2602
File #: 0102-03

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

Meeting Date: 3/15/2023
Item #: 6.1.

RECOMMENDATION TO COUNCIL

Approve the minutes of the February 15, 2023 City Council Meeting.

BACKGROUND

Not applicable.

FISCAL IMPACT

There is no fiscal impact associated with this request.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Helen Dreyer, Assistant City Clerk

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

February 15, 2023



MINUTES

February 15, 2023

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

The meeting may be viewed on Comcast channel 14, Consolidated Communications channel 73, and AT&T U-Verse. City Council meetings are also video streamed live on the City's website at roseville.ca.us/watch and roseville.ca.us/agenda, and the City's YouTube channel at youtube.com/CityofRosevilleCa.

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

1. CALL TO ORDER

Mayor Bruce Houdesheldt called the meeting to order at 6:01 p.m.

2. ROLL CALL

Present: Bernasconi, Alvord, Roccucci, Mendonsa, Houdesheldt

3. PLEDGE OF ALLEGIANCE

Coast Guard Veteran Robert Elster led the Pledge of Allegiance.

4. MEETING PROCEDURES

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

5. PRESENTATIONS

5.1. Resolution - Senator Jim Nielsen

Commend Senator Jim Nielsen for his more than 44 years of remarkable service and dedication to the people of California and to his 10 years of unwavering service and support for the City of Roseville. We congratulate Senator Jim Nielsen for all his accomplishments and wish him a long, healthy and joyous retirement.

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

Mayor Bruce Houdesheldt presented the resolution to Senator Jim Nielsen, who responded.

6. **PUBLIC COMMENTS**

Robert Elster spoke on the Placer Veterans Stand Down program to be held May 9-11.

Larry Belucci spoke on the impacts of homeless camps.

7. **CONSENT CALENDAR**

BEGINNING OF CONSENT CALENDAR

No public comment received.

Motion by Tracy Mendonsa, seconded by Pauline Roccucci, to approve the Consent Calendar as presented. The Motion Passed.

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

Minutes

7.1. Minutes of Prior Meetings

Memo from Assistant City Clerk Helen Dreyer and City Clerk Carmen Avalos recommending the City Council approve the minutes of the January 11, 2023 Special Meeting City Council Legislative Platform Workshop, January 18, 2023 City Council Closed Session, January 18, 2023 City Council Meeting, February 1, 2023 City Council Closed Session, and February 1, 2023 City Council meeting.

CC #: 2551

File #: 0102-03

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

Bids / Purchases / Services

7.2. Centrifuge Repair Parts and Replacement Equipment - Sole Source Purchase Order

Memo from Preventative Maintenance Coordinator Blaine Wiegel and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-052 APPROVING A SOLE SOURCE PURCHASE ORDER FOR CENTRIFUGE REPAIR PARTS AND REPLACEMENT EQUIPMENT. Staff requests Council approval of a sole source purchase order with GEA Westfalia in the amount of \$300,000 for the purchase of repair parts and replacement equipment of three GEA Westfalia separators for the three centrifuges in service at the Pleasant Grove Wastewater Treatment Plant. Funding will be provided from the Wastewater Operations Fund budget. This agreement would allow four optional renewal years at one-year intervals. Staff also requests authorization to utilize the optional renewal years of the contract without further Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest.

CC #: 2529

File #: 0203-09

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

7.3. Outage Management System - Contract Purchase Agreement Amendment

Memo from Senior Electric Business Analyst Steve Hancock and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 23-067 APPROVING AMENDMENT #2 TO CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DATAVOICE INTERNATIONAL INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3000172). Staff requests Council approve an amendment to the contract purchase agreement with Outage Management System and Interactive Voice Response to extend the end date to December 31, 2024 and increase the contract amount by \$20,000. The amendment will allow for integration with the Advanced Metering Infrastructure solutions. The total cost of services will not exceed \$460,429. Funding is included in the Electric Fund operating budget for FY2022-23.

CC #: 2547

File #: 0203-07

CONTACT: Steve Hancock 916-774-5631 sjhancock@roseville.ca.us

Resolutions

7.4. 2023 Citywide Records Retention Schedule Update

Memo from Paralegal Gretchen Hakala and City Attorney Michelle Sheidenberger recommending the City Council adopt RESOLUTION NO. 23-068 ADOPTING THE 2023 CITYWIDE RECORDS RETENTION SCHEDULE. The Citywide Records Retention Schedule is updated and maintained by the City Attorney's office to direct City staff with regards to the retention of both physical and electronic records. California Government Code Section 34090 provides that certain City records, instruments or documents may be destroyed with the approval of the City Council by resolution and written consent of the City Attorney. This year's updates are routine in nature. There is no fiscal impact to the General Fund.

CC #: 2548

File #: 0504-01

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

7.5. Electric Generation Cooling Tower Maintenance and Rehabilitation - Northern California Power Agency Support Services Program Agreement

Memo from Power Generation Superintendent Matthew Garner and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 23-053 APPROVING A CONFIRMATION UNDER THE SUPPORT SERVICES PROGRAM AGREEMENT WITH NORTHERN CALIFORNIA POWER AGENCY, AND AUTHORIZING THE ELECTRIC UTILITY DIRECTOR AND CITY ATTORNEY TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a Confirmation under the Support Services Program Agreement with the Northern California Power Agency for EvapTech, Inc. to perform cooling tower maintenance and rehabilitation at the Roseville Energy Park. The total cost of services will not exceed \$282,320. Funding is included in the Electric Fund budget for FY2022-23.

CC #: 2530

File #: 0902-01-01

CONTACT: Matt Garner 916-746-1691 mgarner@roseville.ca.us

7.6. Advanced Metering Infrastructure Consulting - Professional Services Agreement Amendment

Memo from Advanced Metering Infrastructure Project Manager Caitlin Ornelas and Electric Utility Director Daniel Beans recommending the City Council adopt RESOLUTION NO. 23-058 APPROVING A FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND E SOURCE COMPANIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an amendment to the professional services agreement with E Source, formerly UtiliWorks Consulting, LLC, for Advanced Metering Infrastructure support, development and implementation services. The total cost of this amendment is \$695,101. This project is funded by the Electric and Environmental Utilities' Advanced Metering Infrastructure capital improvement project budgets in the Electric Fund and Water Fund, respectively.

CC #: 2537

File #: 0800-03

CONTACT: Caitlin Ornelas 916-774-5178 cornelas@roseville.ca.us

7.7. International Swap and Derivatives Association - Master Agreement Amendment

Memo from Electric Business Analyst Long Zhang and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 23-060 APPROVING THE THIRD AMENDMENT TO THE INTERNATIONAL SWAP AND DERIVATIVES ASSOCIATION, INC. 2011 MASTER AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MACQUARIE ENERGY

LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the Third Amendment to the International Swap and Derivatives Association Master Agreement with Power and Gas Annexes with Macquarie Energy LLC. The amendment aims to provide more flexibility with credit support and meet new regulatory reporting requirements. There is no fiscal impact associated with the execution of the Third Amendment as it is only an amendment to an enabling agreement.

CC #: 2540

File #: 0800-03

CONTACT: Long Zhang 916-774-5652 lzhang@roseville.ca.us

7.8. Roseville Parkway Extension Project - Purchase of Real Property

Memo from Associate Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-065 APPROVING AN AGREEMENT FOR SALE OF REAL PROPERTY, BY AND BETWEEN THE CITY OF ROSEVILLE AND 8501 ROSEVILLE PROPERTIES, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT AND ALL RELATED ESCROW DOCUMENTS ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an agreement for Sale of Real Property for the purchase of property for the Roseville Parkway Extension project with 8501 Roseville Properties, LLC in the amount of \$175,000. The project will construct a new four-lane roadway and bridge connecting Roseville Parkway between Foothills Blvd and Washington Blvd. Construction of the Roseville Parkway Extension project is anticipated to begin in late spring/early summer of 2023. No General Fund resources will be used to complete the project.

CC #: 2545

File #: 0900-04-02

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

7.9. On-Call Architectural Services - Professional Design Services Agreement

Memo from Design & Construction Project Manager Rjahja Canlas and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-055 APPROVING AN ON-CALL PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND MONIZ ARCHITECTURE, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a professional design services agreement for on-call architectural services with Moniz Architecture for architectural design services to meet project demands. Additionally, staff requests Council approve three additional one-year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest. The initial term (approximately 18 months) commences on the date of award and runs through June 30, 2024. The authorization for the initial term is a not-to-exceed amount of \$50,000. The authorization for the optional one-year renewals is a not-to-exceed amount of \$50,000 per year. Work performed under this

agreement will utilize capital rehabilitation funds and/or capital improvement projects in the approved City budget.

CC #: 2532

File #: 0800-04

CONTACT: Rjahja Canlas 916-774-5740 rcanlas@roseville.ca.us

7.10. Environmental Planning Services - On-Call Professional Services Agreement

Memo from Management Analyst Stacie Marchetti and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-059 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ECORP CONSULTING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval of an on-call professional services agreement with ECORP Consulting, Inc. for environmental planning services related to California Environmental Quality Act compliance and environmental permitting. The total cost of the service is \$150,000 over three years; \$50,000 annually. The cost of these services are generally billable to full-cost development projects, and the various City enterprise funds and capital improvement projects requiring environmental permitting and CEQA compliance.

CC #: 2538

File #: 0800-06

CONTACT: Stacie Marchetti 916-774-5278 smarchetti2@roseville.ca.us

7.11. Placer Parkway Phase 1 - Funding Agreement

Memo from Senior Engineer Mark Johnson and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-069 AUTHORIZING THE CITY MANAGER TO EXECUTE THE PROPOSED SOUTH PLACER REGIONAL TRANSPORTATION AUTHORITY (SPRTA) UPDATED "TIER 2 FUNDING COMMITMENT AGREEMENT" TO ALLOW ADVANCE FUNDING FROM PLACER COUNTY AND THE UNITED AUBURN INDIAN COMMUNITY FOR CONSTRUCTION OF PLACER PARKWAY PHASE 1 IMPROVEMENTS, WITH PORTIONS OF THE ADVANCED FUNDING TO BE REIMBURSED FROM ONGOING COLLECTION OF THE SPRTA TIER II DEVELOPER IMPACT FEE. The South Placer Traffic Model, developed in the 1990's and used by all jurisdictions in South Placer County, requires the construction of a limited access expressway from State Route 65 in Placer County to Highway 99 in Sutter County to relieve the general plan buildout conditions of Lincoln, Rocklin, Roseville and Placer County. The proposed agreement would allow Placer County to borrow funding for the first phase of the construction, from Highway 65 to Foothills Boulevard, and then be reimbursed by the South Placer Regional Transportation Authority (SPRTA) Tier 2 fee program. A similar request for authorization was approved by City Council on October 21, 2020. Due to project delays, the previous agreement was not executed by the SPRTA member agencies. The agreement language has been updated to reflect current cost estimates and authorization for the City Manager to execute the updated document. There is no fiscal impact to the City's General

Fund.

CC #: 2549

File #: 0800-06

CONTACT:

Marc Stout 916-774-5482 mstout@roseville.ca.us

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

7.12. West Roseville Specific Plan Parcel F-31 – Lot 7 and Lot 8 - Summary Vacation

Memo from Associate Planner Kinarik Shallow and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-066 ORDERING SUMMARY VACATION OF A PORTION OF A PUBLIC UTILITY EASEMENT AND PEDESTRIAN EASEMENT AT 1950 BLUE OAKS BOULEVARD. Staff requests Council approval of the summary vacation for a 10-foot-wide portion of the Public Utility Easement and a 10-foot-wide portion of the 35-foot-wide Pedestrian Easement for a retail development at 1950 Blue Oaks Boulevard. There will be no fiscal impact to the City.

CC #: 2546

File #: 1001-02 & 0400-04-09-1

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

7.13. On-Call Building Plan Review and Inspection Services - Professional Services Agreement

Memo from Management Analyst Stacie Marchetti and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-056 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND BPR CONSULTING, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve a professional services agreement with BPR Consulting Group, LLC for on-call Building Plan Check and Inspection Services. The total cost of the service is \$350,000 annually. Funding is included in the Development Service's budget in the General Fund. The full cost of these services is offset by administrative and building permit fees paid by the applicant of the building permit. There is no net General Fund impact associated with this request.

CC #: 2534

File #: 0800-06

CONTACT: Stacie Marchetti 916-774-5278 smarchetti2@roseville.ca.us

7.14. Public Outreach for Public Works Projects - On-Call Professional Services Agreement

Memo from Public Information Officer Helen Dyda and Deputy City Manager Megan Scheid recommending the City Council adopt RESOLUTION NO. 23-071 APPROVING AN ON-CALL PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PROSIO COMMUNICATIONS, AND AUTHORIZING THE CITY MANAGER TO

EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve an On-Call Professional Services Agreement with Proso Communications to provide on-call public outreach for public works projects. The initial contract is for three years, with a not-to-exceed amount of \$250,000, with two optional one-year renewals, not to exceed \$100,000 for each optional year. Staff also requests authorization to utilize the optional renewal years of the contract without further Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City's best interest. Funding for this agreement is included in Public Works capital improvement project budgets in various funds.

CC #: 2533

File #: 0800-04

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

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

7.15. Creekview Bike Trail Open Space Parcels C-50 and C-51 - Reimbursement Agreement and Budget Adjustment

Memo from Assistant Transportation Planner Suzanne Engelke and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-063 APPROVING A REIMBURSEMENT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6616 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff request Council approve the Reimbursement Agreement for the Creekview Benchmark Post and Cable project between the City and Anthem United Creekwood Developments Limited Partnerships and approve a budget adjustment in the amount of \$31,850 to install post and cable fencing in Creekview Open Space parcels C50 and C 51. The developer, Anthem United Creekview Developments Limited Partnerships, will pay up front costs for the fencing of the trail at an estimated cost of \$31,850. Reimbursement will be provided through bike trail development fees collected for Creekview Specific Plan. There is no fiscal impact to the General Fund.

CC #: 2543

File #: 0721-05 & 0201-01

CONTACT: Suzanne Engelke 916-746-1289 sengelke@roseville.ca.us

7.16. Fiscal Year 2022-23 - Budget Adjustments

Memo from Assistant Finance Director Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt ORDINANCE NO. 6615 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION

MEASURE. Staff recommends that the City Council approve budget adjustments to the FY2022-23 budget. The recommended adjustments include a transfer of \$134,880 from the Community Facilities District 3 Municipal Services Fund to the General Fund, a transfer of \$46,039 from the Youth Sports Coalition Fund to the Citywide Park Fund, a transfer of \$876,144 from the General Capital Projects Fund to various funds as part of the closure of the Enterprise Resource Planning and Timekeeping projects, an \$210,000 revenue increase in the Traffic Safety Fund, and an \$85,871 expenditure decrease to the Vernon St. Roundabout Project in the Highway Users Tax Fund. The adjustments also include a \$6,277 increase to the Maidu Sports Complex Turf Conversion project in the Parks, Recreation, and Library Capital Projects Fund and the transfer of \$49,876 from the General Capital Projects Fund to the Parks, Recreation and Library Capital Projects Fund to prepare this project for closure. There are adequate resources available within all of the impacted funds. Combined, the recommended budget adjustments will increase available resources in the General Fund by \$528,850.

CC #: 2539

File #: 0201 & 0201-01

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

7.17. Sacramento Urban Area Security Initiative - Grant Award, Budget Adjustment and Sole Source Purchase Order

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 23-070 ACCEPTING A GRANT AWARD FROM THE SACRAMENTO URBAN AREA SECURITY INITIATIVE (UASI), APPROVING THE CITY OF SACRAMENTO SUBAWARD AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; adopt ORDINANCE NO. 6618 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE, and approve a sole source purchase order to Meridian Rapid Defense Group for 16 anti-vehicle barriers and barrier trailer kit. Staff requests Council approve the City of Sacramento Subaward Agreement through the Fiscal Year 2020 Homeland Security Grant Program - Urban Area Security Initiative in the amount of \$152,940 to purchase 16 anti-vehicle barriers and barrier trailer kit to transport the barriers. The anti-vehicle barriers will be an essential tool to protect the community during the numerous events that are scheduled throughout the city every year. Staff also requests approval of a budget adjustment to appropriate \$25,855 of the funds into the Fleet Replacement Fund.

CC #: 2550

File #: 0323 & 0214 & 0201-01

CONTACT: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us
Jeff Kool 916-746-1096 jkool@roseville.ca.us

7.18. United States Department of Homeland Security - Grant Award and Budget Adjustment

Memo from Division Chief Ryan Harrigan and Fire Chief Rick Bartee

recommending the City Council adopt RESOLUTION NO. 23-057 ACCEPTING GRANT AWARDS FROM THE UNITED STATES DEPARTMENT OF HOMELAND SECURITY; and adopt ORDINANCE NO. 6614 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council accept two grant awards from the United States Department of Homeland Security through the Placer County Office of Emergency Services in the amount of \$40,000 (FY2019-20) and \$41,000 (FY2020-21) for a total of \$81,000 and approve the associated budget adjustment for the purchase of a hazardous materials instrument. On May 18, 2022 City Council approved a \$76,000 and \$21,000 appropriation for the replacement of two separate chemical detectors currently used by the Fire Department that are no longer supported by the manufacturer. These funds will be reallocated to the purchase of this instrument which meets and exceeds the capability of the two instruments being replaced. The remainder of the \$187,395 total purchase cost will be paid through a combination of \$81,000 in grants awarded by Placer County Office of Emergency Services and \$9,395 in existing allocated funds within the Fire Department budget, with no net impact to the General Fund.

CC #: 2536

File #: 0324 & 0214 & 0201-01

CONTACT: Ryan Harrigan 916-774-5820 rharrigan@roseville.ca.us

7.19. Lead and Copper Rule Regulatory and Technical Assistance Project - Professional Services Agreement and Budget Adjustment

Memo from Process Engineer Jason Marks and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-054 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND HDR ENGINEERING, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6613 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a professional services agreement to HDR Engineering, Inc. in the amount of \$100,646 for the Lead and Copper Rule Regulatory and Technical Assistance project. Staff also requests approval of a budget adjustment in the amount of \$120,646 from available resources in the Water Operations Fund to fully fund this project.

CC #: 2531

File #: 0800-02 & 0201-01

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

7.20. 30-Inch Recycled Water Main Repair and Relocation Project - Budget Adjustment

Memo from Process Engineer Jason Marks and Environmental Utilities Director Richard Plecker recommending the City Council adopt ORDINANCE NO. 6612 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY

EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council adopt an ordinance to approve a budget adjustment initiating the 30-inch Recycled Water Main Repair and Relocation Project to repair a currently inaccessible portion of a pipeline, along Woodcreek Oaks near the Pleasant Grove Creek (north of Blue Oaks Blvd.), with a budget of \$500,000 using available resources in the Wastewater Rehabilitation Fund.

CC #: 2528

File #: 0900-02 & 0201-01

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

END OF CONSENT CALENDAR

8. ORDINANCES

8.1. Regional Transportation Funding and Financing Plan for South Placer and South Sutter Region - Memorandum of Understanding Amendment, Funding Agreement and Budget Adjustment

Memo from Administrative Assistant Lainie Anderson and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-064 APPROVING AMENDMENT NO 1. TO MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN PLACER COUNTY TRANSPORTATION PLANNING AGENCY, THE COUNTY OF PLACER, THE CITY OF ROSEVILLE, AND THE COUNTY OF SUTTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6617 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve an amendment to the Memorandum of Understanding regarding the development of a Regional Transportation Funding and Financing Plan and an Implementation Plan for Riego/Baseline Road and authorizing the City Manager or his designee to execute the Funding Letter of Agreement with Placer County Transportation Planning Agency (PCPTA). The total contribution by each participating agency shall not exceed \$166,182. Staff also requests approval of a budget adjustment in the amount of \$166,182 from the City/County Mitigation Fee Fund to reimburse the PCTPA. There is no impact to the General Fund.

CC #: 2544

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

CONTACT: Lainie Anderson 916-774-5331 landerson@roseville.ca.us

Daniel Leonardich 916-774-5341 dleonardich@roseville.ca.us

Public Works Director Jason Shykowski made the presentation to the City Council.

No public comment received.

Motion by Scott Alvord, seconded by Krista Bernasconi, to adopt RESOLUTION

NO. 23-064 APPROVING AMENDMENT NO. 1. TO MEMORANDUM OF UNDERSTANDING, BY AND BETWEEN PLACER COUNTY TRANSPORTATION PLANNING AGENCY, THE COUNTY OF PLACER, THE CITY OF ROSEVILLE, AND THE COUNTY OF SUTTER, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6617 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. The Motion Passed.

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

9. SPECIAL REQUESTS/REPORTS/PRESENTATION

9.1. Fiscal Year 2022-23 First Quarter Financial Report and FY2023-24 Budget Development Calendar

Memo from Assistant Finance Director Scott Pettingell and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council accept a presentation on the Fiscal Year (FY) 2022-23 First Quarter Financial Report and the budget development schedule for the FY2023-24 budget.

CC #: 2542

File #: 0201

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

Assistant City Manager/Chief Financial Officer Dennis Kauffman introduced Budget Manager Scott Pettingell who made the presentation to the City Council.

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

No public comment received.

For information only. No action taken.

10. PUBLIC HEARING

10.1. North Central Roseville Specific Plan Parcel 42A (572 Gibson Drive) – Shea Properties Apartments Rezone Project

Memo from Associate Planner Escarlet Mar and Development Services Director Mike Isom recommending the City Council consider the Addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418, certified on August 5, 2020) and 2021 Housing Element Addendum; and adopt RESOLUTION NO. 23-061 AMENDING THE GENERAL PLAN TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-062 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE

DESIGNATION ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt the two (2) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE; and adopt the five (5) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE LAND HOLDINGS, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. The project entitlements will facilitate the eventual construction of a 360 affordable multi-family apartment complex on the project site. The project includes a request for a General Plan Amendment (Land Use Map only) and a Specific Plan Amendment (text and land use map only) to the North Central Roseville Specific Plan to reflect the changes to Parcel 42A, include 360 multi-family dwelling units to the plan area, and add two (2) new land uses to the list of permitted land uses within the Community Commercial and Business Professional land use designations; a Rezone from Business Professional/Special Area North Central (BP/SA-NC) to Multi-Family Housing/Special Area North Central (R3/SA-NC), and a Development Agreement by and between the City and Roseville Land Holdings, LLC to reflect the change in land use and document the requirements related to the provision of affordable housing units. The proposed project is not anticipated to result in any negative impacts to the City's General Fund.

CC #: 2541

File #: 0400-04-04-2

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

Mayor Bruce Houdesheldt opened the public hearing.

Development Services Director Mike Isom introduced Planning Manager Greg Bitter who made the presentation to the City Council.

Jeff Melrose from Shea Properties spoke in support of the project.

No public comment received.

Mayor Bruce Houdesheldt closed the public hearing.

Motion by Pauline Roccuci, seconded by Scott Alvord, to consider the Addendum to the 2035 General Plan Environmental Impact Report (SCH #2019080418, certified on August 5, 2020) and 2021 Housing Element Addendum; and adopt RESOLUTION NO.23-061 AMENDING THE GENERAL PLAN TO CHANGE THE GENERAL PLAN LAND USE DESIGNATION ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-062 AMENDING THE GENERAL PLAN TO CHANGE THE LAND USE DESIGNATION ON CERTAIN REAL PROPERTY IN THE CITY OF ROSEVILLE; and adopt the two (2) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED

WITHIN THE CITY OF ROSEVILLE; and adopt the five (5) findings of fact and introduce for first reading an ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE ADOPTING THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND ROSEVILLE LAND HOLDINGS, LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE.

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

11. COUNCIL REPORTS / PUBLIC COMMENTS

No public comment received.

Capitol Day - Councilmember Pauline Roccucci reported.

Local Agency Formation Commission Meeting - Councilmember Tracy Mendonsa reported on attendance.

City Workers - Councilmember Tracy Mendonsa thanked and commended staff for their diligence during the storms.

Opening of Denny's and La Huaca Restaurants - Councilmember Tracy Mendonsa announced.

The Venue at Thunder Valley Casino - Councilmember Scott Alvord reported.

Western Placer Waste Management Authority - Councilmember Scott Alvord reported on an upcoming contest.

1 Million Cups - Councilmember Scott Alvord attended event at Roseville Venture Lab.

Sacramento Metropolitan Chamber Reception - Vice Mayor Krista Bernasconi attended the reception.

School Resource Officer Day - Vice Mayor Krista Bernasconi thanked school resource officers for their service.

Capital Corridor Joint Powers Authority - Mayor Bruce Houdesheldt reported.

Sacramento Area Council Governments Board of Directors Meeting - Mayor Bruce Houdesheldt reported on attending upcoming meeting.

Dry Creek Cleanup Event in Lincoln Estates - Mayor Bruce Houdesheldt reported.

12. ADJOURNMENT

Mayor Bruce Houdesheldt adjourned the meeting at 7:34 p.m.



COUNCIL COMMUNICATION

CC #: 2586

File #: 0707

Title: Mike Shellito Indoor Pool Replastering Project - Approval of Plans and Specifications and Authorization to Call for Bids

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

Meeting Date: 3/15/2023

Item #: 6.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the plans and specifications for the Mike Shellito Indoor Pool Replastering Project and authorize staff to call for bids.

BACKGROUND

The Mike Shellito Indoor Pool facility is located on Fairway Drive in the Highland Reserve Specific Plan. The facility was constructed in 2009 and contains two pools, a lap pool and a warming pool. Both pools' plaster finish has exceeded its useful life and is in need of replacement. The project scope of work includes the removal and replacement of the plaster and tiles for both pools, replacement of drain grates to meet current safety codes, and minor repairs to existing pool lights. Bids are scheduled to be opened in April. Staff plans to return to Council in May to seek approval to award the project. The project duration is anticipated at 90 days for completion, during which time the facility will be closed to the public.

FISCAL IMPACT

The architect's estimate for construction is \$349,425. Funding for the project is provided through General Fund year-end surplus funds from the FY2020-21 budget. Ongoing maintenance costs are funded through the Parks, Recreation & Libraries operating budget in the General Fund. There will be no additional maintenance cost as a result of this project.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal C - Maintain a safe and healthy community

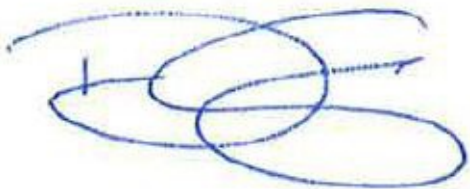
Goal D - Enhance economic vitality

Goal E - Deliver exceptional city services

Respectfully Submitted,

Joel De Jong, Park Development Project Manager

Jill Geller, Director, Parks, Recreation & Libraries



Dominick Casey, City Manager

ATTACHMENTS:

Description

Vicinity Map

Project Manual_MSIP Replaster

Plans_MSIP Replaster

Vicinity Map
Mike Shellito Indoor Pool



Mike Shellito Indoor Pool



Project Manual for the Mike Shellito Indoor Pool Replastering Project

March 2023

The latest edition of the City of Roseville Parks Construction Standards are incorporated by reference as a part of this Project Manual. The Parks Construction Standards are available at www.roseville.ca.us/parksintheworks.

Parks, Recreation & Libraries
316 Vernon Street, Suite 400
Roseville, California 95678
www.roseville.ca.us





Parks, Recreation & Libraries
Park Development
316 Vernon Street, Suite 400
Roseville, California 95678

Notice to Bidders

DATE: March 16, 2023

TO: Prospective Bidders

FROM: Joel De Jong, Park Development Project Manager

RE: Mike Shellito Indoor Pool Replastering Project

Project Description: The City of Roseville is now accepting bid proposals for the Mike Shellito Indoor Pool Replastering Project. The scope of work includes, but is not limited to: pool replastering including tile replacement, drain grate replacement and other miscellaneous repairs for both the main lap pool and smaller warming pool.

Contract Documents: A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be obtained online from the City of Roseville's website at www.roseville.ca.us/business/procurement_services/bids_rfps. All communications relative to this project shall be conducted through Public Purchase.

Potential bidders are advised to obtain all documents and specifications related to this project directly from the City of Roseville. The City of Roseville does not guarantee the accuracy of any forms, plans, or project manuals obtained through outside sources other than the City of Roseville. Furthermore, the City does not guarantee the distribution of any addendums or the accuracy of their content if obtained from a third party.

Bidders expressly assume the risk that their bid will be rejected from the use of project manuals or project plans obtained from third parties other than the City of Roseville.

Engineer's Estimate: The engineer's estimate for construction of the base bid items is \$349,425.00.

Pre-Bid Meeting: A job walk will be held at 10:00 a.m. on Wednesday, March 22, 2023 at 10210 Fairway Dr #1969, Roseville, CA 95678. This is not mandatory, but strongly encouraged to answer any questions. Bidders are expected to be familiar with the existing site conditions however, and may pose questions on any conditions they may discover that are not represented within the bid documents.

Questions: The deadline for submission of questions and clarifications regarding the Contract Documents is Friday, March 24, 2023 at 5:00 p.m. In order to meet the required timeline to issue addenda, questions will not be accepted after this date. Only Addenda issued by the City are binding. All questions shall be directed to the attention of Heather Buck via Public Purchase at <https://roseville.ca.us/rfp>.

Bid Deadline: Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until 3:00 p.m. April 4, 2023. The proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville in the City Clerk's Office at 3:05 p.m. on that same day.

The July 2021 edition of the City of Roseville Parks Construction Standards will be applicable to this project. The successful bidder will be required to use the standards contained in the book for the construction of this project.



Parks, Recreation & Libraries
Park Development
316 Vernon Street, Suite 400
Roseville CA 95678

Notice to the apparent low bidder for the Mike Shellito Indoor Pool Replastering Project

In order to move forward with the award of this project, the City of Roseville requests that you submit the following documents:

1. Agreement (two sets of originals, single-side print) with either:
 - wet signatures from two corporate officers, or
 - wet signature from one corporate office plus the corporate seal
2. Public Works Faithful Performance Bond – fully executed and notarized
3. Public Works Labor and Materials Payment Bond – fully executed and notarized
4. Insurance Certificates
5. CDBG Supplement to Contract for Construction Forms

The Agreement, bond forms and insurance requirements are contained in this Project Manual.

We request that all documents be received by April 14, 2023.

Please contact us if you are unable to meet this deadline.

Send completed forms to:

City of Roseville - Parks, Recreation & Libraries Department
Attn: Joel De Jong
316 Vernon Street, Suite 400
Roseville CA 95678

The Parks, Recreation & Libraries Department requires submittal of all of the above executed documents prior to City Council bid award.

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Supplemental Conditions	SC
Specifications	SPEC
Drawings	DRAW
Assembly Bill No. 626	AB 626

CITY OF ROSEVILLE

DEPARTMENT OF Parks, Recreation & Librarires

Name of Project: Mike Shellito Indoor Pool Replastering Project

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until April 4, 2023 at 3:00 p.m. Late Proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on April 4, 2023 at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project:

Mike Shellito Indoor Pool Replastering Project.

A pre-bid meeting will be held at 10 A.M. on Wednesday, March 22, 2023 at
10210 Fairway Dr., Roseville, CA 95678. Meeting is non-mandatory.

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be obtained on-line from the City of Roseville's website at https://www.roseville.ca.us/business/procurement_services/bids_rfps. All communications relative to this project shall be conducted through Public Purchase.

Bids shall be submitted on the City's Proposal Forms included in the Project Manual, plainly endorsed with the Bidder's name together with signed acknowledgement of any and all addenda. Proposal Forms shall be securely sealed in a suitable envelope marked with the name and address of the Bidder, and marked in capital letters on the front and back of the envelope as

follows:

[NAME OF PROJECT]

(Name of Bidder)

(Address of Bidder)

Whether mailed or personally delivered, all bids shall be addressed to the City of Roseville, Office of the City Clerk, 311 Vernon Street, Roseville, California, 95678.

Each bid must be accompanied by a Bid Guaranty in the form of a Certificate of Deposit, Certified or Cashier's Check, Bidder's Bond or Irrevocable Standby Letter of Credit in an amount equal to at least ten percent (10%) of the Bidder's Grand Total Price. The Bid Guaranty will be retained by the City and applied to any and all damages sustained by the City in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it and to furnish all required bonds and Certificates of Insurance. The City intends to award the Contract to the lowest responsible Bidder based on the Grand Total Bid Price for all components of the Project. To the extent allowed by law, the City reserves the right to reject any and all bids and/or to waive any irregularities or informalities in any bid or in the bidding procedure. The City specifically reserves the right to not award the Contract after the opening of bids.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid by the submission deadline. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline submission of bids

nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and the City is under no obligation to return bids.

Bids will be examined and reported to the City Council within sixty (60) business days after the bid opening. Except as permitted by applicable law, no Bidder may withdraw its bid for a period of sixty (60) business days after the date of bid opening. Each Bidder will be notified of any award of the Contract by the City.

The City will affirmatively ensure non-discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status in the award and administration of contracts that it awards.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of the City withholding retention of payments during the Project.

The City has determined that the Contractor shall possess a valid Class B, C-35 or C-53 Contractor's license at the time that the bid is submitted, as well as any other license classification as may be required by the laws of the California for the performance of the work specified in the Contract Documents. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of bid submittal. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

The work is to be done in Placer County. Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the

work is to be done to be as determined by the Director of Industrial Relations of the State of California. The Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 5 “Legal Relations and Responsibility” of the General Conditions.

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 or exempt from registration requirements pursuant to Labor Code Section 1725.5(f). It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform work pursuant to Labor Code Section 1725.5 at the time the contract is awarded or is exempt from registration requirements pursuant to Labor Code Section 1725.5(f). The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All questions prior to the deadline for bid submissions shall be directed to the attention of Joel De Jong via Public Purchase Q&A at Publicpurchase.com. The deadline for submissions of questions and clarifications regarding the Contract Documents is 10 calendar days before the deadline for

bid submissions. Only Addenda issued by the City are binding.

City Clerk, City of Roseville

Dated: _____

Published: _____

FOR COUNCIL APPROVAL
NOT FOR BIDDING

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

1-1.01 **GENERAL.** These Instructions to Bidders form a part of the Contract Documents. Capitalized terms are defined in the General Conditions Section 1.

1-1.02 **EXAMINATION OF PLANS, CONTRACT DOCUMENTS AND SITE OF THE WORK.** The Bidder shall examine carefully the site of the Work and all the Contract Documents, including these Instructions to Bidders, and shall inform itself of the conditions relating to the execution of the Work. Failure to do so will not relieve the successful Bidder of its obligation to enter into an Agreement and complete the Work in strict accordance with the Contract Documents. Conditions relating to the execution of the Work include the requirements of federal, state, and local laws, statutes and ordinances relative to the execution of Work, including, but not limited to, applicable regulations concerning prevailing wage rates, non-discrimination in the employment of labor, protection of the public, employee health and safety, and environmental protection.

The submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work to be performed, the quantities of materials to be furnished, and as to the requirements of all the Contract Documents.

1-1.03 **EXISTING INFORMATION.** Where the Department has made investigations of site conditions, including subsurface conditions in areas where Work is to be performed under the Contract, such investigations are made only for the purpose of study and design. City does not represent that such conditions as found in these investigations or inferences or conclusions drawn as a result of these investigations will represent actual site

conditions and hereby disclaims any liability as a result of Contractor's or Bidder's reliance on such investigations. City will presume that all Bidders have conducted their own site investigations, including investigations of subsurface conditions. Where such investigations have been made, Bidders or Contractors may, upon written request, inspect the records of the Department as to such investigations subject to the conditions set forth in these Instructions to Bidders. Such inspection of records may be made only at the location noted above. The records of such investigations are not a part of the Contract Documents and are shown solely for the convenience of the Bidder or Contractor. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the investigations made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof. The City makes no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

No information derived from such inspection of records of investigations or compilation thereof made by the City, the Department or from the Engineer, or his or her assistants, will in any way relieve the Bidder or Contractor from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling the terms of the Contract.

SECTION 2: BID REQUIREMENTS

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder standard Proposal Forms, which, when filled out and executed may be submitted as the bid. Proposals shall include all pages in the Project Manual with page numbers marked “PROP” plus the Addendum acknowledgment form (front sheet) from all Addenda received by the Bidder. Proposals shall be removed from the Project Manual. The full Project Manual shall not be submitted with the proposal. Bids not presented on forms so furnished will be disregarded.

The Proposal and one (1) copy thereof shall be submitted as directed in the “Notice to Contractors” under sealed cover plainly marked as a Proposal, and identifying the project to which the Proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

All blank spaces in the Proposal must be completed, as required, in ink. All price information shall be shown, clearly legible, in figures where required.

The Bidder shall sign the Proposal in the blank space provided therefor. If the Bidder is the sole owner, the Proposal shall be signed by the owner. If the Bidder is a corporation, the legal name of the corporation and its State of incorporation shall be set forth and the Proposal shall be signed by at least two officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth, the names and addresses of all partners shall be given and the Proposal shall be signed by a partner in the firm authorized to sign contracts on behalf of the partnership. If the Bidder is a joint venture, the Proposal shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so. If the Proposal is signed by an agent of the Bidder other than an officer of a corporation or a member of a partnership, a notarized Power of

Attorney must be on file with the City prior to opening of bids or must be submitted with the Proposal. If requested by the City, the Bidder shall promptly submit evidence satisfactory to the City of the authority of the person signing the Proposal.

2-1.02 **SUBMISSION OF BIDS.** Bids must be submitted at the prescribed time and location specified in the Notice to Contractors. Any submission received after the prescribed time shall be rejected, regardless of whether or not bids are opened exactly at the prescribed time.

Any unauthorized conditions or qualifications entered on, or changes made to, the Proposal may render it invalid and may cause its rejection.

No telegraphic, telephonic, or facsimile or other electronically transmitted bids will be considered.

2-1.03 **REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each Proposal shall list the name, address and Contractor license number of each Subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent (0.5%) of its total bid, in accordance with Section 4100 to 4114, inclusive, of the Public Contract Code for the State of California. The Bidder shall list the Subcontractor's license number and the portion of the Work that will be done by each Subcontractor. If the Bidder fails to specify a Subcontractor for any portion of the Work, the Bidder agrees to perform that portion of the Work itself, and represents that it is qualified to perform that portion of the Work itself. The Bidder's attention is invited to other provisions of the Public Contract Code related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

2-1.04 **CONTRACTOR'S LICENSING LAWS.** Attention is directed to the

provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

All Bidders at the time of bid submittal shall be licensed as Contractors in accordance with the laws of this State. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. The form of Contractor's license required is stated in the Notice to Contractors, provided that the City makes no representation as to whether the State may require other or additional licenses. It is the Bidder's and Contractor's responsibility to obtain the correct Contractor's licenses. Bidders shall be skilled and regularly engaged in the general class or type of Work called for under this Contract.

All Bidders and Contractors, including Subcontractors, shall have a current City business license before undertaking any Work.

2-1.05 **NONCOLLUSION DECLARATION.** By submitting a bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on the behalf of any person therein named, and that the Bidder has not, directly or indirectly, included or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought collusion to secure the Bidder an advantage over any other Bidder.

Bidders shall submit a properly completed and executed "Noncollusion Declaration" in the form required by Public Contract Code Section 7106 and provided with the Proposal (PROP-11).

2-1.06 **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified,

removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

2-1.07 **PROPOSAL GUARANTY.** All bids shall be accompanied by one of the following forms of Bidder's security: Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City of Roseville, or any other form of security deemed acceptable by the City Attorney. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid will not be considered unless one of the form of Bidder's security is enclosed with it.

A Bidder's bond shall conform to the City's bond form in the Proposal and shall be properly filled out and executed.

2-1.08 **SCHEDULE OF BID PRICES.** Bidders are directed to submit unit and lump sum prices for all Work set forth in the Contract Documents on the Proposal Form entitled "Schedule of Bid Prices."

Unit prices and lump sum prices, as indicated, must be entered in the appropriate spaces provided in the Schedule of Bid Prices. If applicable, unit prices shall be multiplied by the quantities shown, and the total shall be inserted in the Amount column. In the event of any error or discrepancy between the unit price and the calculated amount, the unit prices shall govern.

The City may correct any mathematical errors apparent on the face of the bid.

The amounts shown in the Amount column must be added together in arriving at the Grand Total Bid Price.

Amounts for Allowance bid items must be entered in the exact amount in the Amount column.

The prices included within the Schedule of Bid Prices shall include all costs for labor,

materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and all other costs necessary to perform the Work in accordance with the Contract Documents.

The Grand Total Bid Price shall be indicated in the Summary table form included with the Schedule of Bid Prices. The Grand Total Bid Price shall be the sum of the amounts bid for each of the designated portions of the Work, as more specifically described on the Schedule of Bid Prices form itself.

Full compensation for complying with the Contract Documents, including requirements of the Standard Specifications, the General Conditions, Supplemental Conditions, and all warranties, shall be considered included in the bid items and no additional compensation shall be allowed therefor.

Full compensation for completion of all work as shown on the plans, as specified in the Specifications, and as directed by the City, shall be considered included in the bid items and no additional compensation shall be allowed.

Bidders are strongly discouraged from submitting unbalanced bids. As used herein, the term “unbalanced bid” is defined as any bid that does not include a reasonable proportionate allocation of indirect costs and profit of each bid item indicated in the Schedule of Bid Prices. The City reserves the right to reject any unbalanced bid if the City determines that there is a reasonable doubt that an acceptance of the bid will not result in the lowest ultimate cost to the City with regard to the work or a disproportionate distribution of contract funds.

The City reserves the right to delete any bid item in its entirety and/or significantly reduce the quantity of Work under a bid item. The City makes no representation that any Work under a bid item will be performed during the course of the Project or that the Work will be

performed at the quantities included in the Schedule of Bid Prices. As provided in the General Conditions, for any deleted Work, Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items, and each Bidder acts at its peril if its bid is unbalanced.

The City shall compare bids on the basis of the Grand Total Bid Price, which includes the base bid and any alternates designated on the Schedule of Bid Prices. Alternates may or may not be awarded, or may be awarded in any combination, at the City's discretion.

2-1.09 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the Notice to Contractors for the opening of bids, provided that a request in writing, executed by the Bidder or its duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. Facsimile and electronic mail requests are not acceptable. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid. The withdrawal of any bid after the time fixed in the Notice to Contractors for the opening of bids will not be permitted.

2-1.10 **ADDENDUM.** Proposals shall include all costs and account for all Addenda issued prior to opening of bids. The Bidder is responsible for verifying that all issued Addenda have been received. An Addendum acknowledgment form for each Addendum shall be included as part of the Proposal submittal.

2-1.11 **PUBLIC OPENING OF PROPOSALS.** Proposals will be publicly opened and read at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

2-1.12 **TRENCHING AND EXCAVATION WORK.** In accordance with the provisions of California Labor Code Section 6707, if the Work involves construction of a

pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet (5') or deeper, each bid submitted shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to all applicable safety orders.

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 3: EVALUATION OF BIDS

3-1.01 **BID EVALUATION PROCESS.** Bids will be evaluated to determine the apparent low Bidder. The apparent low Bidder will be determined on the basis of the Grand Total Bid Price, as shown in the Schedule of Bid Prices. If additive or deductive alternates are used in the Schedule of Bid Prices, the apparent low Bidder will be the Bidder with the lowest total of the bid prices for base contract items plus the alternates designated by the City as those that will be used for determining the lowest bid price. However, the City reserves the right to (1) not award any alternates or (2) award any combination of alternates.

In case of discrepancy between the total of the base contract items and any specified alternates and the stated Grand Total Bid Price, the total of the base contract items plus specified alternates shall prevail. Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically corrected addition. For example, if the mathematical total of Bidder's base contract items plus specified alternates equals \$1,000,000, but the Bidder has written \$1,250,000 as the Grand Total Bid Price, the City will consider \$1,000,000 to be the Bidder's Grand Total Bid Price for purposes of comparison to other Bidders and actual bid award. The City reserves its rights to reject or accept bids based on discrepancies between the stated Grand Total Bid Price and the actual mathematical total of the base contract bid items, plus specified alternates.

3-1.02 **REJECTION OF IRREGULAR PROPOSALS.** Proposals may be rejected in the City's sole discretion if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. However, the City reserves the right to waive any minor irregularities and informalities in any bid or in the bid procedure for any reason.

3-1.03 **COMPETITIVE BIDDING.** If more than one proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or Work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or Work.

All Bidders are put on notice that any collusive agreement to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the City Charter, State Contract Act and the Business and Professions Code and may render void any Contract let under such circumstances.

3-1.04 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in its bid, the Bidder shall give the Department written notice within five (5) Days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

SECTION 4: AWARD AND EXECUTION OF CONTRACT

4-1.01 **AWARD OF CONTRACT.** The City reserves the right to reject any and all proposals and to award (or not award) any combination of bid items at its option. Any such award will be to the lowest responsible Bidder whose proposal complies with the requirements prescribed for the bid items awarded. Such award, if made, will be made within sixty (60) business days after the opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) business days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred four (104) business days after the opening of the proposals. The above time periods within which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

4-1.02 **RETURN OF BIDDER'S SECURITIES.** Within ten (10) Days after the award of the Contract, the City Clerk will return all Bidders' securities, other than Bidders' bonds, accompanying the proposals that are not to be further considered in making the award. Retained Bidders' securities will be held until the Contract has been fully executed, after which all Bidders' securities, except Bidders' bonds and any Bidders' securities that have been forfeited, will be returned.

4-1.03 **CONTRACT BONDS.** The successful Bidder shall furnish two (2)

bonds in the form contained in the section entitled Insurance Broker Information Packet and Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

Each of the two (2) bonds shall be in a sum equal to one hundred percent (100%) of the Contract Price. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly. Sureties on each of said bonds shall be satisfactory to the City.

All alterations, extensions of time, extra and additional Work, and other changes authorized by the Standard Specifications, the General Conditions, the Supplemental Conditions or any part of the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

Furthermore, the successful Bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

4-1.04 **INSURANCE.** At the time of the execution of the Contract, the Contractor shall, at its own expense, procure, and at all times during the prosecution of the Work maintain in full force and effect Worker's Compensation Insurance, and Liability Insurance as specified in the General Conditions. The Contractor shall provide a Certificate of Insurance in the form contained in the section entitled Insurance Broker Information Packet.

4-1.05 **EXECUTION OF CONTRACT.** The Contract shall be signed by the successful Bidder and returned, together with all the required Contract bonds and insurance certificates, within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City.

If the Bidder is an individual, the Contract shall be executed personally by the Bidder. If the Bidder is a partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one of them. If the Bidder is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, treasurer or assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. In the alternative, a person other than an officer may sign the Contract, provided evidence satisfactory to the City is provided indicating the individual's authority to bind the corporation. If the corporate seal is not affixed to the Contract, or if it is executed by a person other than officers, or only by one officer, there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Bidder is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so.

4-1.06 **FAILURE TO EXECUTE CONTRACT.** Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City, shall be just cause for annulment of the award and forfeiture of the Bidder's security. The successful Bidder may file with the City Clerk a written notice, signed by the Bidder or Bidder's authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to Bidder. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time prescribed.

SECTION 5: BID PROTEST PROCEDURES

5-1.01 **POLICY/PROCEDURES.** It is the policy of the City to consider fully and adjudicate promptly protests filed by prospective Bidders relating to the City's bidding procedure or award of the Contract. Protests shall be filed and processed in accordance with Section 4.12.150 of the Roseville Municipal Code. A Bidder's failure to follow the bid protest procedures may result in rejection of the protest by the City.

FOR COUNCIL APPROVAL
NOT FOR BIDDING

PROPOSAL TO THE DEPARTMENT OF _____

Project: _____

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date _____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

*If a Corporation, incorporated under the laws of the State of: _____

City of Roseville Business License No. _____

The undersigned Bidder herewith submits this Proposal and binds itself on award by the City of Roseville under this bid to execute a Contract in accordance with its bid and the Contract Documents.

The Notice to Contractors, Instructions to Bidders, Form of Agreement, Specifications, General Conditions, Supplemental Conditions, Contract Drawings, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranties are required thereby are hereby affirmed.

The work to be done is described in the Bidding Documents entitled _____, City of Roseville, California.

This offer shall be irrevocable for a period of sixty (60) Days after the date on which bids are opened.

The undersigned Bidder understands that any clarification made to the above or any new and different conditions or information submitted on or with its Proposal, other than that requested, may render the bid non-responsive.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed Work, the attached Form of Agreement, and the plans, Specifications, and other Contract Documents; and agrees if this Proposal is accepted, that it will contract with the City of Roseville, in the form of a copy of the Agreement contained in the Project Manual, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Director, as therein set forth, and that the Bidder will take in full payment therefore prices indicated in the Schedule of Bid Items, including all work modified by addendum numbers _____. (IF NONE, STATE NONE).

Bids are required for all Bid Items. The amount of the Bid for comparison purposes will be the total of all items awarded.

The Bidder shall set forth for each item of work, in clearly legible figures, an item ("unit") price and a total for the item in the respective spaces provided for this purpose in the Schedule of Bid Items.

The prices included within the Schedule of Bid Items include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and for all other costs necessary to perform the Work in accordance

with the Contract Documents.

Accompanying this Proposal is _____.

(Notice: Insert the words "Cash \$_____", "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be, in an amount equal to at least ten percent (10%) of the total of the Bid.)

The names of all persons interested in the foregoing Proposal as Principals, are as follows: _____

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

If PARTNERSHIP, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this bid with the full authority to do so:

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

By _____
*Signature of Authorized Official**

By _____
*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

*Signature of Authorized Official**

*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

*If Bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If Bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to City is provided demonstrating that such individual is authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

FOR COUNCIL APPROVAL
NOT FOR BIDDING

LIST OF SUBCONTRACTORS

Contractor's Name: _____

The Bidder is required to furnish the following information in accordance with the provisions of Section 4100 and 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all Subcontractors that perform work, provide labor or render services to the Bidder in connection with the Project in an amount in excess of one-half of one percent (0.5%) of the total amount of the Bidder Grand Total Price.

PORTION/ TYPE OF WORK	% OF CONTRACT	SUB- CONTRACTOR'S NAME	CONTRACTOR LICENSE NO.	DIR REG NO.	BUSINESS ADDRESS (CITY, STATE)

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

(Signature of Bidder)

Business Address

Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____
_____, as PRINCIPAL, and

a, _____ and duly authorized to transact business
under the laws of the State of California, as SURETY, are held and firmly bound unto the City of
Roseville in the penal sum of _____ dollars
(\$_____), being at least TEN PERCENT (10%) OF THE TOTAL AMOUNT OF
THE BID of the Principal above named, submitted by said Principal to the City of Roseville,
acting by and through the Public Works Director, for the work described below, for the payment
of which sum in lawful money of the United States, well and truly to be made, to the Director of
the Department to which said Bid was submitted, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned Bid to the City Council of
the City of Roseville, as aforesaid, for certain construction specifically described as follows, for
which Bids are to be opened at the Office of the City Clerk located at 311 Vernon Street,
Roseville, California, on _____, 20__ FOR

(Copy here the exact title of work as it appears on the Proposal.)

NOW, THEREFORE, IF THE AFORESAID PRINCIPAL is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented for signature, enters into a written Contract, in the prescribed form, in accordance with the Bid, and files all insurance and two (2) Bonds with the Department, one (1) to guarantee Faithful Performance and the other to guarantee Payment for Labor and Materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 20__.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Business Address

NOTE: To be considered complete, both the Principal and the Surety must sign this Bidder's Bond. In addition, signatures of those executing for the Surety must be properly acknowledged.

Project _____

Contractor _____

SCHEDULE OF BID ITEMS

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SCHEDULE OF BID ITEMS

MIKE SHELLITO INDOOR POOL REPLASTERING PROJECT

The bidder, in compliance with the published Notice to Contractors, having examined the Plans and Specifications, any and all addenda, any related documents, and all of the sites of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of material, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time period set forth therein, and at the prices stated. This is a lump sum bid project. These prices are to include all labor, materials, supplies, and all other expenditures incidental to complete compliance to the Contract Documents.

The work to be included in the Contract shall be determined by the City prior to award of Contract. **The amount of the bid for comparison and award purposes shall be the total amount set forth in the “Grand Total Bid Price”.**

GRAND TOTAL BID PRICE:

Total lump sum bid includes all work as shown on the plans, project manual, and addenda to construct the Mike Shellito Indoor Pool Replastering Project.

Numerical **Grand Total Bid Price:** \$ _____

Written **Grand Total Bid Price:** _____ dollars and _____

The Project Experience Sheet (PROP 10 B) is required to be submitted with the proposal and shall be completed in its entirety. Failure to do so may be interpreted as incomplete/non-responsive bid.

Contractor Name (print or type): _____

Signature (by authorized representative): _____

Date: _____ License No.: _____ Class: _____

PROJECT QUALIFICATIONS/EXPERIENCE SHEET

Project Name: _____ Company Name: _____ License Type: _____

The following shall be fully completed by the Contractor detailing previous experience which satisfies the project prerequisite. This prerequisite includes park/aquatic projects of similar size and scope to that of the current project and which has been completed by your company within the last three (3) years. This form shall be fully completed and submitted as a part of the Proposal/Bid Schedule. Failure to do so could be interpreted as an incomplete/non-responsive bid.

1. Project Name: _____ Acres _____ Location: _____
Owner: _____ Contact Person: _____
Phone: (____) _____ Contract Amount: \$ _____ Year Completed _____
Landscape Architect/Architect: _____ Phone: (____) _____

Scope of Work (check all those that apply):

☐ Grading	☐ Drainage	☐ Irrigation	☐ Asphalt Concrete Work	☐ Concrete Forming
☐ Concrete Flatwork	☐ Special Concrete Finishing	☐ Decomposed Granite Paving	☐ Doors & Hardware	☐ Fencing
☐ Plumbing	☐ HVAC	☐ Framing/Drywall	☐ Cabinetry	☐ Lighting
☐ Drinking Fountains	☐ Masonry Block Work	☐ Epoxy Coating	☐ Restroom Facilities	☐ Landscaping
☐ Other (specify) _____				

2. Project Name: _____ Acres _____ Location: _____
Owner: _____ Contact Person: _____
Phone: (____) _____ Contract Amount: \$ _____ Year Completed _____
Landscape Architect/Architect: _____ Phone: (____) _____

Scope of Work (check all those that apply):

☐ Grading	☐ Drainage	☐ Irrigation	☐ Asphalt Concrete Work	☐ Concrete Forming
☐ Concrete Flatwork	☐ Special Concrete Finishing	☐ Decomposed Granite Paving	☐ Doors & Hardware	☐ Fencing
☐ Plumbing	☐ HVAC	☐ Framing/Drywall	☐ Cabinetry	☐ Lighting
☐ Drinking Fountains	☐ Masonry Block Work	☐ Epoxy Coating	☐ Restroom Facilities	☐ Landscaping
☐ Other (specify) _____				

3. Project Name: _____ Acres _____ Location: _____
Owner: _____ Contact Person: _____
Phone: (____) _____ Contract Amount: \$ _____ Year Completed _____
Landscape Architect/Architect: _____ Phone: (____) _____

Scope of Work (check all those that apply):

☐ Grading	☐ Drainage	☐ Irrigation	☐ Asphalt Concrete Work	☐ Concrete Forming
☐ Concrete Flatwork	☐ Special Concrete Finishing	☐ Decomposed Granite Paving	☐ Doors & Hardware	☐ Fencing
☐ Plumbing	☐ HVAC	☐ Framing/Drywall	☐ Cabinetry	☐ Lighting
☐ Drinking Fountains	☐ Masonry Block Work	☐ Epoxy Coating	☐ Restroom Facilities	☐ Landscaping
☐ Other (specify) _____				

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

The Bidder shall complete, under the penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the following space.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

Included in the Bid Price is full compensation for the requirements set forth in the
INSURANCE BROKER INFORMATION PACKET of the Project Manual.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

FOR COUNCIL APPROVAL
NOT FOR BIDDING

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

Although soil and site investigation reports have been obtained from sources believed to be reliable, no warranty expressed or implied is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information contained therein. These reports are subject to change at any time, may be incomplete, and/or may contain errors. This information is provided for informational purposes only. The City of Roseville provides this information on an "as is" basis. Warranties of any kind, express or implied, or statutory, including but not limited to the implied warranties of merchantability, and fitness for a particular purpose ARE DISCLAIMED to any party viewing these documents or to any third party.

The City of Roseville does not accept and expressly disclaims liability to any party viewing such information, or to any third party whatsoever, for any loss, damage, or injury (including incidental or consequential damages) whether such loss, damage, or injury is the result of negligence, willful or intentional misconduct, or any other cause.

I have read and acknowledged the above disclaimer and agree to hold harmless the City of Roseville on any theory of liability for any loss, damage or injury whether in contract, strict liability or tort arising in any way out of the use or contents of the released information or documents described above or the performance of the work called for herein.

Print Name

Signature

Name of Business/Company/Corporation

Date

Address

Phone

END OF PROPOSAL

FOR COUNCIL APPROVAL
NOT FOR BIDDING

PROP - 15

A G R E E M E N T

THIS AGREEMENT, is made and entered into this ____ day of _____,
20____, by and between the City of Roseville, a municipal corporation, ("CITY"), and
_____, a _____,
("CONTRACTOR"); and

W I T N E S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the ____ day of _____, 20____, approved plans and specifications for the _____

and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the ____ day of _____, 20____; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the ____ day of _____, 20____, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the _____

_____ in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR _____

_____ dollars (\$ _____) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including general conditions, supplemental conditions, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$_____ per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within _____ Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE

CONTRACTOR

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

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

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

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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

CITY OF ROSEVILLE, a _____, a
municipal corporation _____

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
its: _____

and

BY: _____
its: _____

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name: _____

Title: _____

FOR COUNCIL APPROVAL
NOT FOR BIDDING

INSURANCE BROKER INFORMATION PACKET

Project:_____

NOTICE TO CONTRACTOR:

For your convenience, this package contains the Requirements for Insurance and Bonds for this project, including the necessary City forms. You are required to return these forms in addition to the executed Contract within fifteen (15) calendar days after the award of the Bid, unless otherwise directed by City in writing. (See the Instructions to Bidders.)

Please insert the dollar amount of your accepted Bid into the blank on page INS-1 and present this entire package to your insurance broker if you are awarded the Bid.

FOR COUNCIL APPROVAL
NOT FOR BIDDING

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FOR COUNCIL APPROVAL
NOT FOR BIDDING

NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Roseville to perform a public works project known as _____. The Contract Conditions for that project require your client (“the Contractor”) to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) days after the Bid award, unless otherwise directed by the City in writing, or else the Bid award may be terminated and awarded to another company.

This package contains the information you will need as an insurance broker to provide the appropriate insurance and bonds to the City. The insurance coverages the Contractor needs are specified in the section entitled “Insurance Requirements.” Please note that, in addition to the insurance certificate itself, copies of several endorsements must be actually furnished.

Please refer to the Supplemental Conditions for modifications of the General Conditions, if any, and the requirements of this insurance packet.

Please use the standard City of Roseville Bond Forms provided in this package.

The Bonds required must each be in the penal amount of: \$_____.

Bonds must be sent to the following staff person:

Insurance documents must be provided using one of the following methods:

- a. By email to roseville@ebix.com and riskmanagement@roseville.ca.us
- b. By fax to (770) 335-5727 and (916) 774-5461

After using one of these methods, please **DO NOT** send the insurance certificate(s) by mail.

When forwarding the documents, please refer to the project name so that the documents can be matched with the Contract for which they are submitted.

Thank you.

INS - 1

INSURANCE REQUIREMENTS

The following sections are quoted from the General Conditions:

5-1.23 **INSURANCE COVERAGE.**

A. **Evidence of Maintenance Required.** The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. **Qualifying Insurers.** With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. **Insurance Required.**

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars (\$1,000,000) and

limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars (\$1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of

the Contractor.

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars (\$1,000,000) shall cover all Contractors staff while performing any work incidental to the performance of this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance Is ____ OR Is Not**

____ Required by Risk Management: The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or

pollutants, in limits not less than Two Million Dollars (\$2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a “claims made” or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an “occurrence” basis.

5-1.24 **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by City in writing. Policies containing any

SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be

endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars (\$500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

Bond No. _____
Premium \$ _____

**PUBLIC WORKS
FAITHFUL PERFORMANCE BOND**

(Project: _____)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____ as contractor ("PRINCIPAL") for the public work described as _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars (\$ _____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in

this paragraph to the contrary notwithstanding, the obligation of the SURETY shall continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the
PRINCIPAL and SURETY above-named, on the ____ day of _____,
20____.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

*(Notarization by Surety and copy of
Power of Attorney required.)*

APPROVED AS TO FORM:

BY: _____
City Attorney

FOR COUNCIL APPROVAL
NOT FOR BIDDING

Bond No. _____
Premium \$ _____

**PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND**

(Project: _____)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____ as contractor ("PRINCIPAL"), for the public work described as _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars (\$ _____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in Section 8004 or 9100 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the _____ day of _____, 20__.

PRINCIPAL:

SURETY:

BY: _____ BY: _____

PRINT NAME: _____ PRINT NAME: _____

PRINT TITLE: _____ PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

*(Notarization by Surety and copy of
Power of Attorney required.)*

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF ROSEVILLE

GENERAL CONDITIONS

FOR

BUILDINGS AND GROUNDS

FOR COUNCIL APPROVAL
NOT FOR BIDDING

GC

**CITY OF ROSEVILLE
GENERAL CONDITIONS
FOR
BUILDINGS AND GROUNDS**

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FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 1

DEFINITIONS AND TERMS

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

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

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

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

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

with certain contractual requirements.

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

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

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

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

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

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

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

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

1-1.14 **CLAIM.** A separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief for damages or penalties for delay assessed by

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence

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

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

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

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

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

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

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

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

equipment and/or facilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the Work Site.

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

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

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

SECTION 2

CONTROL AND SCOPE OF THE WORK

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

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

satisfactory and workmanlike manner.

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

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

2-1.03 **EXAMINATION AND VERIFICATION OF CONTRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2-1.07 **ORDER OF WORK.** When required by the Contract Documents, the Contractor shall follow the sequence of operations set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for the various Contract items of work, and no additional compensation will be allowed therefor.

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Mechanical drawings
16. Printouts of all software programs and configuration files
17. Factory and field test procedures and results

Operation and maintenance manuals for complex equipment shall also include:

18. Alternate specified operating modes
19. Emergency shutdown instructions
20. Normal shutdown instructions
21. Long term shutdown instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 3

CHANGES IN THE WORK

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

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

default under this Agreement.

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

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

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

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

3-1.03

EMERGENCY AND INDETERMINATE TYPE CHANGE

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

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

3-1.04

EXECUTED CHANGE ORDER.

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

3-1.05

CONTRACT PRICE ADJUSTMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the equipment rental rates published by Caltrans at the following website address:

<http://www.dot.ca.gov/hq/construc/equipmnt.html>. Equipment located at a Work Site and utilized on non-Force Account work shall not be eligible for standby payment, and shall be charged on a Force Account basis only when solely performing pre-approved Force Account work tasks.

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

15 percent for labor;

10 percent for materials; and

5 percent for equipment rental.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4

CONTROL OF MATERIALS

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

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

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

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

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

before Acceptance of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Costs of Testing.

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

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

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

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

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

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

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

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

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

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

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

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

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

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

5-1.03 **NONDISCRIMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the general prevailing rate of wages applicable to the categories of workers the City anticipates will be utilized for this project for straight time, overtime, Saturday, Sunday, and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned or, if no collective bargaining applies, those holidays identified in Government Code Section 6700. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, which is incorporated herein as a part of this Contract.

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

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

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

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

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

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contractor for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5.

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

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

1. The information contained in the payroll record is true and correct.
2. The employer has complied with the requirements of Section 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

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

basis:

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

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

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

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

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

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

obliterated to prevent disclosure of an individual's name, address and social security number.

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

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

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

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

5-1.07 **SAFETY REQUIREMENTS.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted construction practices and State law, the Contractor shall have the authority and be solely and completely responsible for conditions on the Work Site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce Work Site safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all Subcontractors adhere to the minimum Cal/OSHA safety requirements and that each Subcontractor has an effective Cal/OSHA IIPP (Illness and Injury Prevention Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The Contractor shall designate a safety officer and have in place a health and safety plan in accordance with the laws of State of California and conduct safety meetings and document them in accordance with the law. The Contractor shall have the safety record available for inspection during working hours and shall submit job site safety meeting reports with each Application for Payment.

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

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

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

19. Transite (Asbestos) Pipe Work Procedure.

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

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

The services of the Director in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's Work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. If a City employee observes a safety violation, the City employee will report the violation to the Contractor who is then responsible for assuring the violation is abated.

The Contractor is hereby informed that Work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous Work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements of Cal/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by its operations.

To ensure compliance with California Labor Code Section 6705, the Contractor shall submit to the City, at least five (5) Days in advance of excavation of any trench five feet (5') or more in depth, Working Drawings to the Director showing the design of shoring, bracing, sloping and other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such Working Drawings vary from the shoring system standards established by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared and signed by a registered civil or structural engineer in the State of California. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's Subcontractors and nothing in this section shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety Contractor's Working Drawings shall be subject to approval insofar as the details affect the character of the finished Work and for compliance with design requirements applicable to the construction when specified or called for, but details of the design will be left to Contractor who shall be responsible for the successful construction of the Work. The City shall approve Working Drawings before any Work involving such drawings is performed. Approval and/or acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and its registered engineer.

The Contractor shall perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air

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

1. All notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction; and
2. Any claim, cause of action, or administrative or judicial proceeding brought against the City, its officers, agents, employees, and volunteers for any loss, cost (including reasonable attorneys' fees), damage or liability, sustained or suffered by any person or entity, including the City.

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

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

Contractors or Subcontractors removing one hundred or more square feet (100') of asbestos must be "Certified" in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements including, but not limited to, California Code of Regulations Section 1529, Title 8.

Nothing in these General Conditions is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and Install the higher standards called for without extra charge.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

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

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

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

The Contractor shall also comply with all rules, regulations, statutes and ordinances

regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601, 40 C.F.R. Part 61, Subpart M, and California Code of Regulations Section 1529, Title 8.

If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease Work and notify the City.

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

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

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

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

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

muffler.

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

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

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

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

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

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

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

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

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

Discharges Associated with Construction Activity.

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

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

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

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

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

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

The City of Roseville, its officers, agents, employees, and volunteers, including but not limited to the Director and his or her designee, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, its workers, or anyone employed by the Contractor or the Contractor's Subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the Work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save and hold harmless the City, and its respective officers, agents, Subcontractors, employees, and volunteers, and the successors and assigns of

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

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

The Contractor’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnity obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. The parties intend that the defense and indemnity obligations in this Contract shall be broadly construed.

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

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the Department may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) Days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-1.07, "Progress Payments," of these General Conditions.

C. If the City has retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with matter for which such retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

5-1.23 **INSURANCE COVERAGE.**

A. **Evidence of Maintenance Required.** The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall

provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars (\$1,000,000) and limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars (\$1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL

Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9

(non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3. Workers' Compensation: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars (\$1,000,000) shall cover all Contractors staff while performing any work incidental to the performance of this Agreement.

4. Professional Liability: Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. Builder's Risk/Course of Construction Insurance (If Required by Risk Management): The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards

including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. Pollution Coverage: Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars (\$2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. Higher Coverage Limits: If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. Claims Made Coverage: Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

5-1.24 **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these

same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

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

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars (\$500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured

retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

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

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

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

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

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

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

5-1.27 **OCCUPANCY BY THE DEPARTMENT PRIOR TO**

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

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

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

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

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

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

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

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

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

- A. An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of such has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the Work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.
- B. Occupancy and use by the Department or the public prior to the completion of the entire project.
- C. Acts of the Federal Government or the public enemy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5-1.42 **CITY OF ROSEVILLE ENCROACHMENT PERMITS AND**

RIGHTS-OF-WAY. The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director and City Engineer.

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

SECTION 6

PROSECUTION AND PROGRESS

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

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

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

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

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

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

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

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

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

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

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

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

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

6-1.04 **PROGRESS SCHEDULE.**

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

favorable review by the Director.

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

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

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

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

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

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

- (a) preceding and following event numbers
- (b) activity description and number
- (c) estimated duration of activities
- (d) earliest start date (by calendar date)

- (e) earliest finish date (by calendar date)
- (f) actual start date (by calendar date)
- (g) actual finish date (by calendar date)
- (h) latest start date (by calendar date)
- (i) latest finish date (by calendar date)
- (j) slack or float
- (k) percentage of activity completed

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Cash Flow Projection. A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

F. Schedules showing project completion dates earlier than specified in the Supplemental Conditions will be rejected unless justification can be provided for early completion.

6-1.05 **SCHEDULE OF VALUES.** Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Director a detailed Schedule of Values or cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of Work shall be grouped by structure, pipeline, system, etc. Within each grouping, Work should be itemized by readily measurable quantities of Work complete in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Move-on costs, bond and insurance costs, and Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the Schedule of Values is not favorable reviewed by the Director, another Schedule of Values shall be submitted that is mutually acceptable to the Contractor and the Director.

6-1.06 **CITY'S RIGHT TO STOP WORK.** The Director shall have the

authority to order the Contractor, in writing, to suspend the Work wholly or in part, for such period as the Director may deem necessary due to the failure on the part of the Contractor to correct Work that is not in accordance with the requirements of the Contract Documents or if Contractor persistently fails to carry out Work in accordance with the Contract Documents.

The Contractor shall immediately comply with the written order of the Director to suspend the Work wholly or in part. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director.

Any stoppage of work under this section shall be at the Contractor's sole expense, and the Contractor shall have no claim against the City based on the Contractor's failure to perform the Work in accordance with the Contract Documents.

In addition to the City's right to stop Work, the City may order the Contractor to submit to the City at no additional cost to the City, additional information concerning Contractor's planned Work if the Contractor fails to promptly correct Work that is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents. The additional information ordered by the City may include, but is not limited to, preparation of Submittals or Working Drawings not otherwise required to be submitted under the Contract Documents.

In the event the City discovers that the Contractor has created an unsafe condition the City may arrange for other work forces to remedy the condition. Such remedial work shall be at the sole discretion of the City. If this action is required, the City may unilaterally terminate Work under the Contract, and will pay only for the quantities of Work actually performed, less the cost of the City's remedial Work. In the event that Work is not halted, the Contractor must take immediate steps to correct the situation. There will be no extra payment for Work required

to correct unsafe conditions.

The right of the City to suspend the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction or derogation of the City's other rights under the Contract Documents.

In the event of a suspension of Work under any of the conditions set forth in this Section 6-1.06, such suspension of Work shall not relieve the Contractor of its legal responsibilities as set forth in these General Conditions.

6-1.07 **TIME OF COMPLETION.** The Contractor shall complete the entire Work, including Installation, repairs, startup, troubleshooting, painting, and touchup, training, submittal or record drawings, and manuals, cleanup, demobilization, and all other Work within the number of Days set forth in the Supplemental Conditions. The time for completion includes an allowance for working time lost due to normal inclement weather.

Extensions of time may be allowed for unusual inclement weather under the provisions hereinafter described. Unusual inclement weather is weather which adversely affects "controlling" operations or the critical path of construction and which meets one of the following criteria:

A. For the particular calendar month in question, the number of individual Days with rainfall exceeding 0.10 inches exceeds the average number of such Days for that month over the immediately preceding five (5) years of record by at least three (3) Days.

B. For the particular calendar month in question, the total cumulative rainfall for that month exceeds the average cumulative rainfall for that month over the immediately preceding five (5) years of record by at least two inches (2").

Rainfall shall be measured at a publicly operated, maintained, and reported station in reasonable proximity to the construction site. A claim for delay shall indicate the period of rainfall which is claimed as “unusual,” the specific dates during which the unusual rainfall and subsequent wet soil conditions prevented Work, and the specific critical path tasks adversely affected by such unusual weather. A claim for delay due to unusual inclement weather shall be filed within ten (10) Days of the apparent end of the unusual inclement rainfall period, whether or not the monthly totals are available at that time. The burden of proof that weather meets the criteria for unusual weather shall be solely the responsibility of the Contractor.

It is the responsibility of the Contractor to order materials required for the Work properly and promptly on a Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

If performance of extra Work ordered by the City or failure of the City to provide the necessary site for Installation affects construction tasks which are “controlling” or which are on the “critical path” of the Construction Schedule, suitable extensions of time will be made.

The Contractor shall not be entitled to a time extension for delays in activities on non-critical paths of the favorably reviewed schedule unless the duration of the excusable delay exceeds the total float of the activities being delayed. If the duration of an excusable delay does exceed the total float of the activities affected by the delay, the Contractor shall be entitled to an extension equal to the difference.

C. Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Director.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract

that in case all the Work called for under the Contract in all parts and requirements is not completed within the number of Days as set forth in the Supplemental Conditions, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the monetary amount indicated in the Supplemental Conditions in dollars (U.S.) per day for each and every calendar day of delay in completing the Work in excess of the number of Days prescribed and the number of additional calendar days, if any, authorized by Contract Change Order; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the number of Days specified, the City shall have the right to increase the number of Days or not, as it may deem best to serve the interest of the City, and if it decides to increase the said number of Days, it shall further have the right to charge to the Contractor, its heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other Overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of preparation of final statement shall not be included in such charges.

6-1.09 **DELAYS AND EXTENSIONS TO THE WORK.** The Contractor must complete all Work within the time specified in the Agreement. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering

and inspection for any delay in substantially completing the Work (or parts thereof) beyond the time set forth in the Agreement, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of public enemy, fire, floods, abnormal weather (as described below), earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes, fire, changes made pursuant to the provisions of "Changes in the Work" under Section 3 of these General Conditions or acts or neglect of the City not contemplated by the Contract Documents. In all cases, any extension of time is conditioned on the following:

1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent and minimize the effects thereof; and
2. That the Contractor notifies the Director in writing within three (3) Days from the beginning of such delay specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension.

No extension of time will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the City documentary proof that it has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work and further proof, as acceptable to the Director, that the inability to obtain such materials when originally planned did in fact cause a delay in Final Completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration

will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the City that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.

No extension of time will be granted for a delay caused by Contractor's staff turnovers, understaffing or insufficient quantity of qualified staff able to perform the necessary work.

The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract Documents.

No extensions of time will be granted for delays that have no measureable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they will be limited to the period equivalent to the actual number of Days lost on the critical path or controlling operations of the Construction Schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time must be supported with a critical path analysis showing the critical path and impacts to it. Contractor's failure to submit this analysis will be sufficient cause for denial of any request for a time extension.

Within a reasonable period of time after the Contractor submits the notice and information required by this section, the City will determine whether an extension of time is justified and, if so, the number of days for the extension.

Abnormal weather may be a valid basis for a time extension under the Agreement. "Abnormal Weather" occurs when the number of days of rain above 0.5 inches in a 24 hour

period exceeds the average for such rainfall in a particular month as determined by the National Weather Service. The Contractor will only be entitled to, at most, a time extension for the number of days of rain exceeding the average for that month in the locale where the Work is to be performed. If delays are caused by the Contractor or those for whom the Contractor is responsible, the Contractor will only be entitled to, at most, a time extension for the number of rain days exceeding the average for the month when the Work should have been performed.

In addition, before a time extension may be granted for abnormal weather, the Contractor must establish that the rain either significantly impacted at least sixty percent (60%) of the planned work of the controlling operations for a particular day or prohibited at least five (5) hours of work on the controlling operations planned for that day. Contractor shall employ reasonably methods to mitigate the impact of abnormal weather (i.e., dewatering, protection of site, etc.) The occurrence of rain during non-work hours or having minimal impact to work on the controlling operation shall not constitute a day of abnormal weather.

In the event that the project experiences favorable weather for a particular month (e.g., the number of actual rain days in a month less than that indicated above for allowable rain days per months), the additional float resulting from such favorable weather shall accrue to the project.

Any Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Contractor has fulfilled each of the following three (3) requirements:

1. Contractor has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.
2. The delay was caused solely by the City's issuance of changes made pursuant to the

provisions of “Changes in the Work” under Section 3 of these General Conditions or by acts or neglect of the City.

3. The delay was unreasonable under the circumstances and not within the contemplation of the parties.

It is expressly understood and agreed that delays caused by the City will be non-compensable when there are concurrent delays caused by the Contractor. Also, the Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by non-compensable delays, including, but not limited to, fire, floods, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, and freight embargoes.

Contractor’s damages and/or additional compensation for delays will consist solely of the extended costs of maintaining the Contractor’s Work Site presence. The Contractor will not be entitled to any extended home office overhead.

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a Force Account basis with the following exceptions:

1. The time for which compensation will be paid will be the actual normal working hours during which such delay conditions exists, but in no case will exceed eight (8) hours in any one day.
2. The days for which compensation will be paid will be each calendar day of the work week (defined elsewhere in the Contract Documents) and Legal Holidays, during the existence of such delay, except that when rental of the equipment is paid for under the provisions in Section 3-1.06C, “Force Account Payment – Equipment,” of these General Conditions, no payment will be made for delays in accordance with the

provisions of this section.

Actual loss shall be understood to include no items of expense other than idle time of personnel, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this section and compensation for idle time of personnel will be determined pursuant to Section 3-1.06A, "Force Account Payment – Labor," of these General Conditions. No markup will be added in either case for Overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided pursuant to "Changes to the Work" elsewhere in the Contract Documents.

6-1.10 **TERMINATION.**

6-1.10A **TERMINATION OF AGREEMENT – CONVENIENCE OF CITY.** The Department reserves the right to terminate the Contract at any time and for any reason if the Director determines that to do so would be in the best interest of the City. Any termination which is not based on the circumstances set forth in Section 6.1-10B below shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

Upon the Contractor's receipt of a written Notice of Termination for convenience, the Contractor shall cease Work as to those portions of the project so terminated and shall undertake the steps outlined in Section 6-1.10B below.

1. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:
 - a. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.07, "Progress

Payments,” of these General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Director certifies that such materials have been stored in the manner and at the locations he or she has directed.

- b. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.
- c. When the Director determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, the Contractor will recommend that the City formally accept the Work, and immediately upon and after such Acceptance by the City, the Contractor will not be required to perform any further Work thereon and shall be relieved of its contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the City.

2. The total compensation to be paid to the Contractor shall be determined by the Director on the basis of the following:

- a. The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general

administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.

- b. A reasonable allowance for profit on the cost of the Work performed as determined under subsection (a), provided the Contractor establishes to the satisfaction of the Director that it is reasonably probable that it would have made a profit had the Contract be completed and provided further, that the profit allowed shall in no event exceed four percent (4%) of said cost.
- c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Director.
- d. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's Subcontractors, necessary to determine compensation in accordance with this Section, shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Acceptance of the Work by the Director, the Director may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

In the event that the City terminates this Contract under Section 6-1.10B below and it is determined for any reason that there was not sufficient cause to do so, the City's termination automatically will convert to a termination for convenience under this section and the terms and conditions outlined in this section automatically will be applied to effectuate the Contract termination. Thus, damages to which a Contractor may be entitled as a result of an improper default termination will be limited to the amounts provided for in this section.

The provisions of this section shall be included in all subcontracts.

6-1.10B **TERMINATION OF AGREEMENT - FOR CAUSE.** An

"Event of Default" as referred to in this section shall occur if the Contractor:

1. Fails to maintain progress of the Work in accordance with the requirements of the Contract Documents; or
2. Fails to prosecute the Work or any of its components in accordance with the Contract Documents; or
3. Persistently or repeatedly fails or refuses to supply sufficient properly skilled workers or proper material to permit the performance of the Work in accordance with the Contract Documents; or
4. Fails to make prompt payment to Subcontractors or Suppliers in accordance with the respective agreements between the Contractor and the Subcontractor and Contractor and Supplier; or
5. Fails to comply with applicable laws, ordinances or rules, regulations or orders of a public authority having jurisdiction over the Work; or
6. Abandons, assigns or sublets the Contract without approval of the City; or
7. Becomes bankrupt or is subject to appointment of a receiver on behalf of the

Contractor; or

8. Otherwise is guilty of a substantial breach of a provision of the Contract Documents.

Upon the City's reasonable belief that there has been an Event of Default by the Contractor, the City may elect to give the Contractor written notice thereof. The Contractor thereafter shall cure the default as soon as possible and in no event after ten (10) Days from the Contractor's receipt of the City's written notice.

If the Contractor does not timely cure its default, the City may, without waiver of any of its other rights and remedies, elect to terminate the Contract, or portion thereof.

Upon the City's election to terminate the Contract, or portion thereof, the City shall have the right to complete the Work, or portion involved, by whatever means and methods it deems expedient, including the hiring of others on such terms as the City deems advisable. The City shall have the right to take possession of the Contractor's materials, plant, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for wear and tear. The Contractor shall have no rights in such property during its use by the City. The City shall not be required to obtain the lowest prices for completing the Work or a portion of it but shall make such expenditures as, in the City's sole judgment, best accomplish such completion.

The expense of completing such Work or portion thereof, together with a reasonable charge for engineering, managerial and administrative services, as certified by the City, shall be charged to the Contractor, and the expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Agreement, then the Contractor or its surety or sureties shall promptly pay the amount of

such excess so due. When the City terminates the Contract under this section, the Contractor shall not be entitled to receive any further payments until the Work is completed and there has been a final settlement of costs of completing the Work covered by such notice of default.

The City will issue to the Contractor a written notice specifying that the Contract, or portion thereof, is terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop all Work under the Contract; or if partial termination, stop Work relating to the terminated portion of the Agreement;
2. Perform Work the City deems necessary to secure the Work Site for termination including measures to leave the Work Site in a safe condition;
3. Remove equipment from the site of Work, as specified by the City;
4. Take such action as is reasonably necessary to protect materials from damage;
5. Notify all Subcontractors and Suppliers that the Contract or portion thereof is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City;
6. Provide the City with an inventory list of all materials previously produced, purchased or ordered from Suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the City may request;
7. Dispose of materials not used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City (a) with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made by the City and (b) with bills of sale or other documents of title for such

materials;

8. Subject to the prior written approval of the City, settle all outstanding liabilities and all claims arising out of Subcontractors or orders for materials terminated hereunder. To the extent directed by the City, the Contractor shall assign to the City all rights, title and interests of the Contractor under subcontracts or orders for materials terminated hereunder. The City shall be at liberty to negotiate with and engage any Subcontractors who had contracted with the Contractor for the Work;
9. Furnish the City with the documentation required to be furnished by the Contractor under the provisions of the Contract Documents, including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Agreement; and
10. Take such other actions as the City may direct.

If only a portion of the Work has been terminated, the Contractor shall perform the remainder of the Work in conformity with the Contract Documents and in such a manner as not to interfere with the City or others in their performance and completion of the portion of the Work which was terminated.

The City may recover from the Contractor the amount of any loss or damage, including consequential damages, suffered or incurred as a result of the Contractor's default.

SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 **ACCEPTANCE.** When the Contractor believes that the entire Work is fully and finally completed, including the satisfactory completion of inspections, tests, and documentation specified in the Contract Documents and completion of all punch list and clean-up items, the Contractor shall submit to the City a written request for final Acceptance within fifteen (15) Days thereafter, specifying that the Work is fully and finally completed and the date on which it was completed. Within thirty (30) Days after receipt of the request for final Acceptance, the City will inspect the Work and will either:

1. Reject the request for final Acceptance, specifying the defective and/or uncompleted portions of the Work; or
2. Notify the Contractor that the Work will be accepted by Resolution of the City Council of the City of Roseville, and a Notice of Completion will be caused to be recorded by the City Clerk; or
3. Notify the Contractor that the Work has been accepted by the City but no Notice of Completion will be recorded.

If the City rejects the request for final Acceptance, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall again submit a written request for final Acceptance of the Work, specifying a new date based on the date the defective and/or uncompleted portions of the Work were corrected. Thereafter, the foregoing procedure shall apply successively until the City has verified that the Work is fully and finally completed and accepted the Work by Resolution of the City Council or by written

notification from the Director. Immediately upon such Acceptance, the Contractor shall be relieved of the duty of maintaining the Work as a whole.

All warranties commence upon final Acceptance of the Work. The City's final Acceptance of the Work shall not be construed as an acceptance by the City of any latent defects discovered with regard to the Contractor's work. Furthermore, Contractor's obligations under Section 5-1.22 "Responsibility for Damage and Indemnification" shall still remain applicable after the City's grant of final Acceptance of the Work.

Prior to final Acceptance, the Contractor shall submit to the City the Record Documents and Operation and Maintenance Manuals as specified in the Contract Documents.

7-1.02 **SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the Director and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.03 **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act by the City,

including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless the Contractor has given the City due written Notice of Potential Claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the notice provisions in Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions, nor to any claim which is based on differences in measurement or errors of computation as to correct quantities.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within seven (7) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of such claim.

If there is a dispute over any claim, the Contractor shall continue to Work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be

governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all Work that is the basis of any dispute. On a daily basis, Contractor shall submit to City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of the Contractors' daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of the Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information

submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these General Conditions, including but not limited to Section 7-1.04.

It is the intention of this Section 7-1.03 that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

7-1.04 **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) Days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time

specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time specified herein, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) Days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 7-1.05 below.

7-1.05 **DISPUTE RESOLUTION PROCEDURE.** All Claims not resolved

pursuant to Section 7-1.04, shall be resolved pursuant to Public Contract Code Section 10240, et seq.

7-1.06 **STOP PAYMENT NOTICES.** The City, by and through the Department or other appropriate office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Civil Code Section 9350, et seq., including an amount to provide for the reasonable cost of any litigation thereunder.

7-1.07 **PROGRESS PAYMENTS.** Within fifteen (15) Days after the effective date in the Notice to Proceed, but in any event prior to Contractor's first Application for Payment, the Contractor shall submit to the City a detailed Schedule of Values.

Upon its approval, the Schedule of Values will form a basis for determining the compensation payable to the Contractor based on its actual progress of Work with respect to each Lump Sum bid item. The City, prior to any progress payment being made, must approve the Schedule of Values.

At the Director's discretion the approved Schedule of Values may be used as the basis for calculating the adjustment in compensation for a lump sum bid item due to changes ordered by the Director. When an ordered change increases or decreases the quantities shown in an approved Schedule of Values, at the Director's discretion, the adjustment in compensation may be determined in the same manner specified for increases and decreases in the quantity of a bid item of work in accordance with Section 3-1.05(B), "Contract Price Adjustment," of these General Conditions.

The Contractor once in each month shall submit an Application for Payment, for approval by the Director. Contractor's Applications shall be based on the Schedule of Values submitted to the City. These applications shall be supported by: (1) documentation requested by the City to

substantiate the payment request; (2) statutory releases from Contractor and all Subcontractors and suppliers pursuant to Civil Code Sections 8132 and 8138; and (3) certified payroll records for the period for which payment is requested. Specifically, the Contractor will submit conditional waivers upon progress payment executed by all contractors and suppliers that will be receiving sums sought in the instant payment request and also submit unconditional waivers upon progress payment executed by all contractors and suppliers that have been paid to the date of the payment request. The Contractor shall certify that the Work for which payment is requested has been accomplished. When requested by the City, the Contractor shall submit receipts, invoices and other documentation that the City requires to be furnished for purpose of evaluating the application.

The City will pay the Contractor within thirty (30) Days after its receipt of an undisputed and properly submitted Application for Payment, after deducting all previous payments, retention, and other sums as described in the Contract Documents. Within seven (7) Days of its receipt of the Contractor's Application for Payment, the City will determine whether it complies with the provisions of the Contract Documents. As appropriate, the City will return the application to the Contractor accompanied by a document prepared by the City setting forth the reasons for the rejection. Thereafter, the Contractor shall correct and resubmit the Application for Payment. Progress payments may be withheld for Work that is not performed in accordance with the Contract Documents.

The City may deduct the following from each progress payment:

1. An amount equal to one hundred and twenty-five percent (125%) of the amount claimed under any stop payment notice or other lien filed against the Contractor, which includes an amount to provide for the reasonable cost of any litigation

thereunder.

2. Any Liquidated Damages or Assessments that have accrued as of the date of the Application for Payment.
3. Any sums expended by the City in performing any of the Contractor's obligations under the Agreement that the Contractor has failed to perform.
4. Any other sums that the City is entitled to recover from the Contractor under the terms of the Contract including damages to the City's property.
5. The failure of the City to deduct any of the above identified sums from a progress payment shall not constitute a waiver of the City's right to such sums.

No such estimate or payment shall be construed to be an acceptance of any defective Work or improper materials.

Under no circumstances will the City make payment to unlicensed Contractors. As a condition of payment, the Contractor is required to maintain the applicable Contractor's license as identified in the Notice to Contractors for the duration of the Work.

7-1.08 **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**

Partial payments may be made to the extent of seventy-five percent (75%) of the cost of materials and equipment plus delivery to be incorporated in the Work, provided that such materials and equipment meet the requirements of the Contract Documents and are delivered to acceptable sites on the plant site or at other sites in the vicinity that are acceptable to the City and only with the prior written approval by the City. Such delivered costs of stored or stockpiled materials and equipment may be included in the next progress payment after the following conditions are met:

- A. Equipment and materials will only be eligible if given conditional or final

Acceptance by the Director and are in apparent compliance with favorably reviewed Submittals.

B. Only equipment or materials which have received favorable review of Shop Drawings will qualify.

C. The material or equipment has been stored or stockpiled adequately protected against damage in a manner acceptable to the Director at an approved site.

D. The Contractor has furnished the Director with acceptable evidence of the quantity and the quality of such stored or stockpiled materials or equipment with identification of where they will be incorporated into the project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material or equipment and transportation costs have been paid.

F. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) and lien releases to the material or equipment so stored or stockpiled.

G. The Contractor has furnished the City evidence that the material or equipment so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the City payment for such stored or stockpiled materials or equipment shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials or equipment in accordance with the requirements of the Contract Documents.

In no case will the amount of progress payments for materials or equipment on hand exceed the Contract Price for such materials or equipment or the Contract Price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant

materials.

The Contractor shall bear all costs associated with the progress payment of stored or stockpiled materials or equipment in accordance with the provisions of this Section.

7-1.09 **RETENTION ON PROGRESS PAYMENTS.** From each progress payment estimate, five percent (5%) will be deducted and held in retention by the City. The remainder, less any deductions described in Section 7-1.07, "Progress Payments," of these General Conditions, will be paid to the Contractor as progress payments.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit Securities in lieu of retention payments by the City. Upon the Contractor's request, the City will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if the Contractor deposits in escrow with the City or with a bank acceptable to the City, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. The Contractor shall bear the expenses of the City and the escrow agent in connection with the escrow deposit made.
2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
3. Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall be substantially similar to the form provided in California Public Contract Code section 22300.

4. The Contractor shall obtain the written consent of the surety to such agreement.

7-1.10 **FINAL PAYMENT.** Final payment will be made only after Contractor has achieved Final Completion of the Work pursuant to the provisions of Section 7-1.01, “Acceptance,” of these General Conditions. Before final payment can be made, the Contractor shall have furnished the City with the following:

1. All Record Documents, catalogues, instruction sheets and information as required by the Contract Documents.
2. Conditional Waivers and Releases Upon Final Payment executed by Contractor and all Subcontractors and Suppliers, as provided by Civil Code Section 8136. Unconditional Waivers and Releases Upon Final Payment, as provided in Civil Code Section 8138, executed by Contractor and all Subcontractors and Suppliers, must be provided for all Subcontractors and Suppliers that have been paid in full.

Within thirty (30) Days of the date of the City’s Acceptance of the Work, the Contractor shall prepare and submit a Final Invoice, showing the proposed total amount due the Contractor, segregated by Bid item quantities, Change Order Work, and other basis for payments; deductions made or to be made for prior payment; and amounts previously retained. Prior invoices and payments shall be subject to correction in the proposed Invoice for Final Payment. Payments to the Contractor will be made only for actual quantities of the Contract items of work constructed in accordance with the Contract Documents.

The City will review the Contractor’s proposed Final Invoice and necessary changes or corrections will be forwarded to the Contractor. Within ten (10) Days thereafter, the Contractor

shall submit a revised proposed Final Invoice incorporating changes or corrections made by the City together with any new claims resulting therefrom. Upon approval by the City, the corrected proposed Final Invoice will become the approval Final Invoice.

If agreements are reached on all questions regarding the Final Invoice, the City will pay the entire sum found due on the approved application. However, the City will withhold sums sufficient to pay all unsettled claims for which stop payment notices have been filed pursuant to Section 9350, et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

Final payment will be made within thirty (30) Days after receipt of an approved Final Invoice and other required Submittals referenced above or within sixty (60) Days after Acceptance of the work by the City, whichever is later, provided, however, that if an approved Final Invoice has not been submitted within sixty (60) Days after Acceptance of the Work by the City, the City may elect to make payment of sums not in dispute without prejudice to the right of either the City or the Contractor in connection with such disputed sums. Notwithstanding the foregoing, if a Notice of Completion is recorded, final payment shall not be made prior to the expiration of the thirty-five (35) calendar day lien period. The start of this lien period is the date the Placer County Recorder's Office records the Notice of Completion.

The City may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of any amount in dispute between the City and the Contractor.

The making of Final Payment shall not operate to release the Contractor or its sureties from obligations arising under the Contract, the Contract bonds and warranties as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by the City arising from:

1. Unsettled or future liens;
2. Failure of the Work to comply with the requirements of the Contract Documents;
3. The terms of any warranties required by or contained in the Contract Documents;
4. The right to any insurance proceeds or the right to make any insurance or bond claims;
5. Any claims with respect to Contractor's obligations of indemnity with respect to claims asserted by third parties; or
6. Any latent deficiencies with the Work or Contractor's fraud.

7-1.11 **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.10, "Final Payment," of these General Conditions, for a period of three (3) years after Acceptance of the Work, all estimates and payments made pursuant to said Section 7-1.10, are subject to correction for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City agree to pay to the other any sum due under the provisions of this Section 7-1.11, provided, however, if the total sum to be paid is less than \$100, no such payment shall be made.

7-1.12 **WARRANTY.** Notwithstanding inspections and Acceptance by the City of Work furnished under the Contract Documents, the Contractor hereby unconditionally guarantees that all materials and equipment furnished will be of good quality and new, that the Work will be free from defects in workmanship and materials and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

This warranty by the Contractor is in addition to any warranties or guarantees required elsewhere in the Contract Documents. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

The Contractor hereby agrees to repair or replace any and all Work, together with any other adjacent Work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material during the greater of a period of one (1) year after Acceptance of the Work by the City or the period specified in the Special Conditions, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within ten (10) Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract Documents or of any defects in the Work, the Contractor will commence and prosecute with due diligence all Work necessary to fulfill the terms of this warranty, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, it does hereby authorize the Department to proceed to have such Work done at the Contractor's expense and the Contractor will honor and pay the cost and charges therefore upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

All warranties set forth in the Contract Documents shall be deemed cumulative and not alternative or exclusive. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby. The establishment of a

specific warranty period relates only to the specific obligation of Contractor to correct defective Work, and it has no relationship to the time within which its obligation to comply with the Contract Documents or applicable provision of law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than specifically to correct the Work. Without limiting the foregoing, it is understood and agreed that Contractor shall remain responsible for latent defects with its work, regardless of the expiration of any warranty period set forth in the Contract Documents.

7-1.13 **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment Installed or incorporated in the Work and agrees upon completion of all Work to deliver the Premises, together with all improvements and appurtenances constructed or placed thereon by it, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from Installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the Installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City.

The provisions of this paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SUPPLEMENTAL CONDITIONS

Project: MIKE SHELLITO INDOOR POOL
REPLASTERING PROJECT

Scope of Supplemental Conditions

1. The Work shall be performed in accordance with the General Conditions and Department Standards, except as the General Conditions may be modified by the following additional City Standards, incorporated herein by this reference, if so indicated.

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678
	SPECIFICATIONS FOR COMMERCIAL CONSTRUCTION (ELECTRIC) 2090 Hilltop Circle, Roseville, CA 95747
X	PARKS CONSTRUCTION STANDARDS 316 Vernon Street, Suite 400, Roseville, CA 95678
X	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	OTHER

Above documents are available at: www.roseville.ca.us.

2. Numbering in these Supplemental Conditions conforms to that in the General Conditions. The existence of a section in these Supplemental Conditions means that the corresponding section in the General Conditions is modified in some respect. Unless otherwise specified, the modified General Condition is deleted entirely and the provisions of these Supplemental Conditions are substituted.

SECTION 1. DEFINITIONS AND TERMS

1-1.24 **DEPARTMENT.** Section 1-1.24 of the General Conditions is amended to include the following:

The Department for Contract Administration is the Parks, Recreation & Librarians Department of the City of Roseville.

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 2. CONTROL AND SCOPE OF THE WORK

2-1.08 **SUBMITTALS.** Section 2-1.08 of the General Conditions is amended to include the following:

The time allowed for review of each submittal is 10 Days after receipt of the submittal by the Director.

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 3. CHANGES IN THE WORK

There are no amendments to the General Conditions.

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.14 of the General Conditions is amended to include the following:

To the best of the City's knowledge, asbestos IS NOT present in the vicinity of the Project. Additional information shall be made available to Contractor upon request.

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 6. PROSECUTION AND PROGRESS

6-1.04 **PROGRESS SCHEDULE.** Section 6-1.04F of the General Conditions is amended to include the following:

Progress schedules showing project completion dates more than 0 Days earlier than specified in Section 6-1.07 shall be rejected.

6-1.07 **TIME OF COMPLETION.** Section 6-1.07 of the General Conditions is amended to include the following:

The Contractor shall begin Work within 10 business days after receiving a Notice to Proceed and shall diligently prosecute the Work to completion. The Work shall be completed within 60 business days of the Notice to Proceed.

If landscaping plants require an establishment period, that period will be N/A calendar days. Start of the establishment should be as outlined in the Specifications.

6-1.08 **LIQUIDATED DAMAGES.** Section 6-1.08 of the General Conditions is amended to include the following:

The amount of Liquidated Damages is the sum of \$ 800 per Day.

SECTION 7: ACCEPTANCE AND PAYMENT

There are no amendments to the General Conditions.

[END OF SUPPLEMENTAL CONDITIONS]

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SPECIFICATIONS

Project: MIKE SHELLITO INDOOR POOL
REPLASTERING PROJECT

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SPEC

City of Roseville

MIKE SHELLITO INDOOR POOL IMPROVEMENTS

**10210 Fairway Drive
Roseville, CA 95678**

**PROJECT MANUAL
FEBRUARY 2023**

FOR COUNCIL APPROVAL
NOT FOR BIDDING

Gregory S. Ferrell
Principal/Architect
C35802

PREPARED BY:

AQUATIC DESIGN GROUP, INC.
2226 FARADAY AVENUE
CARLSBAD, CALIFORNIA 92008

TEL 760-438-8400
FAX 760-438-5251

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MIKE SHELLITO INDOOR POOL IMPROVEMENTS**

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FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 011100

SUMMARY OF WORK

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specification sections which apply to work of this section as if printed herein.

1.02 DESCRIPTION

- A. Section Includes:
1. Description of the Work (refer to 1.03).
 2. Duties of the Contractor (refer to 1.04).
 3. Permits and fees (refer to 1.06).
 4. Layout of work (refer to 1.07).

1.03 WORK COVERED BY CONTRACT DOCUMENTS

- A. This project consists of the removal/demolition of the existing indoor swimming pool select tile finishes and plaster finishes and other miscellaneous items shown on plans. Construction of new swimming pool select tile finishes and plaster finishes and other miscellaneous items as shown on plans. All other items as required to provide a completely operational aquatic facility. Project is located at 10210 Fairway Drive, Roseville, CA 95678.
- B. Work of this contract generally consists of demolition, new construction and such other items not mentioned that are required by the Contract Documents, law and governmental codes and regulations.
- C. For convenience, the Specifications are divided into sections as set forth in the Table of Contents, but such segregation shall not be considered as limiting the work of any subcontract or trade, and the Owner will not be responsible for any division of work by subcontracts. Unless otherwise provided, the Contractor shall be solely responsible for all subcontract arrangements of work regardless of the locations of provisions in the Specifications.
- D. Compensation for bid items not specifically identified in these Special Provisions shall include all labor, materials, tools, equipment, safety measures, and supervision required to complete the work to grades and dimensions shown on the plans or staked in the field. There shall be no compensation except for bid items specified in the Bidder's Proposal. The cost of all work in the Contract Documents not specifically identified as a bid item or described within a bid item shall be included in related bid items, and no additional compensation shall become due the Contractor by nature of compliance with the Contract Documents except as provided for in the General Conditions of the Contract for Construction, under "Changes in the Work."

1.04 CONTRACTOR DUTIES

- A. Construct the work under a single prime contract in strict conformity with the Contract Documents.
- B. Accept the site and the character of the work as they exist on the first day of work under this Contract.
- C. Coordinate work of employees and subcontractors.
- D. Expedite the work to assure compliance with schedules.
- E. Coordinate the work with that of other contractors and work done by the Owner.
- F. Comply with orders and instructions of the Owner's Representative.

1.05 CONTRACTOR FURNISHED PRODUCTS

- A. Contractor Responsibilities:
 - 1. Designate needed submittals and delivery date for each product in progress schedule. Coordinate deliveries with Owner's Representative.
 - 2. Receive product(s) at site. Store until incorporated into the work.
 - 3. Inspect deliveries jointly with Owner's Representative, record shortages and damaged or defective items.
 - 4. Protect product(s) from damage, theft and from exposure to the elements.
 - 5. Assemble, install, connect, adjust and/or finish product(s) as required under provisions of the Contract Documents.
 - 6. Repair or replace products damaged or stolen subsequent to receipt, at no cost to the Owner.

1.06 PERMITS AND FEES

- A. The Contractor shall obtain and pay for all permits, fees and licenses required by all government agencies and necessary for successful completion of the work. The Contractor shall maintain copies of all required permits on site and shall, upon request, furnish the Owner with copies thereof.

1.07 LAYOUT OF WORK

- A. Field surveys for control of all grading and construction shall be the responsibility of the Contractor. All such surveys, including construction staking, shall be under the supervision of a California licensed surveyor or civil engineer. Staking shall be performed on all items ordinarily requiring grade and alignment at intervals normally accepted by the agencies and trades involved. Payment for construction survey staking shall be considered as included in the various items of work and no additional allowance will be made thereof. Bench marks shall be provided by the Owner as shown on Drawings.

PART 2 - PRODUCTS

NOT USED

PART 3 – EXECUTION

NOT USED

END OF SECTION

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 013300

SUBMITTALS

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specification sections which apply to work of this section as if printed herein.

1.01 DESCRIPTION

A. Section Includes:

1. Submit to the Architect shop drawings, product data and samples required under the various Sections of these Specifications.
2. Prepare and submit with Construction Schedule, a separate schedule listing dates for submission and dates reviewed shop drawings, product data and samples will be needed for each product.

1.02 PRODUCT HANDLING

- A. Make all submittals of Shop Drawings, Samples, and requests for substitution in accordance with the provisions of these Specifications.

PART 2 - PRODUCTS

2.01 SCHEDULE OF SUBMITTALS

- A. Compile a complete schedule of all submittals required for the project, complete with major division and subdivision headings and broken into individual trades. Format shall be 8-1/2" x 11". The schedule shall be in such a form as to allow for notations next to each required submittal including, but not necessarily limited to, submission dates, action taken, approvals and re-submittals. Submit such a schedule to the Architect for his comments and approval. The approved Schedule of Submittals shall be kept current at all times and an updated copy shall be kept in the Project Field Office for review.

2.02 SHOP DRAWINGS AND PRODUCT INFORMATION SUBMITTALS

- A. Unless otherwise specifically directed by the Architect, make all Shop Drawings accurately to a scale sufficiently large to show all pertinent features of the item and its' method of connection and interface to the Work.
- B. Submit all Shop Drawings in the form of four (4) blue-line prints of each Shop Drawing. In the case of Product Information, submit no less than four (4) copies for review. Where contents of submitted product information include data not pertinent to the submittal, clearly indicate which portion is being submitted for review.
- C. Submittals are required on all items to ensure the latest and most complete manufacturer's data is available. The Contractor assumes full responsibility for problems which could have been noted on valid submittals not furnished.

- D. In the event that an item or items specified by the Architect will not be available in time for installation during orderly progress of the Work, so notify the Architect prior to receipt of bids. Verify that all items specified will be available. Costs of delays because of non-availability of materials will be back-charged as necessary and shall not be borne by the Owner.
- E. Of the four (4) bluelines required; two bluelines will be returned to the Contractor upon completion of the Architect's review, one will be sent to the Owner and the other will be kept on file in the Architect's office.

2.03 SAMPLES

- A. Unless otherwise specifically directed by the Architect, all Samples shall be of the precise article proposed to be furnished.
- B. Submit all Samples in the quantity which is required to be returned, plus one (1) which will be retained by the Architect.

2.04 CALCULATIONS

- A. Where required, the Contractor shall retain a licensed Civil or Structural Engineer to provide structural calculations sufficient to show the adequacy of all members and connections to be reviewed.

2.05 COLORS

- A. Unless the precise color and pattern is specifically described in the Contract Documents, whenever a choice of color or pattern is available in a specified product submit accurate color charts and pattern charts to the Architect for his review and selection.
- B. Unless all available colors and patterns have identical costs and identical wearing capabilities and are identically suitable for the installation, completely describe the relative costs and capabilities of each.

2.06 MANUALS

- A. Where manuals are required to be submitted upon completion of the installation, prepare all such manuals in durable plastic binders approximately 8-1/2" x 11" in size and with at least the following features:
 - 1. Identification readable through the outside of the cover, stating the general nature of the manual and the project to which it pertains.
 - 2. Neatly typewritten Index near the front of the manual, furnishing immediate information as to location in the manual of all data regarding the installation.
 - 3. Complete instruction regarding operation and maintenance of all equipment involved.
 - 4. Complete nomenclature of all replaceable parts, their part numbers, current cost and name and address of the Vendors of the parts.
 - 5. Copy of all guarantees and warranties issued on the installation.

6. Copy of the approved Shop Drawings with all data concerning changes made during construction.
- B. Where contents of manuals include manufacturer's catalog, clearly indicate the precise items included in this installation and delete, or otherwise clearly indicate, all manufacturer's data with which this installation is not concerned.
- C. Unless otherwise specifically directed by the Architect, deliver two (2) copies of the manual to the Owner and one (1) copy to the Architect.

2.07 RECORD DRAWINGS

- A. Where required by the Contract Documents or where changes to the Contract Documents have been made by change order, revision to clarification drawings, or where minor changes to the Contract were required because of unforeseen conditions or as may be required by the Architect, prepare accurate Record Drawings indicating all pertinent data and dimensions necessary to adequately describe the contract deviations to the Owner for his future use.

2.08 SUBSTITUTIONS

- A. Reference in the Contract Documents to any material, product, or process by name, make or catalog number shall be interpreted as establishing a standard of quality and design intent and not construed as prohibiting substitutions of any other such material, product, or process, provided such substitution is specifically approved by the Architect prior to receipt of bids. Requests for substitutions shall be submitted no later than ten (10) working days prior to bid date.
- B. Acceptance of substitutions will not relieve the Contractor from responsibility for complying with the Contract Documents.
- C. At the discretion of the Architect, testing of samples of materials proposed for substitutions may be required. The testing shall be done by an independent testing laboratory selected by the Owner, the costs of which shall be borne by the Contractor.
- D. At the discretion of the Architect, the Contractor may be required to furnish a written guarantee, in addition to that already required, ensuring the satisfactory performance of the proposed substitutes.
- E. All additional labor and materials which may be required for the proper installation of any substitution, or required as a consequence of any substitution, will be provided at no additional cost to the Owner.
- F. Bids shall be based upon the data given in the Contract Documents, or upon previously approved items or techniques as "approved equals" by the Architect. Where calculations or shop drawings are required for approval, allowance shall be made for meeting the requirements of the Contract Documents and all applicable codes and ordinances.
- G. Bidders may, in addition, submit separate bids using materials and equipment of other manufacturers, providing the difference in cost is stated for each item proposed to be substituted.

- H. Provide to the Architect all information necessary and required to evaluate proposed substitutions. Do not base bid on the assumptions that a material will be approved as equal by the Architect unless the item has been specifically approved for this Work by the Architect prior to the receipt of bids.
- I. The Contractor assumes full responsibility that substituted items or procedures will meet the job requirements and is responsible for the cost of redesign and of modifications to this and all other parts of the work caused by substituted items.
- J. Submittals will be checked for general conformance with the design concept of the project, but acceptance does not guarantee quantities shown and does not supersede requirements to properly install work. Submittals for proposed alternatives will be judged not only for the acceptability of the items themselves, but of the items as they are used under the conditions of this particular project.

PART 3 - EXECUTION

3.01 IDENTIFICATION OF SUBMITTALS OR SUBSTITUTIONS

- A. Completely identify each submittal and re-submittal by showing at least the following information:
 - 1. Name and address of entity submitting information, plus name and telephone number of individual who may be contacted for further information.
 - 2. Name of project for this Work.
 - 3. Drawing number and Specification Section number to which the submittal applies.
 - 4. Number of all submittals sequentially, whether this is an original submittal or a re-submittal, and if a re-submittal, what number re-submittal.

3.02 COORDINATION

- A. Prior to submittal for Architect's review:
 - 1. Fully coordinate all submittals by determining and verifying all field dimensions and conditions, materials, catalog numbers, and similar data.
 - 2. Coordinate as required with all other trades and with all public agencies involved.
 - 3. Secure all necessary prior approvals and signify by stamp, or other means, that they have been secured.
 - 4. Clearly indicate all deviations from Contract Documents.

3.03 TIMING OF SUBMITTALS

- A. Make all submittals within ten (10) days of the date of the award of the contract for the Work, and far enough in advance of scheduled dates of installation to provide adequate time for all required reviews, both by the Architect and his consultants, for securing necessary approvals, for possible revision and re-submittal, and for placing of orders and securing delivery. In scheduling, allow a minimum of ten (10) full working days for the Architect's review. Cost of delays occasioned by the tardiness of submittals will be back-charged as necessary.

3.04 ARCHITECT'S REVIEW

- A. The Architect's review will be only for conformance with the design concept and with the information given in the Contract Documents. The Architect's review and approval of Shop Drawings and Samples shall not relieve the Contractor of responsibility for deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the time of submittal and the Architect has given written approval to the specific deviation, nor shall the Architect's approval relieve the Contractor from responsibility for errors and omissions in the Shop Drawings and Samples. Should the Architect be required to review any submittal more than three (3) separate times due to the inadequacy of the submittal and due to no fault of the Architect, the Contractor shall render to the Architect the Architect's direct cost for review of all subsequent re-submittals.

3.05 COMPLIANCE WITH APPROVALS

- A. Do not commence any portion of the Work requiring approval of Shop Drawings or Samples by the Architect until the submittal has been approved by the Architect. All such portions of the Work shall be in accordance with the approved Shop Drawings and Samples.

END OF SECTION

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specification sections which apply to work of this section as if printed herein.

1.01 DESCRIPTION

- A. Section Includes: Temporary facilities and controls required for this work include, but are not limited to: temporary utilities such as water, electricity and telephone; field offices and sheds; haul roads; enclosures such as fences, barricades, and canopies; sanitary facilities; scaffolding and safety equipment. All such temporary facilities shall be located for convenience and safety and maintained in a safe and sanitary condition at all times until completion of the Contract, then removed from the site and disposed of as required or as directed.

1.02 COMPLIANCE WITH CODES AND REGULATIONS

- A. Compliance with all requirements of pertinent safety regulations is described in the General Conditions of the Contract for Construction and shall include, but not necessarily be limited to: Federal Occupational Health Administration (OSHA) and latest edition, Uniform Building Code (with California Amendments) and ADA (American Disability Act).

1.03 PRODUCT HANDLING

- A. Use all means necessary to maintain all temporary facilities and controls in proper and safe condition throughout progress of the work. In the event of damage or loss, immediately make all repairs and replacements necessary and at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 TEMPORARY UTILITIES

- A. General:
1. Provide and pay all costs for all utilities required for performance of the work.
 2. Provide safe distribution of required utilities to the job areas for use of all trades.
- B. Temporary Water: Furnish and install all necessary temporary piping and, upon completion of the work, remove all such temporary piping.
- C. Temporary Electricity: Furnish and install all necessary temporary wiring; furnish and install distribution boxes within 100 feet of each portion of the work so located that the individual trades may use their own construction-type extension cords to obtain adequate power and lighting at all points where required by inspectors and for safety.

- D. Telephone: Maintain in the Contractor's field office or in a protected location on the job site for the use of the subcontractors; the telephone may be coin operated.

2.02 ACCESS FACILITIES

- A. The Contractor shall provide access facilities to the construction area as are necessary and required for carrying out the work and the same shall be kept passable at all times. Contractor shall be responsible for any damage to streets, curbs and sidewalks due to the use of such facilities, and such damaged portions shall be repaired as required to place them in the same condition as existed prior to the commencement of the work. Contractors shall comply in every respect with applicable Building Codes regarding the use of public streets and sidewalks and provide the proper barricading and lighting of public thoroughfares surrounding the construction activities.

2.03 ENCLOSURES, FENCES, BARRICADES AND CANOPIES

- A. Furnish, install, and maintain for the duration of construction, all required scaffolds, fences, barricades, canopies, warning signs, steps, bridges, platforms and other temporary construction necessary for proper completion of the work in compliance with all pertinent safety regulations. In addition, it is recommended that all existing improvements which are not to be altered or removed be protected by means of temporary barricades or other suitable means.

2.04 PUMPING

- A. Keep the site, excavations, and structures free of accumulation of water at all times, whether from underground seepage, rainfall, drainage, or broken utility lines.

2.05 SANITARY FACILITIES

- A. Furnish and install all required temporary toilet buildings with sanitary toilets for use of all workmen. Comply with all minimum requirements of the Health Department or other public agency having jurisdiction. Maintain in a sanitary condition at all times.

2.06 FIRE PROTECTION

- A. Temporary fire extinguishers shall be provided and available at the job site in accordance with the appropriate NFPA Bulletins and good practice.

PART 3 - EXECUTION

3.01 SPECIAL CONDITIONS OF THE SITE

- A. The area to be set aside for the use of the Contractor is indicated on the Drawings as "Limit of Work." Except for sub-surface utility work, curb and gutter, temporary roads and any other work specifically shown or noted, the Contractor shall confine his exterior operations within the limits-of-work so indicated.
- B. Work shall not proceed for the site or buildings until all temporary work such as utilities, barricades, field office and sanitary facilities are furnished and installed.

- C. Parking of vehicles by construction personnel shall be limited to areas outside the limits-of-work in locations as designated by the Owner's Representative.

3.02 MATERIAL STORAGE AND PROTECTION

- A. During the progress of the work, products and materials shall be neatly stored in accordance with the appropriate manufacturer's recommendations and shall be properly cared for and protected from weather, vandalism and theft.
- B. All installed products and materials shall be adequately protected until such time as the Owner accepts the Project.

3.03 CONDITIONS AT THE SITE

- A. The Contractor shall make all necessary inspections of the job site and of the work to be fully aware of the conditions of all temporary facilities and controls at all times.
- B. The Contractor shall take all steps necessary to prohibit any part of the premises, the buildings, or structures to be overloaded by setting thereon any material or equipment, or performing thereon any of his work, which could cause any loss, damage, and/or injury to person or property.
- C. The Contractor shall make a close inspection of all materials as delivered and shall promptly return all defective materials without waiting for their rejection by the Architect.

3.04 REMOVAL

- A. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work. Remove all such temporary facilities and controls as rapidly as progress of the work will permit, or as directed by the Architect.

3.05 RESTORATION OF AREAS

- A. Upon completion of the project, all temporary facilities shall be removed from the site and all areas not otherwise improved but which were adversely affected by the Contractor's work shall be returned to their original condition to the satisfaction of the Architect.

3.06 FINAL SITE CLEAN-UP

- A. Prior to final inspection, thoroughly clean the entire site and restore to a neat, acceptable condition. Remove from the entire site all construction waste and unused materials, dunnage, loose rock and stones, excess earth, roots, weeds, and all debris of any description resulting from the work. Hose down and scrub where necessary all new concrete and asphalt pavement and paved walks, and all existing concrete and asphalt pavement and walks dirtied as a result of the work. Thoroughly remove mortar drippings from concrete walks and other pavements, where they occur.

END OF SECTION

SECTION 017700

CLOSEOUT PROCEDURES

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specification sections which apply to work of this section as if printed herein.

1.01 DESCRIPTION

- A. Section Includes: The work includes, but is not necessarily limited to, performing all operations necessary for and properly incidental to closing out the project and assisting in Owner's final inspection as hereinafter specified.

1.02 FINAL COMPLETION

- A. When the Contractor considers the work, or a designated portion of the work complete, submit written request to Owner's Representative for inspection. By submittal of request, Contractor certifies that:
1. Contract Documents have been reviewed.
 2. Work has been completed in accordance with the Contract Documents and is ready for inspection.
 3. Equipment systems have been tested, adjusted, balanced and are fully operational.
- B. Submit request a minimum of five (5) working days in advance of requested inspection date. Contractor shall be responsible for allowing sufficient time during contract period to complete inspections and any corrections.
- C. Should Owner's Representative inspection find work incomplete, Owner's Representative will notify Contractor in writing, listing observed deficiencies.
- D. Contractor shall remedy listed deficiencies and send a request for final inspection. At the Owner's option, a reinspection(s) of the work to identify additional deficiencies, if any, may be required. Owner's costs associated with reinspection(s) are subject to provisions of Article 1.04 of this Section.
- E. When Owner confirms work is complete, and close-out submittals as referred to in Article 1.05 of this Section are provided, Owner's Representative will notify Contractor of date of completion in writing.

1.03 REINSPECTIONS

- A. Should status of completion of work require reinspection(s) by Owner due to failure of work to comply with Contractor's claims on initial inspection, Owner may deduct the amount of compensation for reinspection services from final payment to Contractor. Observed deficiencies in excess of ten (10) will be reason for reinspection.

- B. Inspections initiated at the request of the Owner will not be subject to the provisions of this Article.

1.04 CLOSE-OUT SUBMITTALS

- A. Project Record Documents
- B. Operation and Maintenance Data
- C. Warranties and Guarantees
- D. Spare Parts and Maintenance Materials
- E. Evidence of Payment and Lien Releases along with a list of all subcontractors which contributed labor or materials to the project.
- F. Other data and materials as may be required in individual Sections of the Specifications.

1.05 APPLICATION FOR FINAL PAYMENT

- A. Submit application for final payment in accordance with provisions of the Contract for Construction.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

NOT USED

END OF SECTION

SECTION 020500

DEMOLITION

PART 1 - GENERAL

All applicable portions of Division 1, including the drawings and general provisions of the contract, the general and supplementary conditions and Division 1 specification sections which apply to work of this section as if printed herein.

1.01 DESCRIPTION

A. Section Includes:

1. Demolition and removal of indoor swimming pool select tile and all plaster finishes and other items as indicated on the Drawings.

- B. Site Visitation: In preparing a proposal, visit the site, carefully examine the Drawings and Specifications, and determine that the work can be properly executed in accordance with the Contract Documents. No allowance will be made for any error through negligence in observing the site conditions.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 TREATMENT OF EXISTING FACILITIES

- A. Protection: Use necessary procedures, caution and covering to protect from damage existing facilities, equipment and accessories not noted to be replaced or restored. Maintain active utilities traversing the project site in operating condition.
- B. Replacement: In the event of damage, immediately notify the Owner, and make all repairs and replacements necessary to the approval of the Engineer without change in contract amount or time.

3.02 REMOVAL OF DEBRIS

- A. All items noted for demolition shall be immediately removed from the project site and hauled and dumped in compliance with all local codes and regulations, including payment of any associated fees.

3.03 SAFETY BARRICADES

- A. Provide substantial barricades around and at all areas and openings as soon as such areas and openings are created. Barricades must be adequate to block access and give warning to the general public.

3.04 CLEAN-UP

- A. Upon completion of the work of this Section, immediately remove all broken concrete, debris and rubbish occasioned by this work to the approval of the Engineer.

END OF SECTION

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SECTION 131100

SWIMMING POOL GENERAL REQUIREMENTS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The scope of the work included under this Section of the Specifications shall include swimming pool renovation as illustrated on the Drawings and specified herein. The General and Supplementary Conditions of the Specifications shall form a part and be included under this Section of the Specifications. The Swimming Pool Contractor shall provide all supervision, labor, material, equipment, machinery, plant and any and all other items necessary to complete the work. **ALL OF THE WORK IN SECTIONS 131100 - 131106 IS TO BE THE RESPONSIBILITY OF ONE EXPERIENCED SWIMMING POOL CONTRACTOR PRIMARILY ENGAGED IN THE CONSTRUCTION OF COMMERCIAL PUBLIC-USE SWIMMING POOLS. A SWIMMING POOL CONTRACTOR SHALL BE CONSIDERED PRIMARILY ENGAGED AS REQUIRED HEREIN IF THE CONTRACTOR DERIVED 50% OF ITS ANNUAL REVENUE FROM PUBLIC-USE SWIMMING POOL CONSTRUCTION FOR EACH OF THE LAST FIVE YEARS. THE CONTRACTOR MUST HAVE ALSO, IN THE LAST FIVE YEARS CONSTRUCTED AT LEAST FIVE (5) COMMERCIALLY DESIGNED MUNICIPAL AND PUBLIC-USE SWIMMING POOLS, EACH OF WHICH SHALL HAVE INCORPORATED A MINIMUM SIZE OF 6,000 SQUARE FEET OF WATER SURFACE AREA WITH A CONCRETE AND CERAMIC TILE PERIMETER OVERFLOW GUTTER AND SELF-MODULATING BALANCE TANK.** The Swimming Pool Contractor shall furnish and install the swimming pool tile and plaster finishes and all accessories necessary for a complete, functional swimming pool system, as herein described. Work shall include start-up, instruction of Owner's personnel, as-built drawings and warranties as required.

1.02 CODES, RULES, PERMITS, FEES

- A. The swimming pool renovation shall be constructed in strict accordance with the applicable provisions set forth by authorities having jurisdiction over swimming pool construction and operation in the State of California.
- B. The Swimming Pool Contractor shall give all necessary notices, obtain all permits, and pay all government sales taxes, fees, and other costs in connection with their work; file all necessary plans, prepare all documents and obtain all necessary approvals of governmental departments having jurisdiction; obtain all required certificates of inspection for their work and deliver same to the Designated Representative before request for acceptance and final payment for the work.
- C. The Swimming Pool Contractor shall include in the work any labor, materials, services, apparatus, or drawings in order to comply with all applicable laws, ordinances, rules and regulations, whether or not shown on Drawings and/or specified.

- D. The Swimming Pool Contractor shall submit all required documents and materials to all Governmental Departments having jurisdiction for any deferred approval items or substituted materials or products to obtain final approval to installation.

1.03 DESCRIPTION OF WORK

- A. Furnish and install swimming pool finishes, including ceramic tile and marble plaster or other waterproof finishes.
- B. After the initial filling of the swimming pool system(s), should any repairs, continuing work, or other Subcontractor responsibility require drainage or partial drainage of the swimming pool systems, the Swimming Pool Contractor shall be responsible for any subsequent refilling and shall complete the project with the swimming pool system(s) full of water, water in chemical balance, complete in every way, and in full operation.

1.04 ASSIGNED RESPONSIBILITIES AND RELATED WORK

- A. It is the intent of this section of the Specifications to clarify Work responsibilities of the trades directly and indirectly involved in construction of the pool systems. All labor, equipment, materials and supplies furnished by the Swimming Pool Contractor and other Subcontractors per the contractual agreement with the General Contractor and Owner and shall be as directed by the Owner through their Designated Representative.
- B. **THE SWIMMING POOL CONTRACTOR SHALL NOT SUBCONTRACT ANY PORTION OF THE SWIMMING POOL CONSTRUCTION TO ANYONE OTHER THAN A SUBCONTRACTOR THAT SATISFIES THE REQUIREMENTS OF SECTION 131100.**
- C. References to "swimming pool systems" shall include the swimming pools, equipment, and accessories.
- D. The Owner will provide one complete water filling of the swimming pool(s), but will not assume any responsibility for the swimming pool system(s) until they have been proved fully operational, complete in every way and accepted by the Designated Representative.

1.05 INTENT

- A. It is the intention of these specifications and Drawings to call for finished work, tested and ready for operation. Wherever the work "provide" is used, it shall mean "furnish and install complete and ready for use."
- B. Minor details not usually shown or specified, but necessary for proper installation and operation, shall be included in the work, the same as if herein specified or shown.

1.06 SCHEDULE OF VALUES

- A. Provide a Schedule of Values for all work specified in each of the technical specifications listed in the table below, regardless of whether the work is performed by the swimming pool contractor or others. Values listed shall be fully burdened, with contractor general conditions, overhead, profit and bonds included. Payments for swimming pool work

completed shall not be approved until Schedule of Values has been submitted to and approved by Architect.

SWIMMING POOL SCHEDULE OF VALUES			
No.	Section #	Description	Value
1.	131104	Swimming Pool Ceramic Tile	
2.	131105	Swimming Pool Plaster	
3.	131106	Swimming Pool Equipment	
Total			

1.07 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Architect for Subcontractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing submittals with performance construction activities.
 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Submittals Schedule: Comply with requirements in Division 1 Section "Construction Progress Documentation" for list of submittals and time requirements for schedules performance of related construction activities.
- D. Processing Time: Allow enough time for submittal review, including time for re-submittals as follows. Time for review shall commence on Architect's receipt of submittal.
 1. Initial Review: Allow fifteen (15) days for initial review of each submittal. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. Architect will advise Contract when a submittal being processed must be delayed for coordination.
 2. Concurrent Review: Where concurrent review of submittals by Architect's consultants, Owner, or other parties is required, allow twenty-one (21) days for initial review of each submittal.
 3. Direct Transmittal to Consultant: Where the Contract Documents indicate that submittals may be transmitted directly to Architect's consultants, provide duplicate copy of transmittal to Architect. Submittal will be returned to Architect before being returned to Subcontractor.
 4. If intermediate submittal is necessary, process it in same manner as initial submittal.
 5. Allow fifteen (15) days for processing each submittal.

6. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- E. Identification: Place a title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on title block.
 2. Provide a space on title block to record Subcontractor's review and approval markings and action take by Architect.
 3. Include the following information on title block for processing and recording action taken: (See Attached Sample)
 - a. Project name.
 - b. Date.
 - c. Name and address of Subcontractor.
 - d. Name of Subcontractor.
 - e. Name of Supplier.
 - f. Name of Manufacturer.
 - g. Unique identifier, including revision number.
 - h. Number and title of appropriate Specification Section.
 - i. Drawing number and detail references, as appropriate.
 - j. Other necessary identification.

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SUBMITTAL FOR:

SUBMITTAL TO:

SUBCONTRACTOR:

Item Number: _____

Section Number: _____

Section Description: _____

Subcontractor: _____

Supplier: _____

Manufacturer: _____

Product Code: _____

Quantity: _____

Subcontractor Certification:

Contractor's Submittal Stamp:

It is hereby certified that the equipment or material designated in this submittal is proposed to be incorporated in the above named project and is in compliance with the contract drawings and / or specifications and is submitted for approval.

Certified by: _____

Date: _____

Job _____

Superintendent: _____

Revisions: _____

Architect's Review Stamp and Comments

- F. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract documents on submittal.
- G. On all catalogue or cut sheets identify which model or type is being submitted.
- H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Product data and shop drawings shall be packaged within a three-ring binder and colored samples shall be packaged on a heavy cardboard. Transmit each submittal using a transmittal form.
 - 1. On an attached separate sheet, prepared on Subcontractor's letterhead, record relevant information, request for data, revisions other than those requested by Architect on previous submittals and deviations from requirements of the Contract documents, including minor variations and limitations. Include the same label information as the related submittal.
 - 2. Include Subcontractor's certification stating that information submitted complies with requires of the Contract Documents.
 - 3. Transmittal Form: Provide locations on form for the following information:
 - a. Project name.
 - b. Date.
 - c. Destination (To:).
 - d. Source (From:).
 - e. Names of Subcontractor, manufacturer, and supplier.
 - f. Category and type of submittal.
 - g. Submittal purpose and description.
 - h. Remarks.
- I. Distribution: Furnish copies of final submittals to manufacturers, Subcontractors, suppliers, fabricators, installers, authorities having jurisdiction and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- J. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

1.08 SUBSTITUTIONS

- A. To obtain approval to use unspecified products, bidders shall submit requests for substitution at least ten (10) days prior to bid date. Requests shall only be considered if they clearly describe the product for which approval is asked, including all data necessary to demonstrate acceptability. All unspecified products and equipment will be considered on an "or equal" basis at the discretion of the Designated Representative. Requests for substitution received after the specified deadline will not be considered. Where a conflict exists between the requirements of the General Conditions / Special Conditions / Division 1 concerning substitutions and the requirements of this Article, this Article (Section 131100, Article 1.08) shall govern.
- B. Where the Swimming Pool Contractor proposes to use an item of equipment other than that specified or detailed on the Drawings which requires any redesign of the structure,

pipng or any other part of the layout, all such redesign and all new drawings (stamped by California Licensed Engineer) and detailing required shall be prepared by the Swimming Pool Contractor, at their own expense, submitted for review and approval by the Designated Representative prior to bid.

1.09 DRAWINGS

- A. Drawings are diagrammatic and indicate the general arrangement of the systems and work included in the Subcontractor. Drawings are not to be scaled. The architectural drawings and details shall be examined for exact dimensions. Where they are not definitely shown, this information shall be obtained from the Designated Representative.

1.10 SWIMMING POOL CONTRACTOR

- A. The swimming pool construction work as herein described and specified in Division 13 of the Project Manual shall be the complete responsibility of a qualified and specifically licensed (C-53 license classification within the State of California) Swimming Pool Contractor with extensive experience in commercial public use swimming pool installations.
- B. The Swimming Pool Contractor certifies that it meets the qualifications and experience requirements established in Swimming Pool General Requirements, Section 131100, as follows:
1. Contractor has derived 50% of its annual revenue from public-use swimming pool construction for each of the last five (5) years.
 2. Contractor has, in the last five (5) years, constructed at least five (5) commercially designed municipal and public-use swimming pools, each of which have incorporated a minimum size of 6,000 square feet of water surface area with a concrete and ceramic tile perimeter overflow gutter and self-modulating balance tank.
 3. The following list of projects meet the requirements of section (b) above and the contact as reference by the Contractor, the Awarding Authority of their agent or designee.

- a. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____
- b. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____
- c. Owner: _____
Scope of Project: _____

Contact Person: _____
Phone Number: _____
Architect for Project: _____

d. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

e. Owner: _____
Scope of Project: _____
Contact Person: _____
Phone Number: _____
Architect for Project: _____

1.11 OPERATING INSTRUCTIONS

- A. The Swimming Pool Contractor shall determine from actual samples of pool water supplied by the Owner, the proper water management program necessary for maximum operating efficiency and comfort. The Swimming Pool Contractor shall provide the services of experienced personnel familiar with this type of pool system operation, in conformance with Section 131105 of the Specifications.

1.12 MAINTENANCE MANUALS

- A. The Swimming Pool Contractor shall provide six (6) bound sets for delivery to the Designated Representative of instructions for operating and maintaining all systems and equipment included in this Contract. Manufacturer's advertising literature or catalog pictures will not be acceptable for operating and maintenance instructions.
- B. Bound in ring binders shall be all parts lists, periodic maintenance instructions and troubleshooting guidelines for all pool equipment, including but not limited to filters, pumps, controllers, water chemistry control equipment, etc.

1.13 SECURE FROM THE OWNER

- A. A complete Owner-furnished filling of the swimming pools.
- B. The Owner's assistance, as specified herein, from the time of start-up until final written acceptance of the swimming pool system(s).
- C. Chemicals as required for swimming pool operation after Swimming Pool Contractor completes initial water chemistry balance and water treatment during the maintenance period described in Section 131105 of the Specifications.

1.14 WARRANTY

- A. The Swimming Pool Contractor shall warrant all swimming pool finishes and systems against defects in material and workmanship for a period of one year after the date of acceptance by the Owner. Any repair or replacement required due to defective material or workmanship will be promptly corrected by the Swimming Pool Contractor.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 131104

SWIMMING POOL CERAMIC TILE

PART 1 – GENERAL

1.01 WORK INCLUDED

- A. Swimming pool ceramic tile detailed on the Drawings, including, but not limited to, the following:
1. Waterline Tile.
 2. Lane Line / Target Tile / 4'-6" Depth Tile.
 3. Depth Marker Tile (at waterline).
 4. Trim Tile (at steps)

1.02 QUALITY ASSURANCE

- A. Qualifications of Workers:
1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
 2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
 3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.
- B. Standards: In addition to complying with all pertinent codes and regulations:
1. Manufacture of all tile shall be in accordance with ANSI A-137.1.
 2. Install ceramic tile in accordance with the recommendations contained in the 2023 "Handbook for Ceramic Tile Installation" of the Tile Council of America, Inc.
- C. Tolerances: Install all swimming pool ceramic tile straight, true, plumb and square within a tolerance horizontally of one in 200 and a tolerance vertically of one in 500. Waterline and gutter bullnose tile shall be level to 1/8" (+/- 1/16") around entire perimeter of swimming pools.

1.03 SUBMITTALS AND SUBSTITUTIONS

- A. Provide submittals in conformance with the requirements of Section 013300.
- B. Samples: Submit samples of each color and pattern in the specified groups. Character samples can be representative for review prior to screening of actual tile.

- C. Master Grade Certificate: Prior to opening ceramic tile containers, submit a Master Grade Certificate, signed by the manufacturer of the tile used and issued when the shipment is made, stating the grade, kind of tile, identification marks for the tile containers, and the name and location of the Project.
- D. Specifications: Submit manufacturer's recommended installation specifications for the Work.
- E. Submit proof of qualifications as specified in Article 1.02.A of this Section.

1.04 PRODUCT HANDLING

- A. Delivery: Deliver all materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store all materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project site.
- C. Protection: Use all means necessary to protect swimming pool ceramic tile before, during and after installation and to protect the installed Work specified in other Sections.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative.

PART 2 – PRODUCTS

2.01 TILE

- A. Waterline Face Tile: (Replace any damaged to match existing)
 - 1. Material: All waterline face tile shall be glazed ceramic tile (Group III standard) as manufactured by Dal-Tile or approved equal.
 - 2. Size: 6 x 6 inches (match existing).
 - 3. Color: Dal-Tile #O-129, 'Sky Blue'. Contact Kylee Midura at kylee.midura@daltile.com (951) 757-4919. (Match existing)
- B. Lane Line / Target Tile / 4'-6" Depth Tile:
 - 1. Material: Group 3 quality, frost proof unglazed ceramic mosaic tile with absorption rate of less than 1% as manufactured by Dal-Tile or approved equal.
 - 2. Size: 1 x 1 inches.
Color: Dal-Tile #D-311, 'Black' for racing lane lines and end wall targets; #D-023 'Galaxy Blue' for 4'-6" depth tile.
- C. Depth Marker Tile (at waterline): (Replace any damaged to match existing)
 - 1. Material: Group 3 quality, frost proof unglazed ceramic mosaic tile with absorption rate of less than 1% as manufactured by Inlays Inc. or approved

- equal.
- 2. Size: 6 x 6 inches.
- 3. Color: Inlays Inc. 'NO' Series 'SM' and 'AB' Series 'SM'.

D. Trim Tile (on underwater steps):

- 1. Material: Group 3 quality, frost proof unglazed ceramic mosaic tile with absorption rate of less than 1% as manufactured by Dal-Tile or approved equal.
- 2. Size: 1 x 1 inches with S-812 quarter round. Color: Dal-Tile #D-311 'Black'.
- 3. Size: 2 x 6 inches with integral quarter round. Color: Black, non-slip. Inlays #CPC00022.

2.02 MORTAR

- A. Laticrete 3701 fortified mortar #LCR-37-1017.
- B. Site mortar mix shall comply with ASTM C270 standards
 - 1. Sand for Mortar: Comply with requirements of fine aggregate for concrete.
 - 2. Cement: Type I Portland Cement, conforming to ASTM C150.
 - 3. Hydrated Lime: Conforming to ASTM C206 or 207, Type S.
 - 4. Water: From a potable source.
- C. Water: From potable source.
- D. Mortar shall meet ASTM C627 standards.

2.03 THIN SET MORTAR

- A. Laticrete 254 Platinum. Laticrete, Custom or equal.
- B. Water from potable source.
- C. Mortar shall meet ASTM C627.

2.03 GROUT

- A. All tile grout shall be waterproof grout complying with the recommendations of TCA and ANSI A118.6 (4) standards. Grout color shall be grey for dark backgrounds, white for light backgrounds (verify colors with Architect).

2.04 OTHER MATERIALS

- A. All other materials, not specifically described but required for a complete and proper installation of ceramic tile as indicated on the Drawings, shall be new, first quality of their respective kinds, and subject to the approval of the Owner's Representative.

PART 3 – EXECUTION

3.01 SURFACE CONDITIONS

A. Inspection:

1. Prior to all Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence.
2. Verify that ceramic tile can be installed in accordance with the original design and all referenced standards.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Owner's Representative.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive its Work.

3.02 INSTALLATION

A. Method:

1. Install all ceramic tile in strict accordance with installation method P601-90 of the 2023 Handbook for Ceramic Tile Installation of the Tile Council of America, Inc.
2. Be certain to install all ceramic tile perfectly level, flush, plumb, and to the finish grades and elevations indicated on the Drawings.

B. Interface:

1. Carefully establish and follow the required horizontal and vertical elevations to insure proper and adequate space for the work and materials of other trades.
2. Coordinate and cooperate as required with other trades to insure proper and adequate interface of ceramic tile Work with the Work of other trades.

3.03 GROUTING

- A. Follow grout manufacturer's recommendations as to grouting procedures and precautions.
- B. Remove all grout haze, observing grout manufacturer's recommendations as to use of acid and chemical cleaners.

3.04 EXTRA STOCK

- A. Provide one (1) unopened box of extra tile for 2.01A and 2.01B for Owners use at a future time.

3.05 CLEAN-UP

- A. Upon completion of the swimming pool ceramic tile installation, thoroughly clean and polish the exposed surfaces of tile work. Completely clean work area of debris and rubbish occasioned by this Work and dispose of to the approval of the Owner's Representative.

END OF SECTION

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 131105

SWIMMING POOL PLASTER

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Swimming pool plaster and waterproofing of swimming pool structures as indicated on the Drawings and herein specified.
- B. Start-up and operation instructions to Owner's operations and maintenance personnel and properly balance swimming pool water chemistry until the Owner takes occupancy.

1.02 QUALITY ASSURANCE

- A. Qualifications of Workers:
 - 1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
 - 2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years' experience with the materials and methods specified.
 - 3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years' experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.
- B. Standards: Swimming pool plaster shall conform with requirements of Chapter 31B of California Building Code, latest edition. In addition, meet requirements of applicable portions of most current edition of the "Technical Manual," National Plasterers Council, Wauconda, Illinois.
- C. Start-up:
 - 1. Furnish a swimming pool water chemistry consultant, with a minimum of five (5) years' experience, possessing either AFO (Aquatic Facility Operator) or CPO (Certified Pool Operator) certification(s), to supervise and properly balance swimming pool water chemistry.
 - 2. Demonstrate to the Owner's Representative that all systems are fully operational and that calcium hardness, total alkalinity, chlorine residual and pH levels are within specified limits.
 - 3. Standards: Furnish labor and chemicals as required to condition the water properly to the following specifications:
 - a. Calcium Hardness: 200-400 parts per million (PPM)
 - b. Total Alkalinity: 80-100 PPM
 - c. Chlorine Residual: 1.00 to 2.0 PPM

d. pH Factor: 7.2 to 7.6

1.03 SUBMITTALS AND SUBSTITUTIONS

- A. Provide submittals in conformance with the requirements of Section 013300.
- B. Submit proof of qualifications as specified in Article 1.02.A and 1.02.C.1 of this Section.

1.04 PRODUCT HANDLING

- A. Delivery: Deliver materials to the Project Site in the manufacturer's original unopened containers with all labels intact and legible.
- B. Storage: Store materials under cover in a manner to prevent damage and contamination, and store only the specified materials at the Project Site.
- C. Protection: Use all means necessary to protect the swimming pool plaster before, during, and after installation and to protect the installed Work specified in other Sections.
- D. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative.

1.05 ENVIRONMENTAL CONDITIONS

- A. No plastering shall be done under unsuitable conditions of weather or temperature. No plastering shall be done when prevailing temperature is 40 degrees Fahrenheit or less.
- B. Do not install plaster during rain and, if rain commences after plastering has begun, immediately protect the plaster from rain by all means necessary until the plaster has set.
- C. Do not install plaster during wind greater than 10 mph and, if wind commences after plastering has begun, immediately protect the plaster from wind by all means necessary until the plaster has set.

PART 2 PRODUCTS

2.01 CEMENT / AGGREGATE

- A. Luna Quartz® tiny pebble finish by Wet Edge Technologies. Altima® quartz finish by Wet Edge Technologies. Pebble-Fina® pool finish by Pebble Technologies.

2.02 COLOR

- A. All swimming pool plaster shall be white in color. Wet Edge Technologies shall be Luna Quartz® "Polar White". Wet Edge Technologies shall be Altima® "White". Pebble Technology shall be Pebble-Fina® "Classico". Contractor to obtain written approval on selected pebble color from the local Health Department prior to installation. Submit cut sheet, color sample and written approval for review by Architect and Owner.

2.03 WATER

- A. Water for swimming pool plaster shall be clean and free from injurious amounts of acid, alkali, and organics.

PART 3 EXECUTION

3.01 SURFACE CONDITIONS

- A. Inspection:
 - 1. Prior to Work of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation can properly commence.
 - 2. Verify that swimming pool plaster can be installed in accordance with the original design and all referenced standards, including proprietary application techniques and application training/certifications.
- B. Discrepancies:
 - 1. In the event of discrepancy, immediately notify the Owner's Representative.
 - 2. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.
 - 3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Contractor of existing conditions as fit and proper to receive the Work.

3.02 REMOVAL OF EXISTING TILE AND PLASTER FINISHES

- A. Surfaces to receive new tile and plaster shall have all existing finishes removed by use of chipping gun or pick down to original concrete/shotcrete surfaces, exposing a clean rough surface for installation of new finishes per plans.

3.03 INSTALLATION OF POOL PLASTER

- A. Outdoor Pool:
 - 1. Completion of other work: **DO NOT** commence plastering of swimming pool until the following conditions have been met:
 - a. The Health Department and/or other governing agencies have approved the pool for plaster.
 - b. All concrete pool deck construction is complete and the pool decks have been thoroughly cleaned.
 - c. All landscaping in areas adjacent to the pool(s) or spa(s) is complete and the landscape irrigation system is operable.
 - d. All painting in the pool area is complete.
 - e. All welding and grinding in locations adjacent to the pool area are complete.

- f. The backwash sewer connection is complete.
- g. Pool area perimeter fencing installation is complete.
- h. All trash and debris have been removed from areas adjacent to the pool, particularly those areas that are normally upwind from the pool.
- i. All dust raising construction and/or activities in areas adjacent to the pool are complete or mitigated.
- j. The circulation pump(s) is/are operational.
- k. The mechanical system has been flushed sufficiently to remove all dirt and debris from the piping system.
- l. All necessary chemicals (Chlorine, pH adjuster, Sodium Bicarbonate and Calcium Chloride or any other required chemicals) are on site and ready for use.
- m. Obtain written approval from the Owner's Representative and the Architect.

B. Contractor accepts all liability from damage done to the pool plaster if the pool is plastered before the completion of the above listed items or without the written approval of the Owner's Representative and the Architect.

C. **POOL PLASTER AUTHORIZATION FORM:**

- 1. The pool at **Mike Shellito Indoor Pool** is hereby approved for the installation of the pool plaster. Pursuant to the requirements of specification section 131105, paragraph 3.03.

Owner

Date

Architect / Project Manager

Date

E. Preparation:

- 1. Do not apply plaster over dirt, rust, scale, grease, moisture, scuffed surfaces or conditions otherwise detrimental to the formation of a durable plaster finish.
- 2. Consult with manufacturer on application to specific surfaces being treated. Follow manufacturer's recommendation for curing of cast-in-place concrete or shotcrete surfaces prior to application of plaster.
- 3. Protect ceramic tile, decking, deck equipment, gratings, fittings and other items by suitable covering or masking.
- 4. Mask or remove all hardware, hardware accessories, machined surfaces, plates, lighting fixtures and similar items in place not to receive pool plaster. Following completion of plaster for each space or area remove masking. Re-install all removed items utilizing workers skilled in the trades involved.

F. Application:

- 1. Finish shall be applied to a uniform thickness of 3/8" to 1/2" over the entire surface. The

walls shall be scratch-coated followed by a finish coat. Material applied to the floor after the walls have been applied shall be accelerated to assure uniform setting time throughout the pool surface.

2. Float the plaster to a uniform plane and trowel to a smooth, dense, impervious surface using extreme care to avoid stains.
3. Take special care in finishing around pool fittings, making sure to mask off or plug openings so as not to fill such openings with excess plaster. Be certain to completely enclose pool fittings with plaster to insure a leak-proof seal around pipes, fittings, lights, anchors, etc.
4. Accurately interface with the finish planes of items installed by other trades.
5. Quartz-cement plaster is to be applied by a licensed applicator as approved by the manufacturer, and in accordance with manufacturer's training.

3.04 CURING

- A. Preparation: Anticipate the need for required equipment and have all such equipment immediately available for use upon completion of pool plastering.
- B. Pool Filling:
 1. After the plaster has sufficiently dried and before drying has proceeded to a damaging point, cure the plaster by gradually filling the pool with water, preventing all damage to finished plaster surfaces.
 2. Flow the water continuously until the pool is filled.
 3. When the weather is hot and/or water pressure is low, keep the pool walls damp while the pool is filling.
 4. Coordinate with Contractor to ensure that the pool is continuously monitored while filling to prevent overflow.

3.05 EQUIPMENT ACTIVATION

- A. All water chemistry and filtration mechanical equipment shall be operational upon filling of pool after plaster. Chemicals and other related support items as supplied by Contractor, shall be in supply at start-up.
- B. For the first seven (7) calendar days after completion of the pool plaster, brush all plastered surfaces at least twice a day and coordinate with General Contractor to ensure that the plaster is carefully maintained after the initial seven-day period. In addition, coordinate with the Contractor to ensure that pool filtration equipment is continuously running during the initial seven-day period.
- C. Start-up and provide qualified personnel to operate pool equipment for a period not less than seven (7) days after the pool is placed in operation, or until the Owner takes occupancy of the facility or letter of substantial completion. During this time, Contractor shall instruct and supervise the Owner's personnel in the various operating and maintenance techniques involved. Contractor shall be responsible for supply of chemicals during this not less than seven (7) day period and at time of turnover to Owner, chemical storage tanks shall be full. (Owner's personnel shall be fully trained and capable of

assuming swimming pool maintenance tasks, training may begin before Owner takes occupancy).

3.06 CLEAN-UP

- A. Upon completion of swimming pool plaster, remove all materials, equipment and debris occasioned by this Work and leave the job site in a clean and presentable condition. Perform all such clean-up to the approval of the Owner's Representative.

3.07 WARRANTY

- A. All applicators must provide a minimum of five (5) year warranty for application and workmanship additional to the manufacturer's warranty for product.

END OF SECTION

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 131106

SWIMMING POOL EQUIPMENT

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Swimming pool equipment items required for this Work as indicated on the Drawings and specified herein.

1.02 QUALITY ASSURANCE

- A. Qualifications of Workers:
 - 1. The entity performing the work of this Section shall have been successfully engaged in the respective trade for at least five (5) years immediately prior to commencement of the Work.
 - 2. For actual construction operations, use only trained and experienced workers with a minimum of three (3) years experience with the materials and methods specified.
 - 3. Provide at least one person who shall be present at all times during execution of the work of this Section, with a minimum of five (5) years experience with the type of materials being installed, the referenced standards, and who shall direct all Work performed under this Section.
- B. All equipment supplied or work performed shall comply with regulations governing public swimming pools and spas as contained within Chapter 31 of California Building Code, latest edition.

1.03 SUBMITTALS AND SUBSTITUTIONS

- A. Provide submittals in conformance with the requirements of Section 013300.
- B. Required submittals include:
 - 1. Swimming Pool Fittings as specified in Article 2.01 of this Section.
 - 2. Swimming Pool Deck Equipment as specified in Article 2.02 of this Section.
- C. Submit proof of qualifications as specified in Article 1.02.A of this Section.
- D. The equipment shown on the plans represent the first listed items in the technical specifications. The Contractor shall be responsible for all required field coordination and installation of any approved equal product to provide a fully working and warranted system. The Contractor shall submit detailed shop drawings for any products used other than the first listed specified items. Contractor provided shop drawings shall include details and quality equal to the original plans and construction documents. The Contractor shall provide any and all required engineering including but not limited to structural and anchorage requirements for any proposed equipment other than the first

listed specified equipment. The Contractor is responsible to provide a factory certified representative(s) to start-up and provide on-site training for all swimming pool mechanical equipment provided.

1.04 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect swimming pool equipment items before, during and after installation and to protect the installed work specified in other Sections.
- B. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the approval of the Owner's Representative.

PART 2 – PRODUCTS

2.01 FITTINGS

- A. (N) Main Drain Frame & Grate (18" x 18"), two (2) total. Lawson Aquatics #MLD-FGD-1818. Provide (N) main drain frame and grate 12" x 12", two (2) total. Lawson Aquatics #MLD-FGD-1212, two (2) total. Provide VGBA certification provided to the Owner and Health Department.
- B. Floor Return Inlet 1-1/2" Adjustable: Swimquip #8417, United Industries, or approved equal. Twenty-seven (27) total. Replace all inlet covers and any damaged floor inlets complete due to demolition and construction.
- C. Provide new underwater light face rings to match existing. Tap all striped mounting screws for attachment of underwater lights to existing niches, utilizing stainless steel screws. Eighteen (18) lights total.

2.02 DECK EQUIPMENT

- A. (N) Recessed Grabrail Steps, Set of 3: KDI-Paragon #32102, no known equal. Five (5) sets required.

PART 3 EXECUTION

3.01 SURFACE CONDITIONS

- A. Inspection:
 - 1. Prior to installing the items of this Section, carefully inspect the installed Work of other trades and verify that all such Work is complete to the point where this installation may properly commence.
 - 2. Verify that the swimming pool equipment items may be installed in strict accordance with original design, pertinent codes and regulations, and the manufacturers' recommendations.

B. Discrepancies:

1. In the event of discrepancy, immediately notify the Owner's Representative.
2. Do not proceed with installation in areas of discrepancy until all such discrepancies are fully resolved.
3. Failure to notify the Owner's Representative and give written notice of discrepancies shall constitute acceptance by the Installer of existing conditions as fit and proper to receive its Work.

3.02 INSTALLATION

- A. Supply and install items of swimming pool equipment in strict accordance with applicable codes and regulations, the original design, and the manufacturer's published recommendations, anchoring firmly and securely for long life under hard use.
- B. Coordinate with other trades to insure all imbedded items are set plumb and flush. Railing ends must have anchor sockets and escutcheon plates. Be certain that deck equipment and railings are properly bonded prior to imbedding.
- C. All equipment shall be braced and/or anchored to resist a horizontal force acting in any direction using the criteria shown on the Drawings.

3.03 INSTRUCTION

- A. The Contractor shall provide a factory certified representative(s) to start-up and certify proper installation, operation and full warranty status of all swimming pool mechanical equipment. The Contractor shall provide not less than one 4-hour session of on-site training for facility staff in the operation and maintenance of the swimming pool mechanical equipment and systems, and shall be completed within the 7-day start-up period.

3.04 EQUIPMENT ACTIVATION

- A. All water chemistry and filtration mechanical equipment shall be operational upon filling of pool after plaster. Chemicals and other related support items as supplied by Contractor, shall be in supply at start-up.
- B. For the first seven (7) calendar days after completion of the pool plaster, brush all plastered surfaces at least twice a day and coordinate with General Contractor to ensure that the plaster is carefully maintained after the initial seven-day period. In addition, coordinate with the Contractor to ensure that pool filtration equipment is continuously running during the initial fourteen-day period.
- C. Start-up and provide qualified personnel to operate pool equipment for a period not less than seven (7) days after the pool is placed in operation, or until the Owner takes occupancy of the facility or letter of substantial completion. During this time, Contractor shall instruct and supervise the Owner's personnel in the various operating and maintenance techniques involved. Contractor shall be responsible for supply of chemicals during this not less than seven (7) day period and at time of turnover to Owner, chemical

storage tanks shall be full. (Owner's personnel shall be fully trained and capable of assuming swimming pool maintenance tasks, training may begin before Owner takes occupancy).

3.05 CLEAN-UP

- A. Upon completion of swimming pool equipment, remove all debris, materials and equipment occasioned by this Work to the approval of the Owner's Representative.

END OF SECTION

FOR COUNCIL APPROVAL
NOT FOR BIDDING

DRAWINGS

Project: MIKE SHEELITO INDOOR POOL
REPLASTERING PROJECT

Project Drawing issued as a separate document titled:
"MIKE SHELLITO INDOOR POOL IMPROVEMENTS"
by Aquatic Design Group, dated 2/15/23

FOR COUNCIL APPROVAL
NOT FOR BIDDING

DRAW

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of \$375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is

repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

FOR COUNCIL APPROVAL
NOT FOR BIDDING

MIKE SHELLITO INDOOR POOL POOL IMPROVEMENTS

10210 FAIRWAY DR #196
ROSEVILLE, CA 95678



These drawings and specifications are the property and copyright of Aquatic Design Group, Inc. and shall not be used on any other work except by agreement with Aquatic Design Group, Inc. Written dimensions shall take preference over scaled dimensions and shall be verified on the job site. Any discrepancy shall be brought to the notice of Aquatic Design Group, Inc. prior to the commencement of any work.

PROJECT INFORMATION
MIKE SHELLITO INDOOR POOL
IMPROVEMENTS
10210 FAIRWAY DR #196
ROSEVILLE, CA 95678

ABBREVIATIONS:								CLIENT		VICINITY MAP		SHEET INDEX					
ABC	AGG. BASE COURSE	EST	ESTIMATE	LH	LEFT HAND	ST	STEEL	MR. JOEL DE JONG PROJECT MANAGER CITY OF ROSEVILLE 314 VERNON STREET ROSEVILLE, CA 95678 (916) 774-5924				CS-1 COVER SHEET DP-1 EXISTING SWIMMING POOL / WARMING POOL DEMOLITION PLAN SP-1 SWIMMING POOL LAYOUT PLAN SP-2 SWIMMING POOL SECTIONS SP-3 DETAILS SP-4 DETAILS WP-1 WARMING POOL LAYOUT PLAN WP-2 WARMING POOL SECTIONS					
ABV	ABOVE	EXH	EXHAUST	L	LENGTH	SD	STORM DRAIN										
ACC	ACOUSTICAL	EXG	EXISTING	LGT	LIGHT	STR	STRUCTURAL	NOTE				PROJECT DESCRIPTION					
AP	ACCESS PANEL	EJ	EXPANSION JOINT	LWC	LGT WEIGHT CONC	SUS	SUSPENDED										
ACP	ASPH CONC PAVING	EXP	EXPOSED	LL	LIVE LOAD	SYM	SYMMETRY (ICAL)	CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY AN ADDENDUM OR A CONSTRUCTION CHANGE DOCUMENT APPROVED BY THE OWNER.				REMOVAL AND REPLACEMENT OF SWIMMING POOL AND WARMING POOL WHITE PLASTER FINISH. REPAIR UNDERWATER LIGHT NICHEs, AS NEEDED.					
ADH	ADHESIVE	EXT	EXTERIOR	LVR	LOUVER	TEL	TELEPHONE										
ADJ	ADJACENT	FOC	FACE OF CONCRETE	MH	MANHOLE	TV	TELEVISION	COMPLY WITH		CHAPTER 4, PART 1, TITLE 24, C.C.R. ADMINISTRATIVE REQUIREMENTS (PARTIAL LISTING ONLY)		1. A COPY OF PARTS 1 AND 2, TITLE 24,C.C.R. SHALL BE KEPT ON THE JOB SITE AT ALL TIMES.					
AGG	AGGREGATE	FOM	FACE OF MASONRY	MFGR	MANUFACTURE (R)	TOC	TOP OF CURB										
A/C	AIR CONDITIONING	FOS	FACE OF STUDS	MAS	MASONRY	THK	THICK (NESS)	CONSTRUCTION SHALL COMPLY WITH THE FOLLOWING PARTS OF TITLE 24, CALIFORNIA CODE OF RELATIONS (CCR)									
ALT	ALTERNATE	FIN	FINISH (ED)	MO	MASONRY OPENING	THR	THRESHOLD										
AL	ALUMINUM	FFE	FIN FLOOR EL	MAX	MAXIMUM	TPH	TOILET PAPER HOLDER	2. ALL CONSTRUCTION CHANGE DOCUMENTS AND ADDENDA SHALL BE SIGNED BY THE ARCHITECT AND THE OWNER.									
AB	ANCHOR BOLT	FFL	FINISHED FLOOR LINE	MECH	MECHANIC (AL)	TTD	TOILET TISSUE DISP.										
ANOD	ANODIZED	FA	FIRE ALARM	MED	MEDIUM	T&G	TONGUE & GROOVE	3. ALL TESTS TO CONFORM TO THE REQUIREMENTS OF SECTION 4-335, PART 1, TITLE 24.									
ASPH	ASPHALT	FE	FIRE EXTINGUISHER	MET	METAL	TB	TOWEL BAR										
AUTO	AUTOMATIC	FHC	FIRE HOSE CABINET	MIN	MINIMUM	T	TREAD	4. TESTS OF MATERIALS AND TESTING LABORATORY SHALL BE IN ACCORDANCE WITH SECTION 4-335 OF PART 1, TITLE 24 AND THE OWNER SHALL EMPLOY AND PAY THE LABORATORY. COSTS OF RE-TEST MAY BE BACK CHARGED TO THE CONTRACTOR.									
BSMT	BASEMENT	FP	FIREPROOF	MISC	MISCELLANEOUS	TYP	TYPICAL										
BM	BENCH MARK	FL	FLOW LINE	MTD	MOUNT (ED), (ING)	UC	UNDERCUT	5. INSPECTOR SHALL BE APPROVED BY THE OWNER. INSPECTION SHALL BE IN ACCORDANCE WITH SECTION 4-333(b). THE DUTY OF THE INSPECTOR SHALL BE IN ACCORDANCE WITH SECTION 4-342, PART 1, TITLE 24.									
BEL	BELOW	FLR	FLOOR (ING)	MOV	MOVABLE	UON	UNLESS NOTED OTHERWISE										
BET	BETWEEN	FD	FLOOR DRAIN	NOM	NOMINAL	UR	URINAL	6. THE ARCHITECT AND THE STRUCTURAL ENGINEER SHALL PERFORM THEIR DUTIES IN ACCORDANCE WITH SECTION 4-333(a) AND 4-341, PART 1, TITLE 24.									
BLKG	BLOCKING	FTG	FOOTING	N	NORTH	VB	VAPOR BARRIER										
BD	BOARD	FDN	FOUNDATION	NIC	NOT IN CONTRACT	VERT	VERTICAL	7. THE CONTRACTOR SHALL PERFORM HIS DUTIES IN ACCORDANCE WITH SECTION 4-343, PART 1, TITLE 24.									
BOT	BOTTOM	FUR	FURRED (ING)	NTS	NOT TO SCALE	VT	VINYL TILE										
BRZ	BRONZE	FUT	FUTURE	O/	OVER	VB	VINYL BASE	8. DEMOLITION AND CONSTRUCTION FIRE SAFETY SHALL COMPLY WITH CFC CHAPTER 14.									
BLDG	BUILDING	GA	GAUGE	OC	ON CENTER (S)	WH	WALL HUNG										
CAB	CABINET	GV	GALVANIZED	OPG	OPENING	WC	WATER CLOSET	DRAWING TITLE									
CPT	CARPET	GI	GV IRON	OPH	OPPOSITE HAND	WP	WATER PROOFING										
CI	CAST IRON	GL	GLASS, GLAZING	OD	OUTSIDE DIAMETER	WWF	WELDED WIRE FABRIC	PROJECT NO.									
CIP	CAST-IN-PLACE	GB	GRAB BAR	OH	OVERHEAD	W	WEST										
CB	CATCH BASIN	GD	GRADE, GRADING	PNL	PANEL	WD	WIDTH, WIDE	DRAWN BY									
CL	CENTER LINE	GYP	GYPSUM	PB	PANIC BAR	W/O	WITHOUT										
CLG	CEILING	HBD	HARDBOARD	PAR	PARALLEL	WD	WOOD	CHECKED BY									
CEM	CEMENT	HDW	HARDWARE	PERF	PERFORATE (D)	WPT	WORKING POINT										
CER	CERAMIC	HWD	HARDWOOD	PLAM	PLACTIC LAMINATE	W/	WITH	DATE									
CT	CERAMIC TILE	HDR	HEADER	PLY	PLYWOOD												
CLR	CLEAR (ANCE)	HVAC	HEATING, VENTILATION & AIR CONDITIONING	PVC	POLYVINYL CHLORIDE			DRAWING NO.									
COL	COLUMN			PSF	POUNDS PER SQ.FT.												
COMB	COMBINATION	HD	HEAVY DUTY	PSI	POUNDS PER SQ. INCH			CS-1									
CONC	CONCRETE	HT	HEIGHT	PCC	PRECAST CONCRETE												
CMP	CORR METAL PIPE	HEX	HEXAGONAL	R	PROPERTY LINE/PLATE												
CONST	CONSTRUCTION	HC	HOLLOW CORE	RAD	RADIUS												
CONT	CONTINUOUS	HM	HOLLOW METAL	REF	REFERENCE												
CORR	CORRUGATED	HOR	HORIZONTAL	RFL	REFLECT (ED) (IVE)												
DP	DAMP-PROOFING	HB	HOSE BIBB	RCP	REINF. CONC PIPE												
DEM	DEMOLISH	HWH	HOT WATER HEATER	REV	REVISION (S) REVISED												
DEP	DEPRESSED	INCL	INCLUDE (D)	RH	RIGHT HAND												
Ø	DIAMETER	ID	INSIDE DIAMETER	R	RISER												
DIM	DIMENSION	INSUL	INSULATE (D) (ION)	RD	ROOF DRAIN												
DWG	DRAWING	INT	INTERIOR	RM	ROOM												
DF	DRINKING FOUNTAIN	JT	JOINT	RO	ROUGH OPENING												
EF	EACH FACE	KIT	KITCHEN	SCH	SCHEDULE												
E	EAST	KO	KNOCKOUT	SS	STAINLESS STEEL												
ELEC	ELECTRIC (AL)	LAB	LABORATORY	SHT	SHEET												
ELEV	ELEVATION	LAD	LADDER	SIM	SIMILIAR												
ENC	ENCLOSE (URE)	LB	LAG BOLT	SC	SOLID CORE												
EQ	EQUAL	LAM	LAMINATE (D)	S	SOUTH												
EQPT	EQUIPMENT	LAV	LAVATORY	SQ	SQUARE												
				STD	STANDARD												



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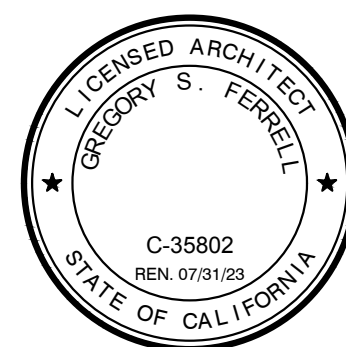
PROJECT INFORMATION
MIKE SHELLITO INDOOR POOL IMPROVEMENTS

10210 FAIRWAY DR #196
ROSEVILLE, CA 95678

REVISIONS

NO.	DATE	DESCRIPTION

ARCHITECT



DRAWING TITLE

SWIMMING POOL / WARMING POOL DEMOLITION PLAN

PROJECT NO.	2900490
DRAWN BY	NFC
CHECKED BY	SJF
DATE	02/15/2023

DRAWING NO.

DP-1

(E) SWIMMING POOL DATA

SURFACE AREA	=	4,475 SQ. FT.
PERIMETER	=	278 FT.
DEPTHS	=	3'-6" TO 8'-6"
VOLUME	=	176,312 GAL.
2 HR. TURNOVER	=	490 GPM

(E) WARMING POOL DATA

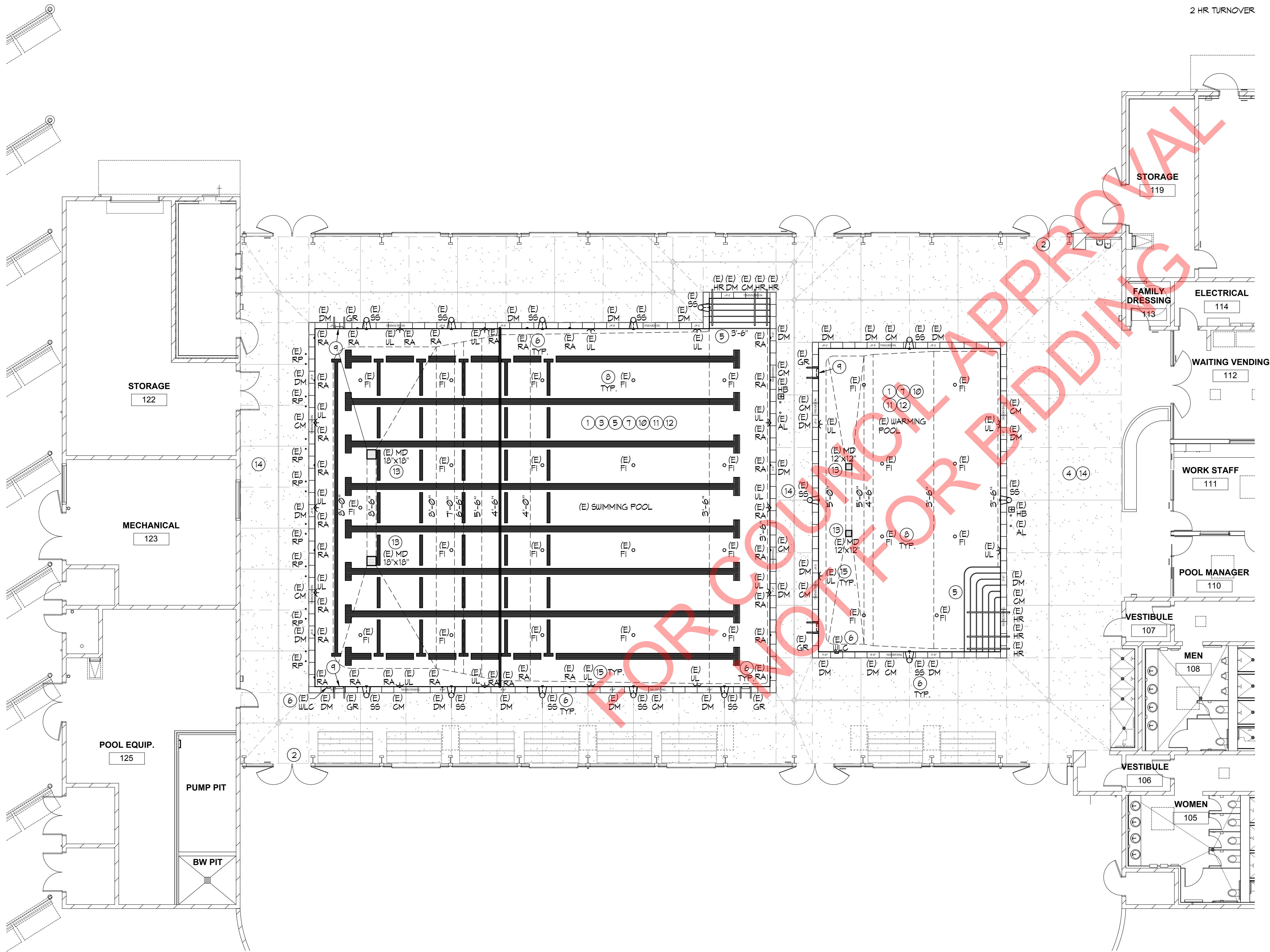
SURFACE AREA	=	1,500 SQ. FT.
PERIMETER	=	160 FT.
DEPTHS	=	3'-6" TO 5'-0"
VOLUME	=	49,000 GAL.
2 HR. TURNOVER	=	188 GPM

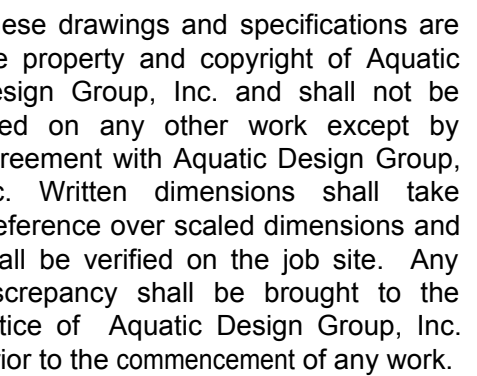
LEGEND

MD	=	MAIN DRAIN
SS	=	SURFACE SKIMMER
CM	=	CAUTION MARKER
DM	=	DEPTH MARKER
FI	=	FLOOR INLET
RA	=	ROPE ANCHOR
GR	=	GRABRAIL
WLC	=	WATER LEVEL CONTROLLER
AL	=	ACCESSIBLE LIFT
UL	=	UNDERWATER LIGHT
(E)	=	EXISTING

DEMOLITION/CONSTRUCTION NOTES

- THE CONTRACTOR SHALL COORDINATE DEMOLITION WITH OTHER TRADES, AND SHALL PROTECT ALL EXISTING WORK, BUILDINGS, UTILITIES, ETC. TO REMAIN AS REQUIRED FOR RENOVATION OF SWIMMING POOL.
- COORDINATE INGRESS/EGRESS AND HAUL ROUTES WITH THE OWNER PRIOR TO START OF WORK.
- POOL PLAN VIEWS AND SECTIONS ARE SHOWN FOR CONTRACTOR INFORMATION AND ASSISTANCE. THE CONTRACTOR IS RESPONSIBLE FOR INDIVIDUAL SQUARE FOOTAGE TAKE-OFFS AND ESTIMATIONS WITH REGARD TO DEMOLITION, PREPARATION, AS WELL AS MEANS AND METHODS OF CONSTRUCTION. CONTRACTOR SHALL VISIT THE SITE AS REQUIRED TO ACCOMPLISH THE WORK, AND TO BECOME FAMILIAR WITH SCOPE AND SERVICES OF WORK REQUIRED.
- COORDINATE PROPOSED CONTRACTOR STAGING AREA WITH THE OWNER PRIOR TO CONSTRUCTION. PROVIDE TEMPORARY PHONE, TOILET(S), FENCING, GATES, ETC. AS REQUIRED.
- REMOVE EXISTING LANE LINE TILE, STEP TRIM TILE, 4'-6" DEPTH TILE AND ALL PLASTER FINISHES DOWN TO ORIGINAL SOUND CONCRETE/SHOTCRETE. ANY CRACKS SHALL BE CHIPPED OUT TO A MINIMUM TO 3/4"x3/4" AND THEN FILLED FLUSH WITH NON-SHRINK GROUT. ALL EXPOSED REBAR, RUST SPOTS, ETC. SHALL BE EXPOSED, BUSHED DOWN 1/2" BELOW FINISH SURFACE, ZINC COATED AND FILLED FLUSH WITH NON-SHRINK GROUT. OTHER IMPERFECTIONS IN THE POOL SHELL SHALL BE REPAIRED PRIOR TO INSTALLING A NEW WHITE PLASTER FINISH. REMOVE AND REPLACE ANY DAMAGED 6" x 6" WATERLINE TILE TO MATCH EXISTING. PRICE 20 LINEAR FT. WITH BID.
- PROTECT EXISTING SURFACE SKIMMERS, WATER LEVEL NICHES AND ROPE ANCHORS.
- PROVIDE NEW TILE AND PLASTER FINISHES PER PLANS.
- REMOVE AND REPLACE ALL FLOOR INLET COVERS AND REPLACED ANY DAMAGED PER PLANS AND SPECIFICATIONS.
- REMOVE AND REPLACE ANY DAMAGED GRABRAIL STEPS PER PLANS.
- THE CONTRACTOR SHALL INSURE THAT ALL SURFACES ARE PREPARED TO RECEIVE PLASTER FINISH. WEATHER CONDITIONS SHALL BECOME A CRITICAL PART OF WORK AND SHALL BE TAKEN INTO CONSIDERATION AT THE TIME OF PLASTER APPLICATION.
- THE CONTRACTOR SHALL PROVIDE A SUFFICIENT NUMBER OF WORKERS TO INSURE THAT THE ENTIRE POOL CAN BE PLASTERED IN A SINGLE DAY OR SHALL PROVIDE CONTINUAL MISTING OF PLASTERED SURFACES TO INSURE THAT PLASTER IS NOT EXPOSED TO THE AIR FOR A PERIOD OF TIME WHICH WOULD CAUSE DAMAGE IN ANY WAY.
- THE OWNER SHALL IDENTIFY THE POOL FILL WATER SOURCE FROM CLOSEST FIRE HYDRANT AND SHALL PAY FOR THE WATER TO FILL THE POOL. THE CONTRACTOR IS RESPONSIBLE FOR FIRE HOSE, HOSES, FILLING AND PROTECTION OF PLASTER SURFACES. FILL SOURCE SHALL BE BLOW-OFF. INITIALLY TO PROVIDE A CLEAN DOMESTIC WATER SOURCE. THE CONTRACTOR SHALL PROVIDE CONTINUOUS FILL UNTIL THE WATER IS AT OPERATIONAL LEVEL. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING AND BALANCING OF THE POOL WATER FOR A PERIOD OF NOT LESS THAN SEVEN (7) DAYS AFTER PLASTER. THE CONTRACTOR SHALL COORDINATE HIS EFFORTS WITH OWNERS STAFF TO PROVIDE INSTRUCTION AND TRAINING IN PROPER OPERATION OF POOL IN CONJUNCTION WITH NEW PLASTER SURFACES.
- THE CONTRACTOR SHALL REMOVE AND REPLACE THE EXISTING 12'x 12" AND 18' x 18" MAIN DRAIN FRAMES AND GRATES. THE CONTRACTOR SHALL PROVIDE VGBA CERTIFICATION TO THE OWNER AND HEALTH DEPARTMENT.
- CONTRACTOR IS TO PHOTOGRAPH AND DOCUMENT ON A PLAN ANY AND ALL EXISTING DAMAGED ITEMS/SURFACES FINISHES IN AND IMMEDIATELY AROUND THE WORK AREA AND ALONG ALL WORK PATHS FROM STAGING AREA PRIOR TO THE START OF WORK. CONTRACTOR IS TO SITE WALK ALL EXISTING DAMAGED AREAS WITH THE OWNER AND PROVIDE A COPY OF THE PHOTOGRAPHS AND DOCUMENTATION BEFORE WORK BEGINS. FAILURE TO PROVIDE THIS INFORMATION REPRESENTS ACCEPTANCE BY THE CONTRACTOR THAT ALL EXISTING SURROUNDING FINISHES (CONCRETE, AC PAVING, FLOORING, ETC.) AND ALL GATES, DOORS, PATHWAYS, ETC. ARE UNDAMAGED AND IN CLEAN AND FUNCTIONING CONDITION, AND CONTRACTOR ACCEPTS THE RESPONSIBILITY TO MAINTAIN AND CORRECT ANY DAMAGE LATER FOUND BY THE OWNER DURING CONSTRUCTION PERIOD IN THESE AREAS AT NO EXPENSE TO THE OWNER.
- PROVIDE NEW UNDERWATER LIGHT FACE RINGS TO MATCH EXISTING. RE-TAP ALL STRIPPED MOUNTING SCREWS FOR ATTACHMENT OF UNDERWATER LIGHTS TO EXISTING NICHES, UTILIZING STAINLESS STEEL SCREWS. EIGHTEEN (18) LIGHTS TOTAL.



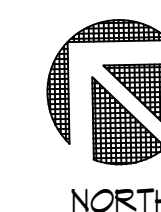


102101 AIRWAY DIX #130
ROSEVILLE, CA 95678

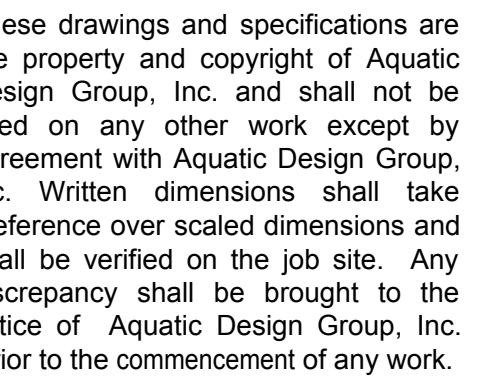
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PROJECT NO.	2900490
DRAWN BY	NFC
CHECKED BY	SJF
DATE	02/15/2023
DRAWING NO.	

SP-1



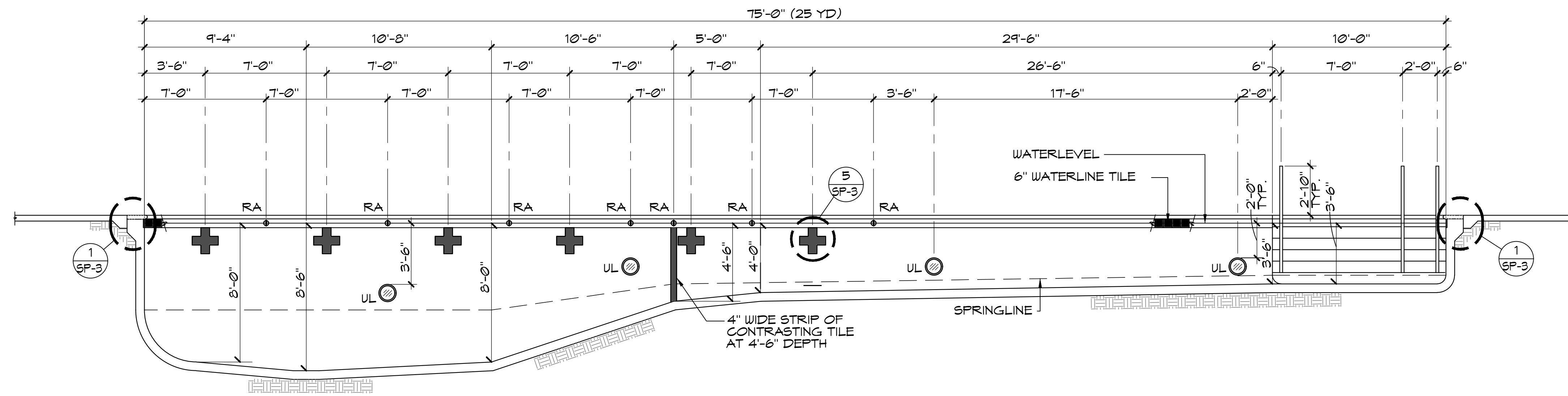
MD	=	MAIN DRAIN	1
GR	=	GRABRAIL	2 SP-3
DM	=	DEPTH MARKER	
NR	=	NO RUNNING	
ND	=	NO DIVING	
UL	=	UNDERWATER LIGHT	
SS	=	SURFACE SKIMMER	
HR	=	HANDRAIL	
WLC	=	WATER LEVEL CONTROL	
AL	=	ACCESSIBLE LIFT	
HB	=	HOSE BIBB	
BS	=	BACKSTROKE STANCHION	
RP	=	RACING PLATFORM	

[illegible]

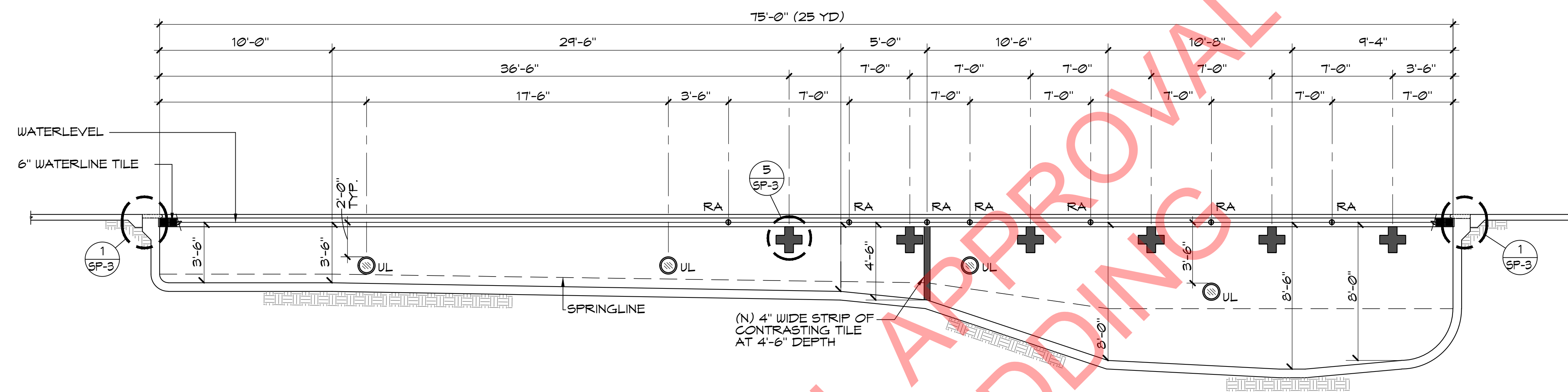
SWIMMING POOL SECTIONS

PROJECT NO.	2900490
DRAWN BY	NFC
CHECKED BY	SJF
DATE	02/15/2023
DRAWING NO.	

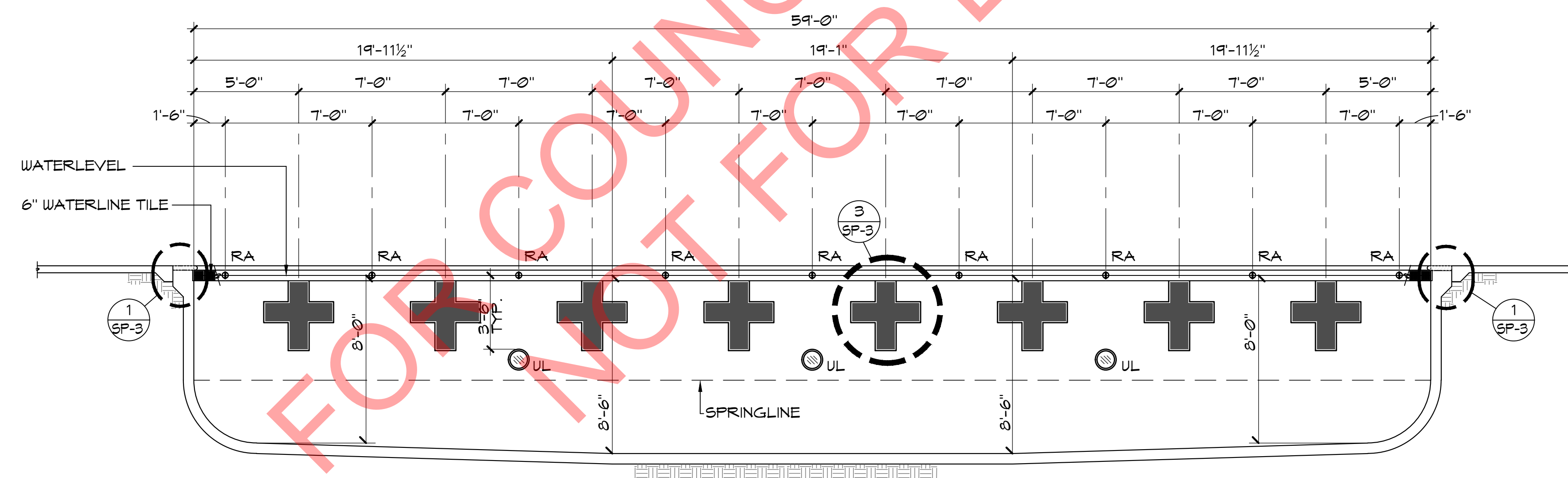
SP-2



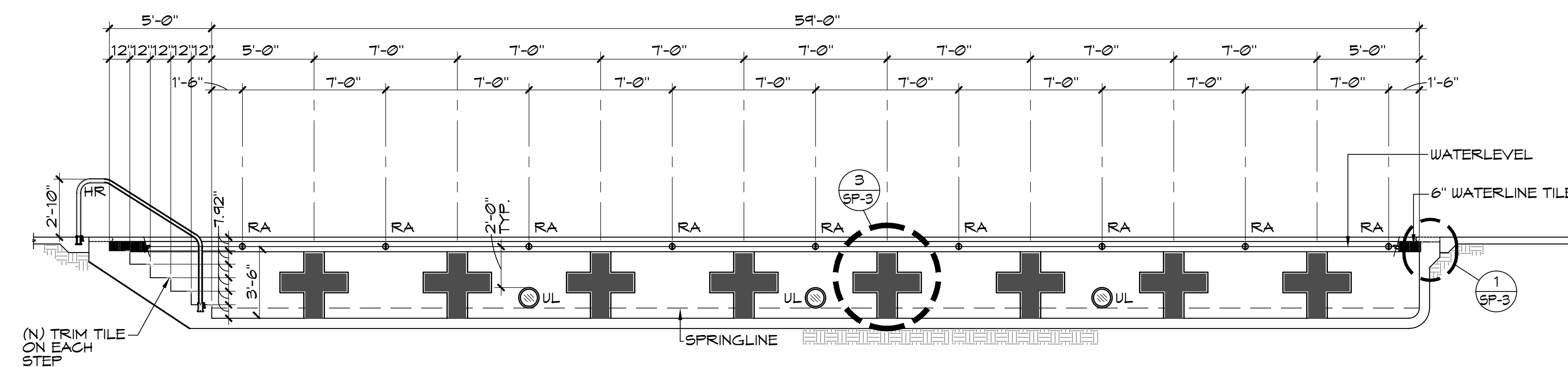
SWIMMING POOL SECTION 1/4" = 1'-0"



SWIMMING POOL SECTION $\frac{1}{4}" = 1'-0"$

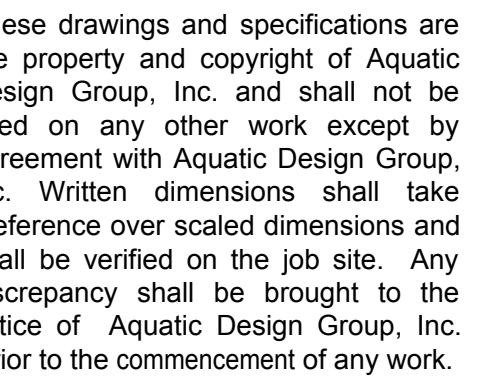


SWIMMING POOL SECTION ¼" = 1'-0"



SWIMMING POOL SECTION 1/4"=1'-0"





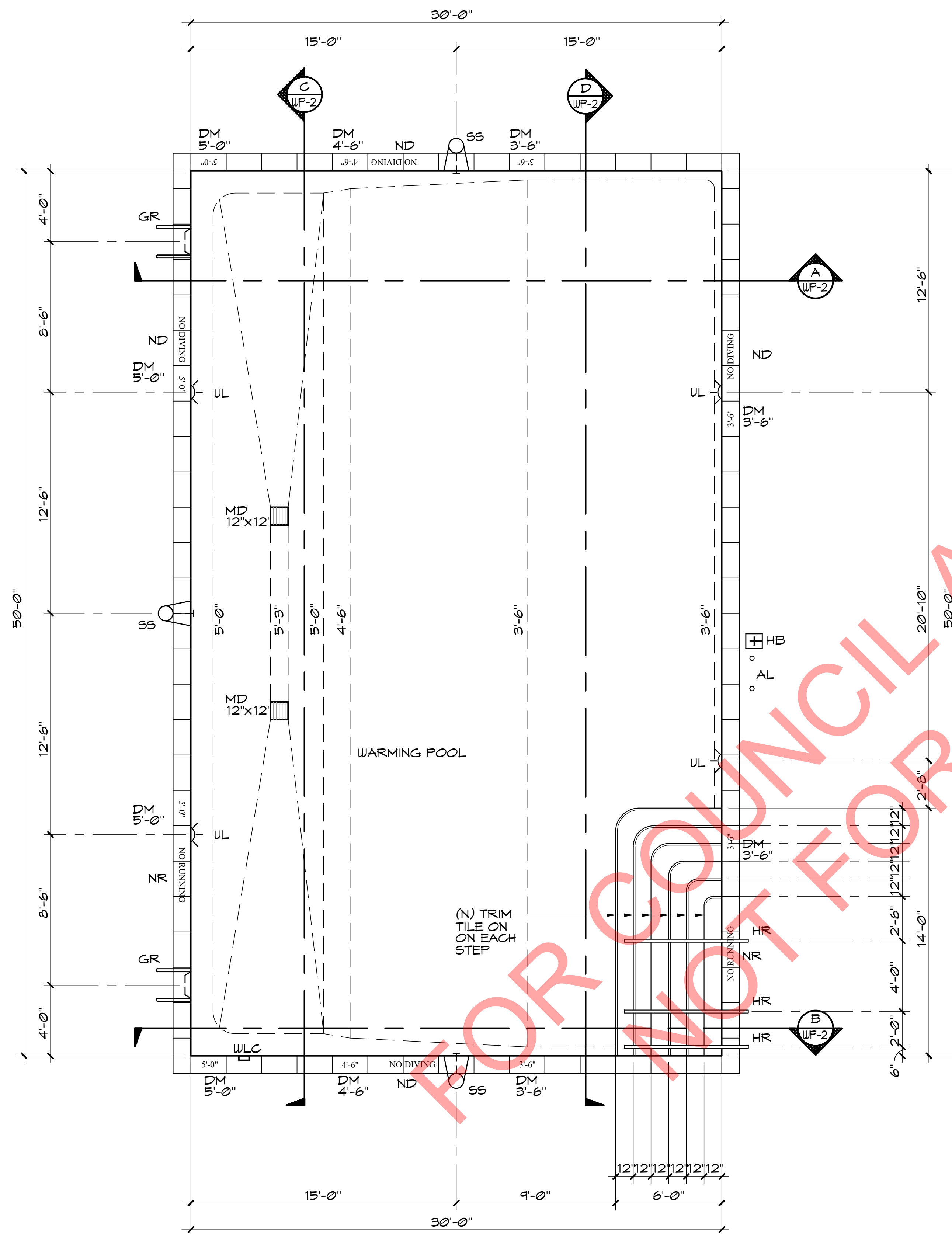
10210 FAIRWAY DR #196
ROSEVILLE, CA 95678

[illegible]

WARMING COOL LAYOUT PLAN

02/15/2023

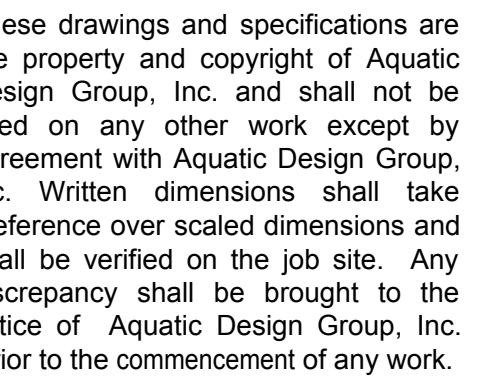
WP-1



SURFACE AREA	=	1,500 SQ. FT.
PERIMETER	=	160 FT.
DEPTH	=	3'-6" TO 5'-0"
VOLUME	=	48,000 GAL.
2 HR TURNOVER	=	100 GPM

MD	=	MAIN DRAIN	2 SP-3
GR	=	GRABRAIL	2 SP-3
UL	=	UNDERWATER LIGHT	
DM	=	DEPTH MARKER	
NR	=	NO RUNNING	
ND	=	NO DIVING	
GR	=	GRABRAIL	
SS	=	SURFACE SKIMMER	
HR	=	HANDRAIL	
WLC	=	WATER LEVEL CONTROL	
AL	=	ACCESSIBLE LIFT	
HB	=	HOSE BIBB	


$$\frac{1}{4}'' = 1' - 0''$$

[illegible]

AWING TITLE

/ARMING

POOL

ECTIONS

PROJECT NO.	2900490
DRAWN BY	NFC
CHECKED BY	SJF
DATE	02/15/2023
DRAWING NO.	

WP-2


$$\frac{1}{4}'' = 1'-0''$$

$$\frac{1}{4}'' = 1'-0''$$

$$\frac{1}{4}'' = 1'-0''$$

$$\frac{1}{4}'' = 1' - 0''$$



COUNCIL COMMUNICATION

CC #: 2585
File #: 0704-01

Title: Sports Fencing Project - Approval of Plans and Specifications and Authorization to Call for Bids
Contact: Joel De Jong 916-774-5924 jdejong@roseville.ca.us

Meeting Date: 3/15/2023
Item #: 6.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the plans and specifications for the Maidu, Central and Crabb Parks Sports Fencing Project and authorize staff to call for bids.

BACKGROUND

At the September 7, 2022 meeting, City Council approved a grant agreement between the City of Roseville and Placer Valley Tourism for \$250,000 towards the fencing at the Maidu soccer fields and the Crabb Park and Central Park ball fields. This project includes the installation of fencing enclosing the five Maidu Regional Park soccer fields and installs outfield fences at each of the Central Park and Crabb Park ball fields. Irrigation modifications to accommodate the new fencing are included. Additive alternates have been identified and include concrete mow bands under the fencing at each location, installation of warning tracks at the ball field fences, and a gravel walking shoulder along the fencing adjacent to the bike path at Maidu. Bids are scheduled to be opened in April. Staff plans to return to Council in May to seek approval to award the project.

FISCAL IMPACT

The architect's estimate for construction is \$501,160. Funding for the project is provided from a combination of \$250,000 in grant funds, provided by Placer Valley Tourism, and the balance through the City's General Fund Capital Reserve Fund (1012). Ongoing maintenance costs are currently funded through the Parks, Recreation & Libraries operating budget in the General Fund. There will be no additional maintenance cost as a result of this project.

ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration of an existing facility and the construction of a limited number of small facilities. These activities are categorically exempt from CEQA as Class 1 (Existing Facilities) and 3 (New Construction or Conversion of Small Structures) Categorical Exemptions (State CEQA Guidelines Section 15301, 15302, and 15303). The Exemption has

been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal C - Maintain a safe and healthy community

Goal D - Enhance economic vitality

Goal E - Deliver exceptional city services

Respectfully Submitted,

Joel De Jong, Park Development Project Manager

Jill Geller, Director, Parks, Recreation & Libraries

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

Vicinity Maps

Project Manual_Sports Fencing

Plans_Sports Fencing

**VICINITY MAP
MAIDU PARK**

DOUGLAS BL

EUREKA RD

Cirby Creek

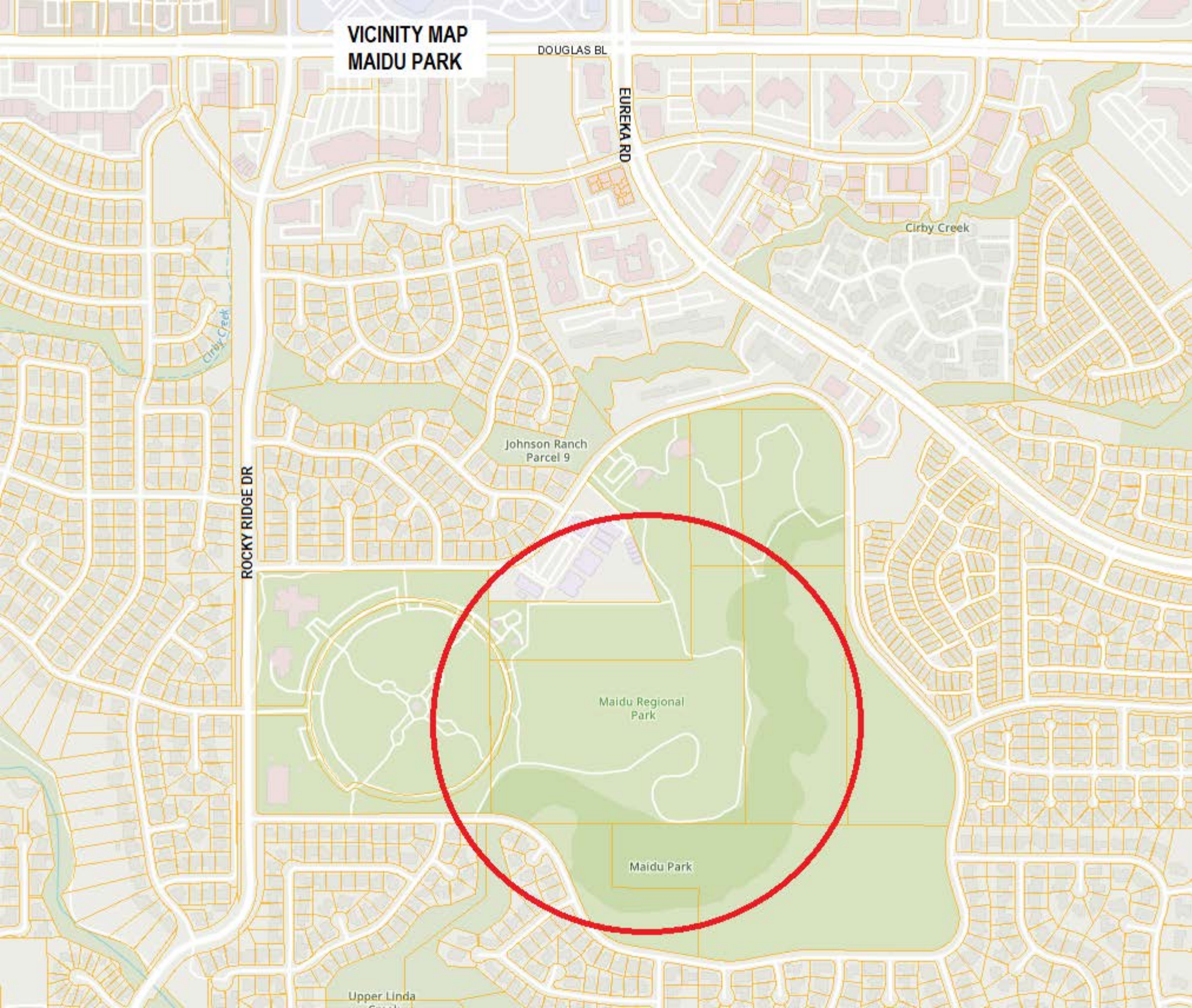
Johnson Ranch
Parcel 9

ROCKY RIDGE DR

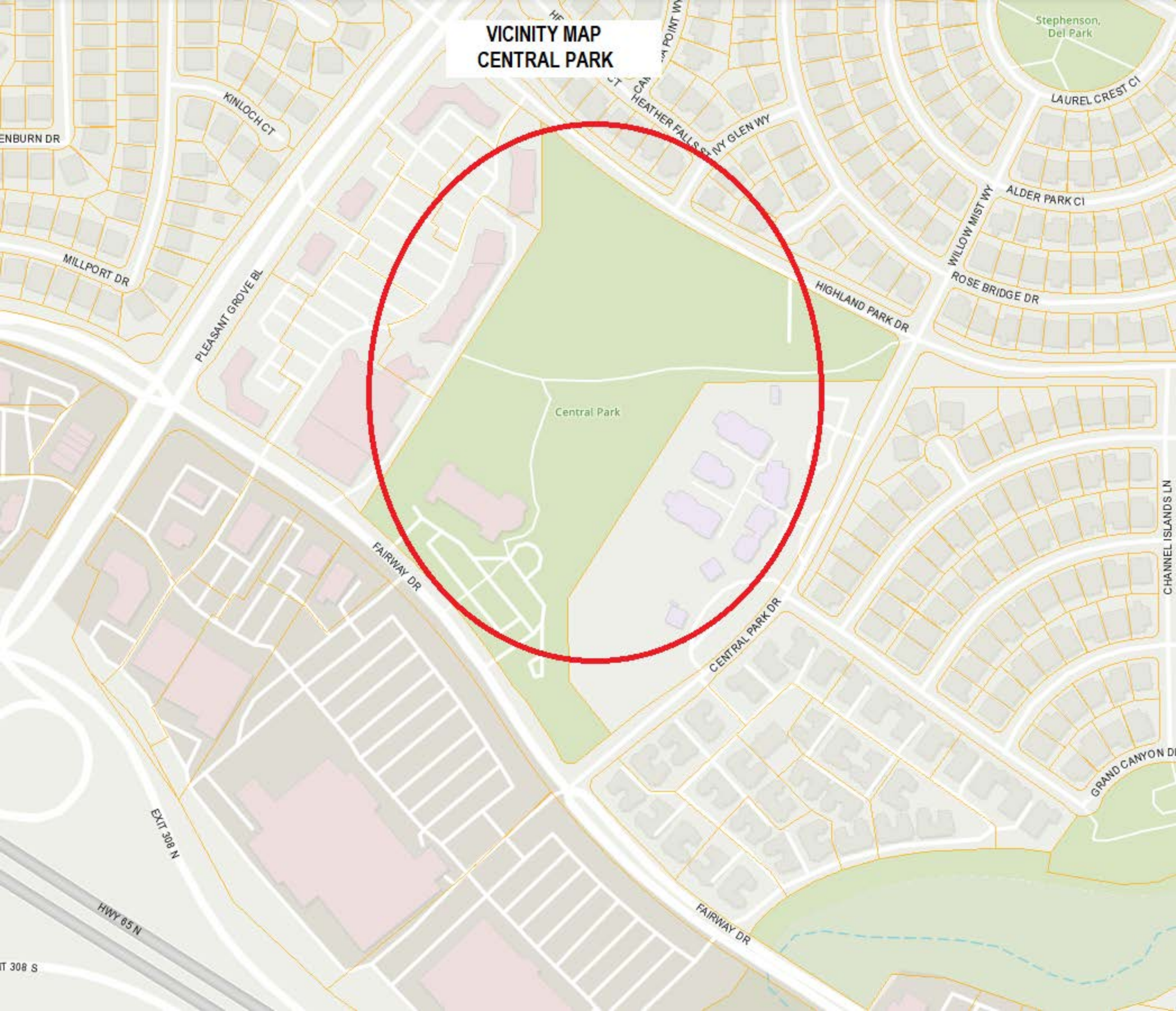
Maidu Regional
Park

Maidu Park

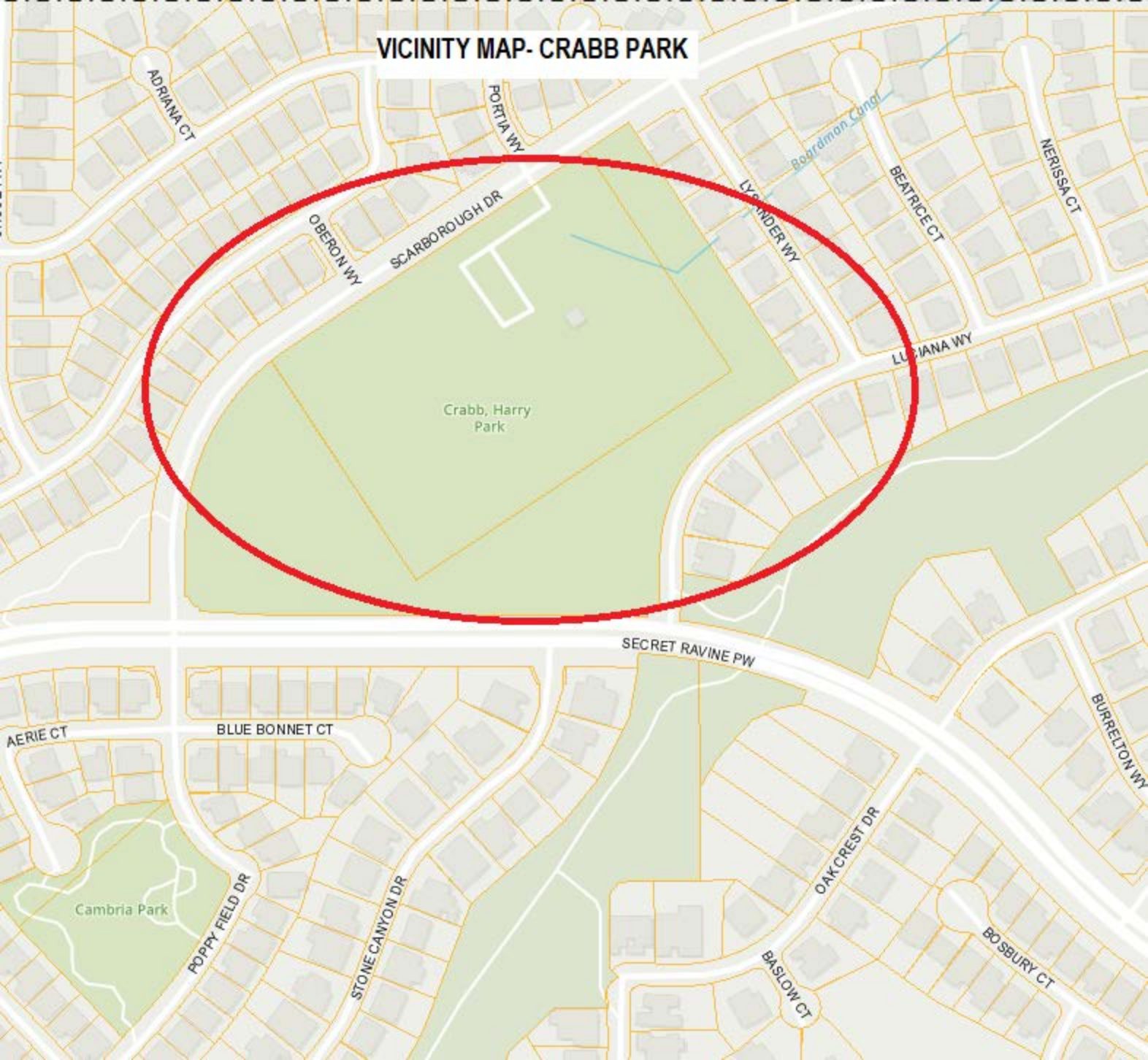
Upper Linda
Creek



VICINITY MAP
CENTRAL PARK



VICINITY MAP- CRABB PARK





Project Manual for the Sports Fencing Project

March 2023

The latest edition of the City of Roseville Parks Construction Standards are incorporated by reference as a part of this Project Manual. The Parks Construction Standards are available at www.roseville.ca.us/parksintheworks.

Parks, Recreation & Libraries
316 Vernon Street, Suite 400
Roseville, California 95678
www.roseville.ca.us





Parks, Recreation & Libraries
Park Development
316 Vernon Street, Suite 400
Roseville, California 95678

Notice to Bidders

DATE: March 16, 2023

TO: Prospective Bidders

FROM: Joel De Jong, Park Development Project Manager

RE: Sports Fencing Project

Project Description: The City of Roseville is now accepting bid proposals for the Sports Fencing Project. The scope of work includes, but is not limited to: Installation of new chain link fencing at three separate parks with sports fields, concrete mow curbs, associated irrigation modifications, and installation of various aggregate surfaces.

Contract Documents: A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be obtained online from the City of Roseville's website at www.roseville.ca.us/business/procurement_services/bids_rfps. All communications relative to this project shall be conducted through Public Purchase.

Potential bidders are advised to obtain all documents and specifications related to this project directly from the City of Roseville. The City of Roseville does not guarantee the accuracy of any forms, plans, or project manuals obtained through outside sources other than the City of Roseville. Furthermore, the City does not guarantee the distribution of any addendums or the accuracy of their content if obtained from a third party.

Bidders expressly assume the risk that their bid will be rejected from the use of project manuals or project plans obtained from third parties other than the City of Roseville.

Engineer's Estimate: The engineer's estimate for construction of the base bid items is \$501,160.

Pre-Bid Meeting: There will be no pre-bid meeting for this project. Bidders are expected to be familiar with the existing site conditions however, and may pose questions on any conditions they may discover that are not represented within the bid documents.

Questions: The deadline for submission of questions and clarifications regarding the Contract Documents is Friday, March 31, 2023 at 5:00 p.m. In order to meet the required timeline to issue addenda, questions will not be accepted after this date. Only Addenda issued by the City are binding. All questions shall be directed to the attention of Joel De Jong via Public Purchase at <https://roseville.ca.us/rfp>.

Bid Deadline: Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until 3:00 p.m. April 11, 2023. The proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville in the City Clerk's Office at 3:05 p.m. on that same day.

The July 2021 edition of the City of Roseville Parks Construction Standards will be applicable to this project. The successful bidder will be required to use the standards contained in the book for the construction of this project.



Parks, Recreation & Libraries
Park Development
316 Vernon Street, Suite 400
Roseville CA 95678

Notice to the apparent low bidder for the Sports Fencing Project

In order to move forward with the award of this project, the City of Roseville requests that you submit the following documents:

1. Agreement (two sets of originals, single-side print) with either:
 - wet signatures from two corporate officers, or
 - wet signature from one corporate office plus the corporate seal
2. Public Works Faithful Performance Bond – fully executed and notarized
3. Public Works Labor and Materials Payment Bond – fully executed and notarized
4. Insurance Certificates
5. CDBG Supplement to Contract for Construction Forms

The Agreement, bond forms and insurance requirements are contained in this Project Manual.

We request that all documents be received by April 21, 2023.

Please contact us if you are unable to meet this deadline.

Send completed forms to:

City of Roseville - Parks, Recreation & Libraries Department
Attn: Joel De Jong
316 Vernon Street, Suite 400
Roseville CA 95678

The Parks, Recreation & Libraries Department requires submittal of all of the above executed documents prior to City Council bid award.

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CITY OF ROSEVILLE

DEPARTMENT OF Parks, Recreation & Librarires

Name of Project: Sports Fencing Project

NOTICE TO CONTRACTORS

NOTICE IS HEREBY GIVEN THAT sealed Proposals will be received at the Office of the City Clerk, 311 Vernon Street, Roseville, California, until April 11, 2023 at 3:00 p.m. Late Proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on April 11, 2023 at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project:

Mike Shellito Indoor Pool Replastering Project.

A pre-bid meeting will be held at N/A

A Project Manual, including all Contract Documents and the Proposal forms for bidding this project, may be obtained on-line from the City of Roseville's website at https://www.roseville.ca.us/business/procurement_services/bids_rfps. All communications relative to this project shall be conducted through Public Purchase.

Bids shall be submitted on the City's Proposal Forms included in the Project Manual, plainly endorsed with the Bidder's name together with signed acknowledgement of any and all addenda. Proposal Forms shall be securely sealed in a suitable envelope marked with the name and address of the Bidder, and marked in capital letters on the front and back of the envelope as

follows:

[NAME OF PROJECT]

(Name of Bidder)

(Address of Bidder)

Whether mailed or personally delivered, all bids shall be addressed to the City of Roseville, Office of the City Clerk, 311 Vernon Street, Roseville, California, 95678.

Each bid must be accompanied by a Bid Guaranty in the form of a Certificate of Deposit, Certified or Cashier's Check, Bidder's Bond or Irrevocable Standby Letter of Credit in an amount equal to at least ten percent (10%) of the Bidder's Grand Total Price. The Bid Guaranty will be retained by the City and applied to any and all damages sustained by the City in the event that the successful Bidder fails or refuses to enter into the Contract awarded to it and to furnish all required bonds and Certificates of Insurance. The City intends to award the Contract to the lowest responsible Bidder based on the Grand Total Bid Price for all components of the Project. To the extent allowed by law, the City reserves the right to reject any and all bids and/or to waive any irregularities or informalities in any bid or in the bidding procedure. The City specifically reserves the right to not award the Contract after the opening of bids.

Any bid may be withdrawn at any time prior to the time fixed in the public notice for the deadline submission of bids only by written request for the withdrawal of the bid filed with the City Clerk. The request shall be executed by the Bidder or his or her duly authorized representative. The withdrawal of a bid does not prejudice the right of the Bidder to file a new bid by the submission deadline. Whether or not bids are opened exactly at the time fixed in the public notice for opening bids, a bid will not be received after the deadline submission of bids

nor may any bid be withdrawn after the time fixed in the public notice for deadline for submission of bids. Immediately following the deadline for submission of bids all bids shall become the property of the City of Roseville and the City is under no obligation to return bids.

Bids will be examined and reported to the City Council within sixty (60) business days after the bid opening. Except as permitted by applicable law, no Bidder may withdraw its bid for a period of sixty (60) business days after the date of bid opening. Each Bidder will be notified of any award of the Contract by the City.

The City will affirmatively ensure non-discrimination on the basis of one or more of the following: race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status in the award and administration of contracts that it awards.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit certain securities in lieu of the City withholding retention of payments during the Project.

The City has determined that the Contractor shall possess a valid Class A, C-13, or C-27 Contractor's license at the time that the bid is submitted, as well as any other license classification as may be required by the laws of the California for the performance of the work specified in the Contract Documents. Said license shall be maintained during the Contract period. Failure to possess the specified license shall render the bid nonresponsive and will act as a bar to the award of the Contract to any Bidder not possessing such a license at the time of bid submittal. The Contractor shall provide certification of the license, its number and the expiration date on the proposal form.

The work is to be done in Placer County. Pursuant to California Labor Code Section 1773, the City has ascertained the General Prevailing Rate of Wages in the County in which the

work is to be done to be as determined by the Director of Industrial Relations of the State of California. The Contractor is hereby made aware that information regarding prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The Contractor is required to post a copy of the applicable wage rates at the job site. Attention is directed to Section 5 “Legal Relations and Responsibility” of the General Conditions.

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5 or exempt from registration requirements pursuant to Labor Code Section 1725.5(f). It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform work pursuant to Labor Code Section 1725.5 at the time the contract is awarded or is exempt from registration requirements pursuant to Labor Code Section 1725.5(f). The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

All questions prior to the deadline for bid submissions shall be directed to the attention of Joel De Jong via Public Purchase Q&A at Publicpurchase.com. The deadline for submissions of questions and clarifications regarding the Contract Documents is 10 calendar days before the deadline for

bid submissions. Only Addenda issued by the City are binding.

City Clerk, City of Roseville

Dated: _____

Published: _____

FOR COUNCIL APPROVAL
NOT FOR BIDDING

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

1-1.01 **GENERAL.** These Instructions to Bidders form a part of the Contract Documents. Capitalized terms are defined in the General Conditions Section 1.

1-1.02 **EXAMINATION OF PLANS, CONTRACT DOCUMENTS AND SITE OF THE WORK.** The Bidder shall examine carefully the site of the Work and all the Contract Documents, including these Instructions to Bidders, and shall inform itself of the conditions relating to the execution of the Work. Failure to do so will not relieve the successful Bidder of its obligation to enter into an Agreement and complete the Work in strict accordance with the Contract Documents. Conditions relating to the execution of the Work include the requirements of federal, state, and local laws, statutes and ordinances relative to the execution of Work, including, but not limited to, applicable regulations concerning prevailing wage rates, non-discrimination in the employment of labor, protection of the public, employee health and safety, and environmental protection.

The submission of a bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and scope of Work to be performed, the quantities of materials to be furnished, and as to the requirements of all the Contract Documents.

1-1.03 **EXISTING INFORMATION.** Where the Department has made investigations of site conditions, including subsurface conditions in areas where Work is to be performed under the Contract, such investigations are made only for the purpose of study and design. City does not represent that such conditions as found in these investigations or inferences or conclusions drawn as a result of these investigations will represent actual site

conditions and hereby disclaims any liability as a result of Contractor's or Bidder's reliance on such investigations. City will presume that all Bidders have conducted their own site investigations, including investigations of subsurface conditions. Where such investigations have been made, Bidders or Contractors may, upon written request, inspect the records of the Department as to such investigations subject to the conditions set forth in these Instructions to Bidders. Such inspection of records may be made only at the location noted above. The records of such investigations are not a part of the Contract Documents and are shown solely for the convenience of the Bidder or Contractor. The City assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the investigations made, the records thereof, or of the interpretations set forth therein or made by the City in its use thereof. The City makes no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

No information derived from such inspection of records of investigations or compilation thereof made by the City, the Department or from the Engineer, or his or her assistants, will in any way relieve the Bidder or Contractor from properly examining the site and making such additional investigations as it may elect, or from properly fulfilling the terms of the Contract.

SECTION 2: BID REQUIREMENTS

2-1.01 **PROPOSAL FORMS.** The Department will furnish to each Bidder standard Proposal Forms, which, when filled out and executed may be submitted as the bid. Proposals shall include all pages in the Project Manual with page numbers marked “PROP” plus the Addendum acknowledgment form (front sheet) from all Addenda received by the Bidder. Proposals shall be removed from the Project Manual. The full Project Manual shall not be submitted with the proposal. Bids not presented on forms so furnished will be disregarded.

The Proposal and one (1) copy thereof shall be submitted as directed in the “Notice to Contractors” under sealed cover plainly marked as a Proposal, and identifying the project to which the Proposal relates and the date of the bid opening therefor. Proposals which are not properly marked may be disregarded.

All blank spaces in the Proposal must be completed, as required, in ink. All price information shall be shown, clearly legible, in figures where required.

The Bidder shall sign the Proposal in the blank space provided therefor. If the Bidder is the sole owner, the Proposal shall be signed by the owner. If the Bidder is a corporation, the legal name of the corporation and its State of incorporation shall be set forth and the Proposal shall be signed by at least two officers authorized to sign contracts on behalf of the corporation. If the Bidder is a partnership, the true name of the firm shall be set forth, the names and addresses of all partners shall be given and the Proposal shall be signed by a partner in the firm authorized to sign contracts on behalf of the partnership. If the Bidder is a joint venture, the Proposal shall be signed on behalf of each participating company by officers or other individuals who have the full and proper authorization to do so. If the Proposal is signed by an agent of the Bidder other than an officer of a corporation or a member of a partnership, a notarized Power of

Attorney must be on file with the City prior to opening of bids or must be submitted with the Proposal. If requested by the City, the Bidder shall promptly submit evidence satisfactory to the City of the authority of the person signing the Proposal.

2-1.02 **SUBMISSION OF BIDS.** Bids must be submitted at the prescribed time and location specified in the Notice to Contractors. Any submission received after the prescribed time shall be rejected, regardless of whether or not bids are opened exactly at the prescribed time.

Any unauthorized conditions or qualifications entered on, or changes made to, the Proposal may render it invalid and may cause its rejection.

No telegraphic, telephonic, or facsimile or other electronically transmitted bids will be considered.

2-1.03 **REQUIRED LISTING OF PROPOSED SUBCONTRACTORS.** Each Proposal shall list the name, address and Contractor license number of each Subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent (0.5%) of its total bid, in accordance with Section 4100 to 4114, inclusive, of the Public Contract Code for the State of California. The Bidder shall list the Subcontractor's license number and the portion of the Work that will be done by each Subcontractor. If the Bidder fails to specify a Subcontractor for any portion of the Work, the Bidder agrees to perform that portion of the Work itself, and represents that it is qualified to perform that portion of the Work itself. The Bidder's attention is invited to other provisions of the Public Contract Code related to the imposition of penalties for a failure to observe its provisions by using unauthorized Subcontractors or by making unauthorized substitutions.

2-1.04 **CONTRACTOR'S LICENSING LAWS.** Attention is directed to the

provisions of Business and Professions Code Chapter 9 of Division 3 concerning the licensing of Contractors.

All Bidders at the time of bid submittal shall be licensed as Contractors in accordance with the laws of this State. Any Bidder or Contractor not so licensed is subject to the penalties imposed by such laws. The form of Contractor's license required is stated in the Notice to Contractors, provided that the City makes no representation as to whether the State may require other or additional licenses. It is the Bidder's and Contractor's responsibility to obtain the correct Contractor's licenses. Bidders shall be skilled and regularly engaged in the general class or type of Work called for under this Contract.

All Bidders and Contractors, including Subcontractors, shall have a current City business license before undertaking any Work.

2-1.05 **NONCOLLUSION DECLARATION.** By submitting a bid, the Bidder represents and warrants that such bid is genuine and not a sham or collusive or made in the interest or on the behalf of any person therein named, and that the Bidder has not, directly or indirectly, included or solicited any other Bidder to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Bidder has not in any manner sought collusion to secure the Bidder an advantage over any other Bidder.

Bidders shall submit a properly completed and executed "Noncollusion Declaration" in the form required by Public Contract Code Section 7106 and provided with the Proposal (PROP-11).

2-1.06 **DISQUALIFICATION, REMOVAL OR OTHER PREVENTION OF BIDDING.** A bid may be rejected on the basis of a Bidder, any officer of such Bidder, or any employee of such Bidder who has a proprietary interest in such Bidder, having been disqualified,

removed, or otherwise prevented from bidding on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

2-1.07 **PROPOSAL GUARANTY.** All bids shall be accompanied by one of the following forms of Bidder's security: Cash, a cashier's check, a certified check, or a Bidder's bond executed by an admitted California surety insurer, made payable to the City of Roseville, or any other form of security deemed acceptable by the City Attorney. The security shall be in an amount equal to at least ten percent (10%) of the amount bid. A bid will not be considered unless one of the form of Bidder's security is enclosed with it.

A Bidder's bond shall conform to the City's bond form in the Proposal and shall be properly filled out and executed.

2-1.08 **SCHEDULE OF BID PRICES.** Bidders are directed to submit unit and lump sum prices for all Work set forth in the Contract Documents on the Proposal Form entitled "Schedule of Bid Prices."

Unit prices and lump sum prices, as indicated, must be entered in the appropriate spaces provided in the Schedule of Bid Prices. If applicable, unit prices shall be multiplied by the quantities shown, and the total shall be inserted in the Amount column. In the event of any error or discrepancy between the unit price and the calculated amount, the unit prices shall govern.

The City may correct any mathematical errors apparent on the face of the bid.

The amounts shown in the Amount column must be added together in arriving at the Grand Total Bid Price.

Amounts for Allowance bid items must be entered in the exact amount in the Amount column.

The prices included within the Schedule of Bid Prices shall include all costs for labor,

materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and all other costs necessary to perform the Work in accordance with the Contract Documents.

The Grand Total Bid Price shall be indicated in the Summary table form included with the Schedule of Bid Prices. The Grand Total Bid Price shall be the sum of the amounts bid for each of the designated portions of the Work, as more specifically described on the Schedule of Bid Prices form itself.

Full compensation for complying with the Contract Documents, including requirements of the Standard Specifications, the General Conditions, Supplemental Conditions, and all warranties, shall be considered included in the bid items and no additional compensation shall be allowed therefor.

Full compensation for completion of all work as shown on the plans, as specified in the Specifications, and as directed by the City, shall be considered included in the bid items and no additional compensation shall be allowed.

Bidders are strongly discouraged from submitting unbalanced bids. As used herein, the term “unbalanced bid” is defined as any bid that does not include a reasonable proportionate allocation of indirect costs and profit of each bid item indicated in the Schedule of Bid Prices. The City reserves the right to reject any unbalanced bid if the City determines that there is a reasonable doubt that an acceptance of the bid will not result in the lowest ultimate cost to the City with regard to the work or a disproportionate distribution of contract funds.

The City reserves the right to delete any bid item in its entirety and/or significantly reduce the quantity of Work under a bid item. The City makes no representation that any Work under a bid item will be performed during the course of the Project or that the Work will be

performed at the quantities included in the Schedule of Bid Prices. As provided in the General Conditions, for any deleted Work, Contractor shall not be entitled to payment of the indirect costs and profit included for said bid item. All bid items shall be considered distinct and severable from the remaining bid items, and each Bidder acts at its peril if its bid is unbalanced.

The City shall compare bids on the basis of the Grand Total Bid Price, which includes the base bid and any alternates designated on the Schedule of Bid Prices. Alternates may or may not be awarded, or may be awarded in any combination, at the City's discretion.

2-1.09 **WITHDRAWAL OF PROPOSALS.** Any bid may be withdrawn at any time prior to the time fixed in the Notice to Contractors for the opening of bids, provided that a request in writing, executed by the Bidder or its duly authorized representative, for the withdrawal of such bid is filed with the City Clerk. Facsimile and electronic mail requests are not acceptable. The withdrawal of a bid shall not prejudice the right of a Bidder to file a new bid. The withdrawal of any bid after the time fixed in the Notice to Contractors for the opening of bids will not be permitted.

2-1.10 **ADDENDUM.** Proposals shall include all costs and account for all Addenda issued prior to opening of bids. The Bidder is responsible for verifying that all issued Addenda have been received. An Addendum acknowledgment form for each Addendum shall be included as part of the Proposal submittal.

2-1.11 **PUBLIC OPENING OF PROPOSALS.** Proposals will be publicly opened and read at the time and place indicated in the Notice to Contractors. Bidders or their authorized agents are invited to be present.

2-1.12 **TRENCHING AND EXCAVATION WORK.** In accordance with the provisions of California Labor Code Section 6707, if the Work involves construction of a

pipeline, sewer, sewage disposal system, boring or jacking pits, or similar trenches or open excavations, which are five feet (5') or deeper, each bid submitted shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb, which shall conform to all applicable safety orders.

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 3: EVALUATION OF BIDS

3-1.01 **BID EVALUATION PROCESS.** Bids will be evaluated to determine the apparent low Bidder. The apparent low Bidder will be determined on the basis of the Grand Total Bid Price, as shown in the Schedule of Bid Prices. If additive or deductive alternates are used in the Schedule of Bid Prices, the apparent low Bidder will be the Bidder with the lowest total of the bid prices for base contract items plus the alternates designated by the City as those that will be used for determining the lowest bid price. However, the City reserves the right to (1) not award any alternates or (2) award any combination of alternates.

In case of discrepancy between the total of the base contract items and any specified alternates and the stated Grand Total Bid Price, the total of the base contract items plus specified alternates shall prevail. Any mathematical errors that appear on the face of the bid will be corrected by the City and the City will use the mathematically corrected addition. For example, if the mathematical total of Bidder's base contract items plus specified alternates equals \$1,000,000, but the Bidder has written \$1,250,000 as the Grand Total Bid Price, the City will consider \$1,000,000 to be the Bidder's Grand Total Bid Price for purposes of comparison to other Bidders and actual bid award. The City reserves its rights to reject or accept bids based on discrepancies between the stated Grand Total Bid Price and the actual mathematical total of the base contract bid items, plus specified alternates.

3-1.02 **REJECTION OF IRREGULAR PROPOSALS.** Proposals may be rejected in the City's sole discretion if they show any alterations of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind. However, the City reserves the right to waive any minor irregularities and informalities in any bid or in the bid procedure for any reason.

3-1.03 **COMPETITIVE BIDDING.** If more than one proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such proposals may be rejected. A party who has quoted prices on materials or Work to a Bidder is not thereby disqualified from quoting prices to other Bidders, or from submitting a bid directly for the materials or Work.

All Bidders are put on notice that any collusive agreement to control or affect the awarding of this Contract is in violation of the competitive bidding requirements of the City Charter, State Contract Act and the Business and Professions Code and may render void any Contract let under such circumstances.

3-1.04 **RELIEF OF BIDDERS.** If the Bidder claims a mistake was made in its bid, the Bidder shall give the Department written notice within five (5) Days after the opening of the bids of the alleged mistake, specifying in the notice in detail how the mistake occurred. No relief from a claimed mistaken bid shall be granted unless such mistake clearly appears on the face of the bid submitted to the City. Claimed mistakes on backup worksheets, spreadsheets, computerized bidding programs, or any other similar calculative bidding mistake which is not apparent on the face of the bid shall not under any circumstance be considered as a basis for relief. The burden of proving the occurrence of a mistake entitling a Bidder to relief from its bid rests entirely on the Bidder. Relief from bids shall be in the City's sole discretion.

SECTION 4: AWARD AND EXECUTION OF CONTRACT

4-1.01 **AWARD OF CONTRACT.** The City reserves the right to reject any and all proposals and to award (or not award) any combination of bid items at its option. Any such award will be to the lowest responsible Bidder whose proposal complies with the requirements prescribed for the bid items awarded. Such award, if made, will be made within sixty (60) business days after the opening of the proposals. If the lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the second lowest responsible Bidder. Such award, if made, will be made within eighty-two (82) business days after the opening of proposals. If the second lowest responsible Bidder refuses or fails to execute the Contract, or provide an acceptable Performance Bond, Payment Bond, and insurance certificate(s), the City may award the Contract to the third lowest responsible Bidder. Such award, if made, will be made within one hundred four (104) business days after the opening of the proposals. The above time periods within which the award of Contract may be made are subject to extension for such further period as may be agreed upon in writing between the City and the Bidder concerned.

4-1.02 **RETURN OF BIDDER'S SECURITIES.** Within ten (10) Days after the award of the Contract, the City Clerk will return all Bidders' securities, other than Bidders' bonds, accompanying the proposals that are not to be further considered in making the award. Retained Bidders' securities will be held until the Contract has been fully executed, after which all Bidders' securities, except Bidders' bonds and any Bidders' securities that have been forfeited, will be returned.

4-1.03 **CONTRACT BONDS.** The successful Bidder shall furnish two (2)

bonds in the form contained in the section entitled Insurance Broker Information Packet and Bonds. One (1) bond shall secure the payment of the claims of laborers, mechanics or materialmen employed on the Work under the Contract, and the other bond shall guarantee the faithful performance of the Contract.

Each of the two (2) bonds shall be in a sum equal to one hundred percent (100%) of the Contract Price. If the Contract Price increases by the issuance of Change Orders, the penal amounts of the bonds required shall increase accordingly. Sureties on each of said bonds shall be satisfactory to the City.

All alterations, extensions of time, extra and additional Work, and other changes authorized by the Standard Specifications, the General Conditions, the Supplemental Conditions or any part of the Contract may be made without securing the consent of the surety or sureties on the Contract bonds.

Furthermore, the successful Bidder shall furnish a certificate from the County Clerk as required by California Civil Code of Procedure Section 995.660(a)(3).

4-1.04 **INSURANCE.** At the time of the execution of the Contract, the Contractor shall, at its own expense, procure, and at all times during the prosecution of the Work maintain in full force and effect Worker's Compensation Insurance, and Liability Insurance as specified in the General Conditions. The Contractor shall provide a Certificate of Insurance in the form contained in the section entitled Insurance Broker Information Packet.

4-1.05 **EXECUTION OF CONTRACT.** The Contract shall be signed by the successful Bidder and returned, together with all the required Contract bonds and insurance certificates, within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City.

If the Bidder is an individual, the Contract shall be executed personally by the Bidder. If the Bidder is a partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one of them. If the Bidder is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief financial officer, treasurer or assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf, and the corporate seal affixed thereto. In the alternative, a person other than an officer may sign the Contract, provided evidence satisfactory to the City is provided indicating the individual's authority to bind the corporation. If the corporate seal is not affixed to the Contract, or if it is executed by a person other than officers, or only by one officer, there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Bidder is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so.

4-1.06 **FAILURE TO EXECUTE CONTRACT.** Failure of the lowest responsible Bidder, the second lowest responsible Bidder, or the third lowest responsible Bidder to execute the Contract and file acceptable bonds and insurance as provided within fifteen (15) Days after the Contract has been awarded, or as otherwise directed, in writing, by the City, shall be just cause for annulment of the award and forfeiture of the Bidder's security. The successful Bidder may file with the City Clerk a written notice, signed by the Bidder or Bidder's authorized representative, specifying that the Bidder will refuse to execute the Contract if presented to Bidder. The filing of such notice shall have the same force and effect as the failure of the Bidder to execute the Contract and furnish acceptable bonds within the time prescribed.

SECTION 5: BID PROTEST PROCEDURES

5-1.01 **POLICY/PROCEDURES.** It is the policy of the City to consider fully and adjudicate promptly protests filed by prospective Bidders relating to the City's bidding procedure or award of the Contract. Protests shall be filed and processed in accordance with Section 4.12.150 of the Roseville Municipal Code. A Bidder's failure to follow the bid protest procedures may result in rejection of the protest by the City.

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NOT FOR BIDDING

PROPOSAL TO THE DEPARTMENT OF _____

Project: _____

Name of Bidder _____ Business Phone _____

Business Address _____

Place of Business _____

Contractor's License No. _____

License Expiration Date _____

License Classification Type _____

DIR Registration No. _____

Type of business organization: _____

*If a Corporation, incorporated under the laws of the State of: _____

City of Roseville Business License No. _____

The undersigned Bidder herewith submits this Proposal and binds itself on award by the City of Roseville under this bid to execute a Contract in accordance with its bid and the Contract Documents.

The Notice to Contractors, Instructions to Bidders, Form of Agreement, Specifications, General Conditions, Supplemental Conditions, Contract Drawings, and Addenda, if any, are made part of this bid and all provisions thereof are hereby accepted, and all representations and warranties are required thereby are hereby affirmed.

The work to be done is described in the Bidding Documents entitled _____, City of Roseville, California.

This offer shall be irrevocable for a period of sixty (60) Days after the date on which bids are opened.

The undersigned Bidder understands that any clarification made to the above or any new and different conditions or information submitted on or with its Proposal, other than that requested, may render the bid non-responsive.

The undersigned, as Bidder, declares that the only persons or parties interested in this Proposal as principals are those named herein; that this Proposal is made without collusion with any other person, firm, or corporation; that the Bidder has carefully examined the location of the proposed Work, the attached Form of Agreement, and the plans, Specifications, and other Contract Documents; and agrees if this Proposal is accepted, that it will contract with the City of Roseville, in the form of a copy of the Agreement contained in the Project Manual, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract Documents, in the manner and time therein prescribed, and according to the requirements of the Director, as therein set forth, and that the Bidder will take in full payment therefore prices indicated in the Schedule of Bid Items, including all work modified by addendum numbers _____. (IF NONE, STATE NONE).

Bids are required for all Bid Items. The amount of the Bid for comparison purposes will be the total of all items awarded.

The Bidder shall set forth for each item of work, in clearly legible figures, an item ("unit") price and a total for the item in the respective spaces provided for this purpose in the Schedule of Bid Items.

The prices included within the Schedule of Bid Items include all costs for labor, materials, tools, equipment, services, Subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, and for all other costs necessary to perform the Work in accordance

with the Contract Documents.

Accompanying this Proposal is _____.

(Notice: Insert the words "Cash \$_____", "Cashier's Check," "Certified Check," or "Bidder's Bond," as the case may be, in an amount equal to at least ten percent (10%) of the total of the Bid.)

The names of all persons interested in the foregoing Proposal as Principals, are as follows: _____

If SOLE OWNER, execute here:

I sign as sole owner of the business named above:

If PARTNERSHIP, one or more partners sign here:

The undersigned certify that we are partners in the business named above and that we sign this bid with the full authority to do so:

If CORPORATION, execute here:

Corporate Name: _____

Incorporated under the laws of the State of _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

By _____
*Signature of Authorized Official**

By _____
*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

If JOINT VENTURE, execute here:

Joint Venture name composed of: _____

The undersigned certify that they sign this bid with the full and proper authorization so to do:

*Signature of Authorized Official**

*Signature of Authorized Official**

Title

Title

Typewritten or Printed Name

Typewritten or Printed Name

*If Bidder is a partnership or Joint Venture, give the full names of all partners and/or Joint Ventures in the space provided (use additional sheet if required). If Bidder is a corporation, two signatures are required as follows: (1) the Chairman, President, or Vice-President and (2) the Secretary, Assistant Secretary, Chief Financial Officer, Treasurer, or Assistant Treasurer. In the alternative, this Agreement may be executed by a single officer or a person other than an officer provided that evidence satisfactory to City is provided demonstrating that such individual is authorized to bind the corporation (example, a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws).

[LIST OF SUBCONTRACTORS FOLLOWS ON NEXT PAGE.]

FOR COUNCIL APPROVAL
NOT FOR BIDDING

LIST OF SUBCONTRACTORS

Contractor's Name: _____

The Bidder is required to furnish the following information in accordance with the provisions of Section 4100 and 4114, inclusive, of the Public Contract Code of the State of California. This list and information shall include all Subcontractors that perform work, provide labor or render services to the Bidder in connection with the Project in an amount in excess of one-half of one percent (0.5%) of the total amount of the Bidder Grand Total Price.

PORTION/ TYPE OF WORK	% OF CONTRACT	SUB- CONTRACTOR'S NAME	CONTRACTOR LICENSE NO.	DIR REG NO.	BUSINESS ADDRESS (CITY, STATE)

SECURITY FOR COMPENSATION CERTIFICATE

(Required by California Labor Code Section 1861)

TO: City Council
City of Roseville

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

(Signature of Bidder)

Business Address

Telephone

BIDDER'S BOND

City Council of the City of Roseville

KNOW ALL MEN BY THESE PRESENTS:

That we _____
_____, as PRINCIPAL, and

a, _____ and duly authorized to transact business
under the laws of the State of California, as SURETY, are held and firmly bound unto the City of
Roseville in the penal sum of _____ dollars
(\$_____), being at least TEN PERCENT (10%) OF THE TOTAL AMOUNT OF
THE BID of the Principal above named, submitted by said Principal to the City of Roseville,
acting by and through the Public Works Director, for the work described below, for the payment
of which sum in lawful money of the United States, well and truly to be made, to the Director of
the Department to which said Bid was submitted, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above-mentioned Bid to the City Council of
the City of Roseville, as aforesaid, for certain construction specifically described as follows, for
which Bids are to be opened at the Office of the City Clerk located at 311 Vernon Street,
Roseville, California, on _____, 20__ FOR

(Copy here the exact title of work as it appears on the Proposal.)

NOW, THEREFORE, IF THE AFORESAID PRINCIPAL is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented for signature, enters into a written Contract, in the prescribed form, in accordance with the Bid, and files all insurance and two (2) Bonds with the Department, one (1) to guarantee Faithful Performance and the other to guarantee Payment for Labor and Materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 20____.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Business Address

NOTE: To be considered complete, both the Principal and the Surety must sign this Bidder's Bond. In addition, signatures of those executing for the Surety must be properly acknowledged.

Project _____

Contractor _____

SCHEDULE OF BID ITEMS

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SCHEDULE OF BID ITEMS

SPORTS FENCING PROJECT

The bidder, in compliance with the published Notice to Contractors, having examined the Plans and Specifications, any and all addenda, any related documents, and all of the sites of the proposed work, and being familiar with all the conditions surrounding the construction of the proposed project, including the availability of material, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time period set forth therein, and at the prices stated. This is a grand total bid price project. These prices are to include all labor, materials, supplies, and all other expenditures incidental to complete compliance to the Contract Documents.

The work to be included in the Contract shall be determined by the City prior to award of Contract. **The amount of the bid for comparison and award purposes shall be the total amount set forth in the “Grand Total Bid Price”.** The City reserves the right to award none, all or selected add alternates as the budget permits.

BASE BID:

Base bid includes all work as shown on the plans, project manual, and addenda to construct the **Sports Fencing Project**.

Numerical **Base Bid**: \$ _____

Written **Base Bid**: _____ dollars and _____

ADD ALTERNATES:

Add Alternate #1 – Concrete Mow Band at Maidu Soccer

Numerical **Additive Alternative #1 Bid**: \$ _____

Written **Additive Alternative #1 Bid**: _____ dollars and _____

Add Alternate #2 – Concrete Mow Band at Crabb Park and Central Park Ballfields

Numerical **Additive Alternative #2 Bid**: \$ _____

Written **Additive Alternative #2 Bid**: _____ dollars and _____

Add Alternate #3 – Aggregate Base Bike Trail Shoulder at Maidu Soccer

Numerical **Additive Alternative #1** Bid: \$ _____

Written **Additive Alternative #1** Bid: _____ dollars and _____

Add Alternate #4 – Aggregate Mix Warning Tracks at Crabb Park and Central Park Ballfields

Numerical **Additive Alternative #2** Bid: \$ _____

Written **Additive Alternative #2** Bid: _____ dollars and _____

TOTAL LUMP SUM BID:

Base Bid plus Add Alternate #1, Add Alternate #2, Add Alternate #3 and Add Alternate #4.

Numerical **Total Lump Sum** Bid: \$ _____

Written **Total Lump Sum** Bid: _____ dollars and _____

The additions/deletions sheet (**PROP 10C**) and Project Experience Sheet (**PROP 10D**) are required to be completed in their entirety. Failure to do so would be interpreted as an incomplete/non-responsive bid.

The additions/deletions sheets will not be considered for bid award but will be used for contract change orders.

Contractor Name (print or type): _____

Signature (by authorized representative): _____

Date: _____ License No.: _____ Class: _____

Sports Fencing Project

For Additions and Deletions Only

Contractor shall provide itemized costs as shown below for use during construction for additions or deletions only. Unit costs to be listed are based on the project plans, specifications, Parks Construction Standards and the Design & Construction Standards, unless otherwise noted. Items listed are not necessarily shown on the plans or identified in the Technical Specifications.

Item	Description	Unit	Unit Cost
1	6' tall vinyl coated chain link fence	lf	
2	6' tall galvanized chain link fence	lf	
3	Pedestrian Gate	ea	
4	Vehicular Gate	ea	
5	12" Concrete Mow Band	lf	
6	Warning Track (incl demo and disposal of turf)	sf	
7	A/B Shoulder (incl demo and disposal of turf)	sf	
8	Calsense 2-Wire Decoder	ea	
9	Rainbird 2" PEB Valve, Assembly in Box	ea	
10	Rainbird 1806 SAM-PRS-45 with RVAN Nozzle	ea	
11	Rainbird 5006 PCR MPR 25	ea	
12	Sched 40 PVC Lateral -2"	lf	
13	Sod Repair- New Lattitude 36 Hybrid Bermuda, Delta Blue Grass	sf	

PROJECT QUALIFICATIONS/EXPERIENCE SHEET

Project Name: _____ Company Name: _____ License Type: _____

The following shall be fully completed by the Contractor detailing previous experience which satisfies the project prerequisite. This prerequisite includes park projects of similar size and scope to that of the current project and which has been completed by your company within the last three (3) years. This form shall be fully completed and submitted as a part of the Proposal/Bid Schedule. Failure to do so could be interpreted as an incomplete/non-responsive bid.

1. Project Name: _____ Acres _____ Location: _____
Owner: _____ Contact Person: _____
Phone: (____) _____ Contract Amount: \$ _____ Year Completed _____
Landscape Architect/Architect: _____ Phone: (____) _____

Scope of Work (check all those that apply):

☐ Grading	☐ Drainage	☐ Irrigation	☐ Asphalt Concrete Work	☐ Concrete Forming
☐ Concrete Flatwork	☐ Special Concrete Finishing	☐ Decomposed Granite Paving	☐ Doors & Hardware	☐ Fencing
☐ Plumbing	☐ HVAC	☐ Framing/Drywall	☐ Cabinetry	☐ Lighting
☐ Drinking Fountains	☐ Masonry Block Work	☐ Epoxy Coating	☐ Restroom Facilities	☐ Landscaping
☐ Other (specify) _____				

2. Project Name: _____ Acres _____ Location: _____
Owner: _____ Contact Person: _____
Phone: (____) _____ Contract Amount: \$ _____ Year Completed _____
Landscape Architect/Architect: _____ Phone: (____) _____

Scope of Work (check all those that apply):

☐ Grading	☐ Drainage	☐ Irrigation	☐ Asphalt Concrete Work	☐ Concrete Forming
☐ Concrete Flatwork	☐ Special Concrete Finishing	☐ Decomposed Granite Paving	☐ Doors & Hardware	☐ Fencing
☐ Plumbing	☐ HVAC	☐ Framing/Drywall	☐ Cabinetry	☐ Lighting
☐ Drinking Fountains	☐ Masonry Block Work	☐ Epoxy Coating	☐ Restroom Facilities	☐ Landscaping
☐ Other (specify) _____				

3. Project Name: _____ Acres _____ Location: _____
Owner: _____ Contact Person: _____
Phone: (____) _____ Contract Amount: \$ _____ Year Completed _____
Landscape Architect/Architect: _____ Phone: (____) _____

Scope of Work (check all those that apply):

☐ Grading	☐ Drainage	☐ Irrigation	☐ Asphalt Concrete Work	☐ Concrete Forming
☐ Concrete Flatwork	☐ Special Concrete Finishing	☐ Decomposed Granite Paving	☐ Doors & Hardware	☐ Fencing
☐ Plumbing	☐ HVAC	☐ Framing/Drywall	☐ Cabinetry	☐ Lighting
☐ Drinking Fountains	☐ Masonry Block Work	☐ Epoxy Coating	☐ Restroom Facilities	☐ Landscaping
☐ Other (specify) _____				

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Bidder. All statements contained in the bid are true. The Bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

The Bidder shall complete, under the penalty of perjury, the following questionnaire:

Has the Bidder, any officer of the Bidder, or any employee of the Bidder who has proprietary interest in the Bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____

No _____

If the answer is yes, explain the circumstances in the following space.

FOR COUNCIL APPROVAL
NOT FOR BIDDING

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

Included in the Bid Price is full compensation for the requirements set forth in the INSURANCE BROKER INFORMATION PACKET of the Project Manual.

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

FOR COUNCIL APPROVAL
NOT FOR BIDDING

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

Although soil and site investigation reports have been obtained from sources believed to be reliable, no warranty expressed or implied is made regarding accuracy, adequacy, completeness, legality, reliability or usefulness of any information contained therein. These reports are subject to change at any time, may be incomplete, and/or may contain errors. This information is provided for informational purposes only. The City of Roseville provides this information on an "as is" basis. Warranties of any kind, express or implied, or statutory, including but not limited to the implied warranties of merchantability, and fitness for a particular purpose ARE DISCLAIMED to any party viewing these documents or to any third party.

The City of Roseville does not accept and expressly disclaims liability to any party viewing such information, or to any third party whatsoever, for any loss, damage, or injury (including incidental or consequential damages) whether such loss, damage, or injury is the result of negligence, willful or intentional misconduct, or any other cause.

I have read and acknowledged the above disclaimer and agree to hold harmless the City of Roseville on any theory of liability for any loss, damage or injury whether in contract, strict liability or tort arising in any way out of the use or contents of the released information or documents described above or the performance of the work called for herein.

Print Name

Signature

Name of Business/Company/Corporation

Date

Address

Phone

END OF PROPOSAL

FOR COUNCIL APPROVAL
NOT FOR BIDDING

PROP - 15

A G R E E M E N T

THIS AGREEMENT, is made and entered into this ____ day of _____,
20____, by and between the City of Roseville, a municipal corporation, ("CITY"), and
_____, a _____,
("CONTRACTOR"); and

W I T N E S E T H:

WHEREAS, the City Council of the CITY, at a meeting held on the ____ day of _____, 20____, approved plans and specifications for the _____

and directed the City Clerk to advertise for sealed proposals for doing said work and providing that bids be submitted on the ____ day of _____, 20____; and

WHEREAS, the City Clerk, thereafter duly and regularly caused a notice to be published in the manner and for the time prescribed by law; and

WHEREAS, CONTRACTOR, pursuant to the provisions of said notice duly filed a bid with the City Clerk, a true copy of which bid is now on file in the office of the City Clerk, and is hereby referred to and by this reference made a part hereof as fully as if set forth at length herein; and

WHEREAS, all bids received pursuant to said notice were opened and examined and publicly declared at the time specified in said advertisement for bids and at a meeting of the City Council held on the ____ day of _____, 20____, the Council found and

declared the bid of CONTRACTOR to be the lowest responsible bid and thereupon awarded a contract to CONTRACTOR to do the work referred to in the aforementioned specifications.

NOW, THEREFORE, the parties agree as follows:

1. THE WORK. CONTRACTOR agrees:

a. To do the work and furnish all the labor, materials, tools, supplies, equipment, superintendence, insurance, and bonds required for the _____

_____ in accordance with the Contract Documents (the Work).

b. To do and perform the Work contemplated hereby in a good and workmanlike manner under the direction of and to the satisfaction of the Director of Public Works of the City of Roseville.

2. PAYMENT. CITY shall pay CONTRACTOR _____

_____ dollars (\$ _____) for the Work to be done under this Agreement in accordance with the Contract Documents.

3. CONTRACT DOCUMENTS. The complete Agreement between the parties hereto consists of the following documents:

a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);

b. The accepted bid;

c. Plans and specifications (including general conditions, supplemental conditions, special provisions and construction details);

d. Bonds and insurance required by the specifications; and

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$_____ per day as liquidated damages, in the event of such delay.

5. TIME OF COMPLETION. Time is of the essence of this Agreement. CONTRACTOR shall complete all Work under the Contract Documents within _____ Days of the date of this Contract. CONTRACTOR shall begin work by the date specified in the "Notice to Proceed" letter and shall diligently prosecute all of the Work under this Contract in all parts and requirements as defined in the Contract Documents.

6. SERVICE OF NOTICE. Any notice required or permitted to be given under this Agreement shall be deemed given when (a) personally delivered to the recipient identified below; (b) mailed by registered or certified mail, return receipt requested, postage pre-paid, to the address specified below; or (c) sent by facsimile, with confirmation of receipt, to the facsimile number identified below.

CITY OF ROSEVILLE

CONTRACTOR

CITY may also act through either its architect or construction manager if CITY expressly gives notice to CONTRACTOR, in writing, that CITY's designee has authority to act for CITY in a specific capacity.

7. DISPUTES. Disputes arising from this Agreement will be determined in accordance with the Contract Documents and Public Contract Code Sections 10240-10240.13.

8. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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

10. SUCCESSORS IN INTEREST. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

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

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

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

14. CONTRACTORS LICENSE LAW. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE

BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR (4) YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISISON PERTAINING TO STRUCUTRAL DEFECTS MUST BE FILED WITHIN TEN (10) YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

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

CITY OF ROSEVILLE, a _____, a
municipal corporation _____

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
its: _____

and

BY: _____
its: _____

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name: _____

Title: _____

FOR COUNCIL APPROVAL
NOT FOR BIDDING

INSURANCE BROKER INFORMATION PACKET

Project:_____

NOTICE TO CONTRACTOR:

For your convenience, this package contains the Requirements for Insurance and Bonds for this project, including the necessary City forms. You are required to return these forms in addition to the executed Contract within fifteen (15) calendar days after the award of the Bid, unless otherwise directed by City in writing. (See the Instructions to Bidders.)

Please insert the dollar amount of your accepted Bid into the blank on page INS-1 and present this entire package to your insurance broker if you are awarded the Bid.

FOR COUNCIL APPROVAL
NOT FOR BIDDING

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FOR COUNCIL APPROVAL
NOT FOR BIDDING

NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Roseville to perform a public works project known as _____. The Contract Conditions for that project require your client (“the Contractor”) to return certain evidence of insurance and bonds to the City Attorney of the City within fifteen (15) days after the Bid award, unless otherwise directed by the City in writing, or else the Bid award may be terminated and awarded to another company.

This package contains the information you will need as an insurance broker to provide the appropriate insurance and bonds to the City. The insurance coverages the Contractor needs are specified in the section entitled “Insurance Requirements.” Please note that, in addition to the insurance certificate itself, copies of several endorsements must be actually furnished.

Please refer to the Supplemental Conditions for modifications of the General Conditions, if any, and the requirements of this insurance packet.

Please use the standard City of Roseville Bond Forms provided in this package.

The Bonds required must each be in the penal amount of: \$_____.

Bonds must be sent to the following staff person:

Insurance documents must be provided using one of the following methods:

- a. By email to roseville@ebix.com and riskmanagement@roseville.ca.us
- b. By fax to (770) 335-5727 and (916) 774-5461

After using one of these methods, please **DO NOT** send the insurance certificate(s) by mail.

When forwarding the documents, please refer to the project name so that the documents can be matched with the Contract for which they are submitted.

Thank you.

INS - 1

INSURANCE REQUIREMENTS

The following sections are quoted from the General Conditions:

5-1.23 **INSURANCE COVERAGE.**

A. **Evidence of Maintenance Required.** The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. **Qualifying Insurers.** With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. **Insurance Required.**

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars (\$1,000,000) and

limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars (\$1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of

the Contractor.

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9 (non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3. **Workers' Compensation:** In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars (\$1,000,000) shall cover all Contractors staff while performing any work incidental to the performance of this Agreement.

4. **Professional Liability:** Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. **Builder's Risk/Course of Construction Insurance Is ____ OR Is Not**

X **Required by Risk Management:** The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. **Pollution Coverage:** Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or

pollutants, in limits not less than Two Million Dollars (\$2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies. *****POLLUTION COVERAGE NOT REQUIRED**

7. **Higher Coverage Limits:** If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. **Claims Made Coverage:** Liability insurance coverage may not be written on a “claims made” or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an “occurrence” basis.

5-1.24 **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by City in writing. Policies containing any

SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

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

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be

endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars (\$500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

Bond No. _____
Premium \$ _____

**PUBLIC WORKS
FAITHFUL PERFORMANCE BOND**

(Project: _____)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____ as contractor ("PRINCIPAL") for the public work described as _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars (\$ _____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors, administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully perform the covenants, conditions and provisions in said AGREEMENT and any alteration thereof made as therein provided, notice of which alterations to Surety being hereby waived, on its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its heirs, executors, administrators, successors or assigns fails to make full, complete and satisfactory repair and replacement or totally protect the CITY from any loss or damage made evident during that year which results from or is caused by either defective materials or faulty workmanship in the prosecution of the WORK, then the obligation shall remain in full force and effect. However, anything in

this paragraph to the contrary notwithstanding, the obligation of the SURETY shall continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the
PRINCIPAL and SURETY above-named, on the ____ day of _____,
20____.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

*(Notarization by Surety and copy of
Power of Attorney required.)*

APPROVED AS TO FORM:

BY: _____
City Attorney

FOR COUNCIL APPROVAL
NOT FOR BIDDING

Bond No. _____
Premium \$ _____

**PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND**

(Project: _____)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____ as contractor ("PRINCIPAL"), for the public work described as _____ (the "WORK"). The contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____, a _____, admitted and duly authorized to transact business under the laws of the State of California, as SURETY ("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum of _____ dollars (\$ _____) (which amount is not less than 100% of the AGREEMENT price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors, heirs, executors, administrators, successors or assigns fails to pay any of the persons named in Section 8004 or 9100 of the Civil Code of the State of California, or the amounts due under the Unemployment Insurance Code of the State of California, or any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the SURETY will pay for the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon the bond, shall pay reasonable attorneys' fees, to be fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file a Stop Payment Notice pursuant to the provisions of Section 9350 et seq. of the Civil Code of the State of California, so as to give a right of action to them or their assigns in any suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the _____ day of _____, 20__.

PRINCIPAL:

SURETY:

BY: _____ BY: _____

PRINT NAME: _____ PRINT NAME: _____

PRINT TITLE: _____ PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

*(Notarization by Surety and copy of
Power of Attorney required.)*

APPROVED AS TO FORM:

BY: _____
City Attorney

CITY OF ROSEVILLE

GENERAL CONDITIONS

FOR

BUILDINGS AND GROUNDS

FOR COUNCIL APPROVAL
NOT FOR BIDDING

GC

**CITY OF ROSEVILLE
GENERAL CONDITIONS
FOR
BUILDINGS AND GROUNDS**

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FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 1

DEFINITIONS AND TERMS

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

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

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

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

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

with certain contractual requirements.

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

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

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

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

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

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

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

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

1-1.14 **CLAIM.** A separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following: (a) a time extension, including, without limitation, for relief for damages or penalties for delay assessed by

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence

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

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

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

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

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

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

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

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

equipment and/or facilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the Work Site.

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

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

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

SECTION 2

CONTROL AND SCOPE OF THE WORK

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

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

satisfactory and workmanlike manner.

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

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

2-1.03 **EXAMINATION AND VERIFICATION OF CONTRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2-1.07 **ORDER OF WORK.** When required by the Contract Documents, the Contractor shall follow the sequence of operations set forth therein. Full compensation for conforming to such requirements will be considered as included in the prices paid for the various Contract items of work, and no additional compensation will be allowed therefor.

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Mechanical drawings
16. Printouts of all software programs and configuration files
17. Factory and field test procedures and results

Operation and maintenance manuals for complex equipment shall also include:

18. Alternate specified operating modes
19. Emergency shutdown instructions
20. Normal shutdown instructions
21. Long term shutdown instructions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 3

CHANGES IN THE WORK

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

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

default under this Agreement.

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

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

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

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

3-1.03

EMERGENCY AND INDETERMINATE TYPE CHANGE

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

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

3-1.04

EXECUTED CHANGE ORDER.

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

3-1.05

CONTRACT PRICE ADJUSTMENT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

furnished, or rented by the Contractor, no cost therefore shall be recognized in excess of the equipment rental rates published by Caltrans at the following website address:

<http://www.dot.ca.gov/hq/construc/equipmnt.html>. Equipment located at a Work Site and utilized on non-Force Account work shall not be eligible for standby payment, and shall be charged on a Force Account basis only when solely performing pre-approved Force Account work tasks.

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

15 percent for labor;

10 percent for materials; and

5 percent for equipment rental.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 4

CONTROL OF MATERIALS

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

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

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

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

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

before Acceptance of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Costs of Testing.

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

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

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

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

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

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

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

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

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

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

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 5

LEGAL RELATIONS AND RESPONSIBILITY

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

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

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

5-1.03 **NONDISCRIMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the general prevailing rate of wages applicable to the categories of workers the City anticipates will be utilized for this project for straight time, overtime, Saturday, Sunday, and holiday Work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned or, if no collective bargaining applies, those holidays identified in Government Code Section 6700. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, which is incorporated herein as a part of this Contract.

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

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

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

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

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

Pursuant to Labor Code Section 1771.1(b), notice is hereby given that a Contractor or Subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contractor for public work, as defined in Labor Code Sections 1720, et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5.

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

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

1. The information contained in the payroll record is true and correct.
2. The employer has complied with the requirements of Section 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

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

basis:

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

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

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

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

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

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

obliterated to prevent disclosure of an individual's name, address and social security number.

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

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

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

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

5-1.07 **SAFETY REQUIREMENTS.** It is the intent of the parties that the City is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted construction practices and State law, the Contractor shall have the authority and be solely and completely responsible for conditions on the Work Site, including safety of all persons and property during performance of the Work. Moreover, the Contractor shall be the controlling employer and has the authority and responsibility to enforce Work Site safety. The Contractor shall be responsible for conducting daily safety inspections and assuring all hazards and violations are abated. The Contractor is responsible for assuring that all Subcontractors adhere to the minimum Cal/OSHA safety requirements and that each Subcontractor has an effective Cal/OSHA IIPP (Illness and Injury Prevention Program) in place that specifically addresses all potential exposures, such as, but not limited to, fall protection, confined space, and trenching/shoring. These requirements shall apply continuously and not be limited to normal working hours. The Contractor shall be responsible for any delay costs or damages in the event the progress of Work is slowed or stopped due to a safety violation.

The Contractor shall designate a safety officer and have in place a health and safety plan in accordance with the laws of State of California and conduct safety meetings and document them in accordance with the law. The Contractor shall have the safety record available for inspection during working hours and shall submit job site safety meeting reports with each Application for Payment.

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

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

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

19. Transite (Asbestos) Pipe Work Procedure.

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

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

The services of the Director in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's Work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. If a City employee observes a safety violation, the City employee will report the violation to the Contractor who is then responsible for assuring the violation is abated.

The Contractor is hereby informed that Work on this project could be hazardous. The Contractor shall carefully instruct all personnel working in potentially hazardous Work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to Work underground.

All Work and materials shall be in strict accordance with all applicable State, City, County, and Federal Rules, Regulations, and Codes, and attention is drawn to the requirements of Cal/OSHA. The Contractor shall be solely responsible for compliance with all City, County and State blasting requirements and for any damages caused by its operations.

To ensure compliance with California Labor Code Section 6705, the Contractor shall submit to the City, at least five (5) Days in advance of excavation of any trench five feet (5') or more in depth, Working Drawings to the Director showing the design of shoring, bracing, sloping and other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such Working Drawings vary from the shoring system standards established by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared and signed by a registered civil or structural engineer in the State of California. This in no way relieves the Contractor from the requirement of maintaining safety in all operations performed by the Contractor or the Contractor's Subcontractors and nothing in this section shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Cal/OSHA Construction Safety Orders of the Division of Industrial Safety Contractor's Working Drawings shall be subject to approval insofar as the details affect the character of the finished Work and for compliance with design requirements applicable to the construction when specified or called for, but details of the design will be left to Contractor who shall be responsible for the successful construction of the Work. The City shall approve Working Drawings before any Work involving such drawings is performed. Approval and/or acceptance by the City or its designated agent only constitutes acknowledgment of the submission and does not constitute review or approval of the designs, design assumptions or criteria, completeness of submissions, applicability to areas of intended use, nor implementation of the plans, which are solely the responsibility of the Contractor and its registered engineer.

The Contractor shall perform its Work as not to expose personnel to, or to discharge into the atmosphere from any source whatever, smoke, dust, asbestos, toxic chemicals or other air

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

1. All notices, orders, directives, administrative or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction; and
2. Any claim, cause of action, or administrative or judicial proceeding brought against the City, its officers, agents, employees, and volunteers for any loss, cost (including reasonable attorneys' fees), damage or liability, sustained or suffered by any person or entity, including the City.

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

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

Contractors or Subcontractors removing one hundred or more square feet (100') of asbestos must be "Certified" in accordance with State law. All Work involving exposure to asbestos and all other hazardous materials shall be performed with protection of personnel in compliance with all applicable regulations and safety requirements including, but not limited to, California Code of Regulations Section 1529, Title 8.

Nothing in these General Conditions is to be construed to permit Work not conforming to governing codes. When Contract Documents differ from governing codes, the Contractor shall furnish and Install the higher standards called for without extra charge.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5-1.12 **FAIR LABOR STANDARDS ACT.** Attention is invited to the fact that the City has been advised by the Wage and Hour Division, U.S. Department of Labor, that Contractors engaged in construction Work are required to meet the provisions of the Fair Labor Standards Act of 1958 and as amended (52 Stat. 1060).

5-1.13 **WORKERS' COMPENSATION.** Pursuant to the requirements of Labor Code Section 1860, the Contractor will be required to secure the payment of workers' compensation to its employees in accordance with the provisions of Labor Code Section 3700.

Prior to the commencement of Work, the Contractor shall sign and file with the Director a certification in the following form:

“I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.”

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** The Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any air pollution control rules, regulations, ordinances and statutes, specified in Government Code Section 11017.

In the absence of any applicable air pollution control rules, regulations, ordinances or statutes governing solvents, all solvents, including but not limited to the solvent portions of paints, thinners, curing compounds, and liquid asphalt used on the project shall comply with the applicable material requirements of the applicable Air Quality Management District. All containers of solvent, paint, thinner, curing compound, or liquid asphalt shall be labeled to indicate that the contents fully comply with said requirements.

Unless otherwise provided in the Supplemental Conditions, material to be disposed of shall not be burned, either inside or outside the Premises.

The Contractor shall also comply with all rules, regulations, statutes and ordinances

regarding asbestos removal and disposal, including but not limited to, 42 U.S.C. Sections 7401, 7412 and 7601, 40 C.F.R. Part 61, Subpart M, and California Code of Regulations Section 1529, Title 8.

If the Contractor discovers that a building to be demolished or renovated contains asbestos containing material, the Contractor shall immediately cease Work and notify the City.

5-1.15 **USE OF PESTICIDES.** The Contractor shall comply with all local, state and federal rules and regulations of the Department of Food and Agriculture, the Department of Health, the Department of Industrial Relations and all other agencies which govern the use of pesticides required in the performance of the Work.

Pesticides shall include but shall not be limited to herbicides, insecticides, fungicides, rodenticides, germicides, nematocides, bactericides, inhibitors, fumigants, defoliants, desiccants, soil sterilants, and repellents.

Any substance or mixture of substances intended for preventing, repelling, mitigating, or destroying weed, insects, diseases, rodents, or nematodes and any substance or mixture of substances intended for use as a plant regulator, defoliant or desiccant shall be considered as pesticide.

5-1.16 **SOUND AND LIGHT CONTROL REQUIREMENTS.** The Contractor shall comply with all local sound control, light control, and noise level rules, regulations and ordinances which apply to any Work performed pursuant to the Contract. Work shall not begin before 7 a.m. nor occur after 7 p.m., unless otherwise permitted by the City.

Each internal combustion engine, used for any purpose on the Work or related to the Work, shall be equipped with a muffler, in good working order, of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without said

muffler.

5-1.17 **WEIGHT LIMITATIONS.** Unless expressly permitted elsewhere in the Contract Documents, the Contractor shall not operate construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limits set forth in Division 15 of the Vehicle Code over completed or existing base, surfacing, pavement or structures.

5-1.18 **ENVIRONMENTAL CLEARANCES; MITIGATION MONITORING PROGRAMS; AND REGULATORY AGENCY PERMIT REQUIREMENTS.** The Department will obtain all environmental clearances and other authorizations necessary for this project as set forth in the Contract Documents. The Contractor shall comply with the provisions, including giving notices during construction when required, of said authorizations. In the event the obtaining of said authorizations delays completion of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

Contractor shall comply with: (1) all mitigation identified in the mitigation monitoring program (attached to and adopted as a component of the mitigated negative declaration or Environmental Impact Report) to mitigate impacts to protected natural resources; and (2) all related permit requirements issued by the regulatory agencies authorizing the project. Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees, and volunteers from any fines, claims, suits, actions or regulatory sanctions of every name, kind and description brought forth, or on account of, damage to protected natural resources from or arising out of Contractor's negligence or willful misconduct in the performance of this Agreement.

5-1.19 **PERMITS AND LICENSES.** The Contractor acknowledges and agrees that, prior to the submission of its bid for the Work, it fully familiarized itself with the

requirements of all applicable federal, state, county and municipal laws, codes, rules, and regulations, as well as the conditions of any required licenses and permits.

The Contractor shall procure all permits and licenses, including any applicable building permits (except those procured or to be procured by the City which are listed elsewhere in the Contract Documents), in coordination with the Director, pay all charges and fees, and give all notices necessary and incident to the due and lawful prosecution of the Work. Contractor shall be responsible for applying, paying all fees, and coordination for obtaining all permits for completion of the Work. All permits and licenses shall be obtained in sufficient time to prevent delays to the Work. Contractor will apply to the City for reimbursement for such permits costs. Accordingly, Contractor should not include the anticipated costs for permits in its bid, as the necessary permit costs will be reimbursed by the City.

The California Environmental Quality Act (Public Resources Code, Section 21000 to 21177) may be applicable to permits, licenses and other authorizations which the Contractor must obtain from State or local agencies in connection with performing the Work. The Contractor shall comply with the provisions of that Act in obtaining such permits, licenses and other authorizations, and all permits, licenses and other authorizations shall be obtained in sufficient time to prevent delays to the Work.

The Contractor shall maintain the applicable Contractor's license as identified in the Notice to Contractors and City business license for the duration of the Work.

5-1.20 **WATER POLLUTION.** The Contractor shall comply with all water pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract, including any water pollution control rules, regulations, and statutes, specified by the most current State of California NPDES General Permit for Stormwater

Discharges Associated with Construction Activity.

The Contractor shall take all necessary precaution to protect streams, vernal pools, ponds, reservoirs, and lakes from pollution with fuels, oils, bitumen, calcium chloride, and other harmful materials as consistent with the law. Also, the Contractor shall conduct and schedule operations so as to avoid discharging pollutants, such as but not limited to: sediment and silt to the storm drain system. The storm drain system consists of all facilities that are designed to convey stormwater to the Waters of the State as defined in the California Water Code. The storm drain system includes, but is not limited to, all streets, gutters, drain inlets, roadside ditches, streams, vernal pools, ponds, and lakes. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

5-1.21 **PROTECTION AND USE OF PROPERTY.** The Contractor shall be responsible for and provide and maintain all proper temporary walkways, covered walkways, barriers, roads, guards, railings, lights, warning signs, and take precaution at all times to avoid injury or damage to any person or any property, and upon completion of the Work, or at other times as directed, restore Premises and adjacent property to a proper condition. In the event of such injury or damage, Contractor shall report such injury and damage to City within forty-eight (48) hours of occurrence.

The Contractor shall protect adjoining property and nearby buildings, including City buildings, City roads, and public streets or roads, from dust, dirt, debris, or the nuisance arising out of the Contractor's operations or storage practices, and, if ordered by the Director, the Contractor shall provide and Install suitable safeguards, approved by the Director, to protect such objects from damage. If such objects are damaged by reason of the Contractor's operations, they shall be replaced or restored at the Contractor's expense.

If the Contractor damages any buildings, roads, utilities, or other property which belong to the City, or any Department or agency thereof, then the Director, at his or her option, may retain from the money due under the Contract an amount sufficient to insure repair of the damage.

The Director may make or cause to be made such temporary repairs as are necessary to restore to service any such damaged facility. The cost of such repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due the Contractor under the Contract.

5-1.22 **RESPONSIBILITY FOR DAMAGE AND INDEMNIFICATION.**

The City of Roseville, its officers, agents, employees, and volunteers, including but not limited to the Director and his or her designee, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person, either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, its workers, or anyone employed by the Contractor or the Contractor's Subcontractors.

The Contractor shall be responsible for any liability imposed by law and for injuries to, or death of, any person including, but not limited to, workers and the public, or damage to property resulting from defects or obstructions, or from any cause whatsoever during the progress of the Work or at any time before its completion and final Acceptance.

To the fullest extent allowed by law, the Contractor shall defend (through counsel acceptable to the City), indemnify, and save and hold harmless the City, and its respective officers, agents, Subcontractors, employees, and volunteers, and the successors and assigns of

any of them, (hereinafter referred to as “Indemnitees”) from and against all claims, demands, liability, suits, actions, costs or expenses for any and all loss or damage, including but not limited to, personal injury, property damage, or economic loss, arising out of or resulting from allegations of (1) Contractor’s use of the City’s property or any activities or Work performed hereunder by the Contractor; (2) the Contractor’s performance of the Work under the Agreement; or (3) the Contractor’s breach of any provision of the Agreement. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Civil Code Section 2778. The only exception to these provisions is that the Contractor’s obligations under this section will not apply to the extent that the claims, demands, liability, suits, actions, costs or expenses are caused by Indemnitees’ active negligence, willful misconduct, criminal acts, or for defects in design furnished by the Indemnitees, misconduct, criminal acts, or for defects in design furnished by the Indemnitees.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, its officers, agents, employees, or volunteers.

The Contractor’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Contract for the full period of time allowed by law. The defense and indemnity obligations of this Contract are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Contract. The parties intend that the defense and indemnity obligations in this Contract shall be broadly construed.

Any person, firm or corporation that Contractor authorizes to Work on the City’s property including Subcontractors, shall be deemed to be an agent of the Contractor for purposes herein, shall be subject to all the applicable terms herein, and shall be within the scope of the Contractor’s indemnity obligation described herein.

In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract as shall be considered necessary by the Department may be retained by the City until disposition has been made of such suits or claims for damages.

The retention of money due the Contractor shall be subject to the following:

A. The City will give the Contractor thirty (30) Days' notice of its intention to retain funds from any partial payment which may become due to the Contractor prior to Acceptance of the Contract. Retention of funds from any payment made after Acceptance of the Contract may be made without such prior notice to the Contractor.

B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 7-1.07, "Progress Payments," of these General Conditions.

C. If the City has retained funds and it is subsequently determined that the City is not entitled to be indemnified and saved harmless by the Contractor in connection with matter for which such retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of such retention.

5-1.23 **INSURANCE COVERAGE.**

A. **Evidence of Maintenance Required.** The Contractor shall, at its expense, procure and at all times maintain in full force and effect at a minimum the insurance required by this section on all of its operations; and the Contractor shall not allow any Subcontractor to commence work until similar insurance required of the Subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. Contractor shall

provide ten (10) days prior written notice to the City of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies acceptable to the City and licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required.

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations with limits of no less than Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage for projects under One Million Dollars (\$1,000,000) and limits of no less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, personal injury and property damage for projects over One Million Dollars (\$1,000,000). If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.

The Commercial General Liability insurance shall include the following, copies of which shall be provided:

a. Inclusion of the City of Roseville, and its officers, agents, employees, and volunteers, as additional insureds (except for workers' compensation) as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the ISO CG 2010 10 01 combined with ISO CGL

Endorsement CG 2037 10 01. Any other endorsement must be approved in writing by the City. Endorsements must include coverage for on-going and completed operations, which coverage shall be maintained for four (4) years following completion of the Project. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.

b. The insurance shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions. The policies shall not contain any classification exclusions purporting to deny coverage for any work to be performed by Contractor or any of its Subcontractors.

c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither the City nor its insurers will be called upon to contribute to a loss.

d. Such insurance shall specifically cover the contractual liability of the Contractor.

e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.

f. Waiver of subrogation endorsement.

g. The Contractor shall furnish a certificate for the period covered.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and Code 9

(non-owned), with limits of no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.

3. Workers' Compensation: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. Statutory Workers' Compensation and Employers' Liability of at least One Million Dollars (\$1,000,000) shall cover all Contractors staff while performing any work incidental to the performance of this Agreement.

4. Professional Liability: Professional Liability (Errors and Omission) Insurance appropriate to Contractor's profession, with a limit of liability not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) aggregate to cover all design and engineering services rendered by Contractor pursuant to the Agreement. Coverage must commence from the first day that Contractor or any of its Subcontractors provided any design or engineering services in connection with the Project.

5. Builder's Risk/Course of Construction Insurance (If Required by Risk Management): The Contractor shall be responsible for all loss, damage or destruction whatsoever to the work called for by this Contract until the approval of a Notice of Completion or acceptance of the Work if no Notice of Completion is to be recorded.

The Contractor shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the work completed. The policy shall cover hazards

including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name the City as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with the City. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

6. Pollution Coverage: Contractor shall procure pollution liability coverage or other insurance covering claims for bodily injury or property damage arising out of the abatement, removal, storage, transportation, or other exposure to hazardous materials or pollutants, in limits not less than Two Million Dollars (\$2,000,000). Contractor shall add the City and all parties required to be indemnified by Contractor as additional insured on all pollution liability policies.

7. Higher Coverage Limits: If Contractor maintains higher coverage limits than the amounts shown above, then the City requires and shall be entitled to coverage for the higher coverage limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

8. Claims Made Coverage: Liability insurance coverage may not be written on a "claims made" or modified occurrence basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

5-1.24 **OTHER INSURANCE PROVISIONS.**

A. The requirements of the Standard Specifications as to types and limits of insurance coverage to be maintained by the Contractor, and any approval of insurance by the City, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude the City from taking any other action available to it under any other provision of the Contract or law.

B. The City acknowledges that some insurance requirements contained in these Standard Specifications may be fulfilled by self-insurance on the part of the Contractor. However, this shall not in any way limit liabilities assumed by Contractor under the Contract. Any self-insurance must be approved in writing by the City, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by City in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

C. The Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Furthermore, the Contractor shall require its subcontractors to agree to be bound to the Contractor and the City in the same manner and to the same extent as the Contractor is bound to the City under this Contract. Additionally, the Contractor shall obligate its subcontractors to comply with these

same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of the City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, the Contractor may insure subcontractor(s) under its own policy.

D. The City, its officers, agents, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04.

E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City (if agreed to in a written contract) before the City's own insurance shall be called upon to protect it as a named insured.

F. The insurance procured by Contractor shall be subject to the approval of the City, but any acceptance of insurance certificates by the City shall in no way limit or relieve Contractor of its duties and responsibilities under the Agreement.

G. Contractor shall be responsible for all premiums, deductibles, and self-insured retention applicable to the insurance it is required to procure under the Contract. All deductibles or self-insured retentions over five hundred thousand dollars (\$500,000) must be approved by the City, in writing. Contractor shall be responsible for all deductibles, self-insured

retention payments, and/or increased premiums incurred if the City's policies of insurance are forced to cover damages or respond to claims for which Contractor or its Subcontractors were obligated to provide insurance under the Contract.

H. Failure of the City to enforce in a timely manner any of the requirements of these insurance provisions shall not act as a waiver to enforcement of any of these provisions at a later date.

I. Contractor's indemnity obligations shall not be limited by these insurance provisions and shall survive the expiration of the Contract and the insurance provisions of the Contract shall likewise not be limited by the indemnity provisions of the Contract.

J. THE CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO THE CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

5-1.25 **THIRD PARTY BENEFICIARY.** No provisions in the Contract Documents shall in any way inure to the benefit any third party (including the public at large or any member thereof) so as to constitute such person a third party beneficiary of the Contract, or of any term or condition or other provision of the Contract or otherwise give rise to any cause of action in any person not a party to the Agreement, except as expressly provided elsewhere in the Contract Documents.

5-1.26 **COORDINATION AND ACCESS.** The Contractor acknowledges that the City may award, or has already awarded, other construction contracts for additional work or may perform additional work with its own forces and that such work may affect the Work under this Agreement. Additionally, the Contractor acknowledges that the State and other public and private agencies may be granted a right-of-entry by the City for the purpose of constructing

facilities within and adjacent to the Work Site. It is the obligation of the Contractor to coordinate its Work with the work of others working within or adjacent to the City's property.

During performance of its Work, the Contractor shall not have exclusive access to or use of the work areas. The City may also require that certain facilities and areas be used concurrently by the Contractor and by other contractors working in the area. When two (2) or more contractors are employed on related or adjacent City work, each shall conduct its operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to any work, to persons or property caused to the other by its operations, and for loss caused the other due to any unnecessary delays or failure to finish the work within the time specified for completion.

If any party of the Contractor's Work depends on the work of any other contractor and/or the City for proper execution and/or results, the Contractor shall promptly notify the City of any discrepancies and/or defects in said other work that would render its work unsuitable for proper execution and/or results prior to proceeding with the Contractor's own Work. If it becomes necessary, the City will resolve coordination and access problems.

The Contractor and its representative in charge of the Work shall familiarize themselves with the City's property and Work Site, and adjacent surroundings in the vicinity of said Work, and any private or public operations on adjoining properties.

5-1.27 **OCCUPANCY BY THE DEPARTMENT PRIOR TO**

ACCEPTANCE. The City may at any time notify the Contractor in writing that it intends to take Beneficial Occupancy of any portion of the Work even though the Work may not be substantially complete. Unless the reason for the City's taking Beneficial Occupancy is that the Contractor has not completed the Work (or portions thereof) in accordance with the Contract

Time, the City's Beneficial Occupancy shall relieve the Contractor from its responsibility for maintenance, loss or damage to that portion of the Work for which the City has taken Beneficial Occupancy other than that resulting from the Contractor's act or omission, negligence, willful misconduct or breach of warranty.

Should the Work (or portion thereof) not be completed in accordance with the Construction Schedule within the Contract Time (as adjusted under the terms of the Contract Documents), the City shall have the right, but not the obligation, to take Beneficial Occupancy of the Work. In such event, the Contractor shall not be entitled to any additional compensation on account of said occupancy by the City, nor shall the Contractor be relieved of any of its responsibilities under the Contract Documents, including, without limitation, Contractor's obligation to complete the Work in accordance with the Construction Schedule.

Beneficial Occupancy shall not be deemed an Acceptance by the City either of the Work or of any portion thereof, nor will it relieve the Contractor of full responsibility for correcting defective Work or materials found at any time before the formal written Acceptance of the entire Contract by the Director or during the full warranty period after such Acceptance, as provided in Section 7-1.12, "Warranty," of these General Conditions.

The City's Beneficial Occupancy shall not relieve the Contractor of its responsibility to maintain all insurance and bonds required under the Contract Documents until the entire project is accepted by the City.

5-1.28 **RIGHT TO OPERATE UNSATISFACTORY FACILITIES AND EQUIPMENT.** If, after Installation, the operation or use of the facilities or equipment to be furnished under this Contract proves to be unsatisfactory to the Director, the City shall have the right to operate and use such facilities or equipment until they can, without damage to the City,

be taken out of service for correction or replacement. Such period of use of the defective facilities or equipment, pending correction or replacement, shall in no way decrease the warranty period required for the acceptable corrected or replaced facilities or equipment.

5-1.29 **CONTRACTOR'S RESPONSIBILITY FOR THE WORK.** Except as otherwise provided herein, the Contractor shall have the charge and care of the Work and shall bear the risk of injury or damage to any part of the Work by the action of the elements or from any other cause whether arising from the execution or from the nonexecution of the Work until the Acceptance of the Contract by the Director. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the Work occasioned by any cause before its completion and Acceptance, and shall bear the expense thereof. In case of suspension of Work from any cause whatever, the Contractor shall be responsible for the Work and it shall also be responsible for all materials, and shall properly store them if necessary, and shall provide suitable drainage and erect temporary structures where necessary.

The Contractor will be relieved of responsibility for any injury or damage to the Work caused by the following:

- A. An earthquake in excess of a magnitude of 3.5 on the Richter Scale or a tidal wave, when the effect of such has been proclaimed a disaster or state of emergency by the Governor of the State of California or by the President of the United States, or was of such magnitude at the site of the Work as to have been sufficient to have caused a proclamation of disaster or state of emergency, had it occurred in a populated area.
- B. Occupancy and use by the Department or the public prior to the completion of the entire project.
- C. Acts of the Federal Government or the public enemy.

5-1.30 **RESPONSIBILITY FOR UTILITIES.** The Contractor shall be responsible at its own cost for any and all Work, expense or special precautions caused or required by the existence or proximity of utilities encountered in performing the Work, including without limitation, repair of any or all damage and all hand or exploratory excavation required. The Contractor is cautioned that such utilities may include communication cables or electrical cables which may be high voltage, and when working or excavating in the vicinity of such cables, or the ducts enclosing such cables, the Contractor shall undertake at its own cost any special precautions required. Suitable warning signs, barricades, and safety devices shall be erected as necessary or required.

However, if during the course of the Work the Contractor encounters utility Installations which are not shown or indicated in the Contract Documents or which are found in a location substantially different from that shown, and such utilities are not reasonably apparent from visual examination, then the Contractor shall promptly notify the Director in writing. Where necessary for the Work of the Contract, the Director shall issue a written order to the Contractor to make such adjustments, rearrangement, repair, removal, alteration, or special handling of such utility, including repair of the damaged utility. The Contractor shall perform the Work described in such written order, and compensation therefor will be made in accordance with Section 3 of these General Conditions relating to changes in the Work. Except for the items of cost specified in said Section 3, the Contractor shall receive no compensation for any other cost, damage, delay, interference, or hindrance to him or her due to the presence of such utility. If the Contractor fails to give the notice specified above and thereafter acts without instructions for the Director, then the Contractor shall be liable for any or subsequent to discovery thereof, and the Contractor shall repair and make good such damage at its own cost.

The precise location of underground facilities can only be determined by careful probing or hand digging in compliance with Article 6 of the Cal/OSHA Construction Safety Orders which states in part:

“Prior to opening an excavation, effort shall be made to determine whether underground installations, i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate location of such an installation, the exact location shall be determined by careful probing or hand digging, and, when it is uncovered, adequate protection shall be provided for the existing installation.”

The location of known existing utilities and pipelines are shown on the Contract Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities which are to remain in service subsequent to the construction of the particular new facility involved and the Contractor will be held responsible for any repairs if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown on the Contract Drawings or that the locations indicated are accurate.

The Contractor shall exercise extreme caution in working in the area adjacent to the existing pipelines and utility services. It is essential that all the existing facilities be maintained in service. Construction of the connections between the existing facilities and the new facilities shall be at times and during periods acceptable to the City. The Contractor shall advise the Director in writing of its proposed Construction Schedule for these connections at least forty-eight (48) hours in advance.

The Contractor shall uncover all piping and conduits, to a point one foot (1') below the pipe, where crossings, interferences, or connections are shown on the Contract Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities which are to remain in service. If the Contractor does not expose all required utilities, it shall not be entitled to additional compensation for Work necessary to avoid interferences nor for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury or damage to workers and to the electrical ducts or conduits.

5-1.31 **PROPERTY RIGHTS IN MATERIALS.** Nothing in the Contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the Work or soil or after partial payment has been made as provided in Section 7-1.07, "Progress Payments," of these General Conditions for material delivered on the ground or stored subject to or under the control of the City and unused. All such material shall become the property of the City upon being so attached or affixed or upon payment for materials delivered on the ground or stored subject to or under the control of the City and unused, as provided in said Section 7-1.07.

5-1.32 **COURT ORDERED DELAY.** If, pursuant to court order, the Department temporarily suspends performance of all or any portion of the Work, an extension of time determined pursuant to the provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions will be granted.

5-1.33 **NO PERSONAL LIABILITY.** Neither the Director, nor any other officer or authorized employee of the City, shall be personally responsible for any liability arising under or by virtue of the Contract.

5-1.34 **RIGHTS IN LAND AND IMPROVEMENTS.** The Contractor shall make no arrangements with any person or entity to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between the City and any third party owner, former owner, or tenant of such land, structure or buildings. The Contractor shall not occupy City-owned property outside the limit of the Work shown on the Contract Drawings unless it obtains prior approval.

5-1.35 **ANTITRUST CLAIMS.** The Contractor's attention is directed to the following provision of Public Contract Code Section 7103.5(b), which is applicable to the Contractor and its Subcontractors:

“ In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgement by the parties.”

5-1.36 **RIGHTS TO DRAWINGS, TECHNICAL DATA PATENTS.** Shop

Drawings and Working Drawings submitted to the City by the Contractor, Subcontractor or any lower tier Subcontractor pursuant to the Agreement, are the property of the City and the City may use, and disclose in any manner and for any purpose, Shop Drawings and Working Drawings delivered under the Contract.

Technical Data including manuals or instructional materials, computer or microprocessor software which are delivered or submitted to the City by the Contractor, Subcontractor, or any lower tier Subcontract pursuant to the Contract are the property of the City, and the City may use or disclose same in any manner and for any purpose.

The Contractor shall assume all costs arising from the use of patented materials, equipment, devices, or processes used on or incorporated in the Work, and shall defend, indemnify and save and hold harmless the City, and its duly authorized representatives, from all suits at law, or in equity, and actions of every nature for, or on account of the use of any patented materials, equipment, devices or processes. In case some materials, equipment, devices or processes are held to constitute an infringement and their use enjoined, the Contractor, at its expense, shall:

1. Secure for the City the right to continue using said materials, equipment, devices or processes by suspension of the injunction or by procuring a license or licenses; or
2. Replace such materials, equipment, devices, processes; or
3. Modify them so that they become non-infringing or remove the enjoined materials, equipment, devices or processes and refund the sums paid therefor without prejudice to any other rights of the City.

5-1.37 **PAYMENT OF TAXES.** Contractor shall pay all taxes and duties applicable to and assessable against any Work, equipment, materials, services, processes, and

operations incidental to or involved in the Agreement, including but not limited to, retail sales and use, transportation, export, import, business, and special taxes. The Contractor is responsible for ascertaining and acquainting itself with such taxes and making all necessary arrangements to pay them. The Contractor will maintain records that are auditable records, and these records shall be subject to the City's review to verify that Contractor's tax payments are current at all times.

The Contract Price paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the Department, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to the Contract.

The Contractor shall withhold and pay any and all sales and use taxes, withholding taxes, whether Federal, State, or local, Social Security taxes, State Unemployment Insurance charges and all other taxes which are now or hereafter may be required to be paid or withheld under any laws.

5-1.38 **GRATUITIES AND CONFLICT OF INTEREST.** The Contractor shall not offer or provide gratuities in the form of gifts, entertainment, loans, meals, rewards, and/or services to representatives of the City, including but not limited to, officers, employees, agents, Engineering Service Consultants, Consulting Engineers and Architects, Inspectors and/or Testing Agencies retained by the City. If it is found that the Contractor has violated this provision, the Contract may be subject to termination for default as defined elsewhere in these General Conditions.

During the term of the Contract and until the final payment has been made to the Contractor, the Contractor shall not employ or compensate in any manner whatsoever, the City's officers, employees and authorized representatives, agents, and any Engineering Service Consultants, Consulting Engineers and Architects, Inspectors, and/or Testing Agencies retained by the City. Any exception to the employment or compensation to any of the above named parties must be made in writing by the City. If the Contractor offers or provides employment or compensation to those named above during the term of the Contract, the Contract may be subject to termination for default.

5-1.39 **COOPERATION.** Should construction be under way by City forces or other forces or by other Contractors within or adjacent to the limits of the Work or should Work of any other nature be under way by such forces within or adjacent to said limits, the Contractor shall cooperate with all such forces to the end that any delay, interference or hindrance to their Work will be avoided. The right is reserved to perform other or additional Work at or near the site at any time, by the use of such forces.

5-1.40 **DIGGING TRENCHES OR OTHER EXCAVATIONS.** In the event any work involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, City and Contractor shall comply with the following:

A. The Contractor shall promptly, and before the following conditions are disturbed, notify City in writing of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

2. Subsurface or latent physical conditions at the site differing from those made available to Contractor for inspection as provided in the project proposal.

3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract.

B. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a Change Order under the procedures described in the Contract.

C. In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. However, no claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required by this Section. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Contract.

5-1.41 **CONTRACTOR REGISTRATION.** No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, the Contractor and its subcontractors shall have a continuing legal obligation to maintain current

registration with the Department of Industrial Relations. The Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

5-1.42 **CITY OF ROSEVILLE ENCROACHMENT PERMITS AND**

RIGHTS-OF-WAY. The Contractor need not obtain a separate encroachment permit from the City prior to construction within street rights-of-way or other City rights-of-way. Execution of the Contract by the City shall be deemed an encroachment permit for work required by the Contract within rights-of-way. All work shall conform to the rules and regulations of encroachment permits and shall be subject to the inspection and approval of the Director and City Engineer.

To the extent indicated in the Contract Drawings, the City will provide the rights-of-way over private lands or the site to enable the Contractor to perform its work. The Contractor shall be solely responsible for securing any additional rights-of-way desired by the Contractor. The City will not be a party to nor assume any liability for any separate agreements reached between the Contractor and any third parties with respect to these additional rights-of-way. The Contractor shall procure evidence that agreements are in place with said third parties before the Contractor uses those areas covered by the agreements. Any damage to such private lands caused by the Contractor's operations shall be the sole responsibility of the Contractor.

SECTION 6

PROSECUTION AND PROGRESS

6-1.01 **SUBLETTING AND SUBCONTRACTING.** The Contractor shall be responsible for all Work performed under the Contract. The Contractor shall give its personal attention to the fulfillment of the Contract and shall keep the Work under its control. Nothing in the Contract Documents shall create any contractual relationship between the City and any Subcontractor. The Contractor is fully responsible to the City for the acts and omissions of its Subcontractors of any tier. When any Subcontractor fails to prosecute a portion of the Work in a manner satisfactory to the Director, that Subcontractor shall not again be employed on the Work. Although the sections of the Contract may be arranged according to various trades, or general grouping of the Work, the Contractor is not obligated to sublet the Work in such manner. The Director will not arbitrate disputes among Subcontractors or between Contractor and one or more Subcontractors concerning responsibility for performing any part of the Work.

The on-site production of materials produced by other than the Contractor's own forces shall be considered as subcontracted. The erection, establishment or reopening of on-site plants for production of materials and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in the Contract Documents.

The Contractor shall also be responsible for coordinating the Work performed by Subcontractors and Suppliers.

The Contractor shall not substitute any person as Subcontractor in place of a Subcontractor listed on its bid proposal without the written approval of the Director. Substitutions must be in accordance with the provisions of the "Subletting and Subcontracting

Fair Practices Act” beginning with Public Contract Code Section 4100. Violations of this Act by the Contractor may subject it to penalties which may include cancellation of Contract, Assessment of ten percent (10%) of the Subcontractor's bid, and disciplinary action by the Contractors State License Board.

The Contractor shall pay any Subcontractors approved by the City for work that has been satisfactorily performed no later than seven (7) Days from the date of Contractor’s receipt of progress payments by the City. Within seven (7) Days after receipt from the City of funds attributable to work performed by a Subcontractor, Contractor shall release any retainage payments withheld to the Subcontractor. In the event Contractor does not make progress payments or release retention to Subcontractors in accordance with the time period specified herein, Contractor may be subject to prompt payment penalties per statute.

6-1.02 **ASSIGNMENT.** The performance of this Contract may not be assigned, except upon the written consent of the City Council of the City of Roseville. Consent will not be given to any proposed assignment which would relieve the original Contractor or its surety of their responsibilities under the Contract nor will the City consent to any assignment of a part of the Work under the Contract.

The Contractor may assign moneys due or to become due to it under the Contract and such assignment will be recognized by the City, if given proper notice thereof, to the extent permitted by law, but any assignment of moneys shall be subject to all proper set-offs in favor of the City and to all deductions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the City for the completion of the Work in the event that the Contractor should be in default therein.

6-1.03 **BEGINNING OF WORK.** After the execution of the Contract by both

parties, the City will issue the Notice to Proceed upon its determination that it is appropriate for the Contract Time to commence.

The Contractor shall begin Work within fifteen (15) Days after receiving the Notice to Proceed from the Director, subject to the requirements stated elsewhere in the Contract Documents regarding, among other things, the submittal of Baseline Schedule, and shall diligently prosecute the same to completion within the time limit provided in the Supplemental Conditions. Contractor shall also achieve any and all Contract milestones as described elsewhere in the Contract Documents.

The Contractor shall notify the Director, in writing, of its intent to begin Work at least seventy-two (72) hours before Work is begun. The notice shall be delivered to the Director and shall specify the date the Contractor intends to start. If the project has more than one (1) location of Work, a separate notice shall be given for each location.

The Contractor is not authorized to perform any Work until it has received a Notice to Proceed from the City. Should the Contractor begin Work in advance of receiving notice that the Contract has been approved as above provided, any Work performed by it in advance of the said date of approval shall be considered as having been done by the Contractor at its own risk and as a volunteer unless said Contract is so approved thereafter.

6-1.04 **PROGRESS SCHEDULE.**

A. **Preliminary Progress Schedule.** The Contractor shall submit to the Director, within twenty (20) Days after date of the Notice to Proceed, a Preliminary Progress Schedule covering the Contractor's activities over the first three (3) months of operation in detail and the remainder of the project in summary. The Preliminary Progress Schedule shall schedule the project within the Contract Time for completion of the Work, and shall be subject to

favorable review by the Director.

B. CPM Schedule. The Contractor shall submit an acceptable Critical Path Method (CPM) Schedule to the Director within thirty (30) Days after the receipt of the Notice to Proceed. Subsequent revisions to said schedule shall be submitted as set forth hereinafter. The requirement for the CPM schedule is included to allow for adequate planning and execution of the Work, to determine the critical nature of delays, and to assist the Director in appraising the reasonableness of the proposed schedule and evaluating progress of the Work. The CPM schedule submitted under this Section shall utilize a CPM format, either the precedence or arrow diagramming method. The definitions of CPM terms and functions shall be as provided in the Associated General Contractors of America book *CPM in Construction, A Manual for General Contractors*, or a favorably reviewed alternative publication or reference. No progress payment will be made prior to submission and acceptance of the CPM Schedule.

1. The CPM schedule system shall consist of diagrams and accompanying mathematical analyses. The diagrams shall show elements of the project in detail and an entire project summary. Diagrams shall show the order and interdependence of activities and sequence in which the Work is to be accomplished as planned by the Contractor. The basic concept of a network analysis diagram shall be followed to show how the start of a given activity is dependent on the completion of preceding activities and its completion restricts the start of following activities. Detailed network activities shall include, in addition to construction activities, the submittal and favorable review of samples of material and Shop Drawings, the procurement of critical materials and equipment, fabrication of special material and equipment, and their Installation and testing. All activities of the City and the Director that affect progress and required Contract dates for completion of all or parts of the Work shall be shown. The

selection and number of activities shall be subject to favorable review by the Director. Summary networks shall be time scaled. Durations shall be in Days and shall not exceed fifteen (15) Days, except for submittal and delivery items. Where the duration of continuous Work exceeds fifteen (15) Days, Work items in the Construction Schedule shall be subdivided by location, approximate stationing or other sub-element of the Work.

The graphic network diagram shall include for each activity, the description, activity number, the estimated duration in Days, and all activity relationship lines. The network diagram shall be drawn for the early start of activities. All significant Submittals shall be scheduled along with manual Submittals and training on all large or critical pieces of equipment. If the precedence technique is utilized, the schedule project shall include a calendar in Work Days, a network report sorted by early start and a logic table report sorted by preceding Work item. If the arrow technique is utilized, the schedule report shall include a calendar in Work Days, a network report sorted by early start, a network report sorted by I-J numbers, and a network sorted by slack time and I-J numbers.

2. The critical path shall be shown on all reports and on the graphic network diagram. The activities which constitute the critical path shall be identified.

3. The mathematical analysis of the network diagram shall include a tabulation of each activity. The following information shall be furnished as a minimum for each activity:

- (a) preceding and following event numbers
- (b) activity description and number
- (c) estimated duration of activities
- (d) earliest start date (by calendar date)

- (e) earliest finish date (by calendar date)
- (f) actual start date (by calendar date)
- (g) actual finish date (by calendar date)
- (h) latest start date (by calendar date)
- (i) latest finish date (by calendar date)
- (j) slack or float
- (k) percentage of activity completed

4. The program shall be capable of accepting revised completion dates as modified by approved time adjustments and recomputations of all tabulation dates and float accordingly.

5. Submission and review of the system shall be as follows:

(a) The complete network analysis system, consisting of the detailed network mathematical analysis and network diagrams, shall be submitted within thirty (30) Days after receipt of the Notice to Proceed.

(b) The Contractor shall participate in a review and evaluation of the proposed network diagrams and analysis by the Director. Any revisions necessary as a result of this review shall be resubmitted for review by the Director within ten (10) Days. When completed, the favorably reviewed schedule shall then be the schedule to be used by the Contractor for planning, organizing and directing the Work and for reporting progress. If the Contractor thereafter desires to make significant changes in its method of operating and scheduling, the Contractor shall notify the Director in writing stating the reasons for the change.

(c) The Contractor shall submit at monthly intervals a report of the actual construction progress. Each monthly report shall cover a period of approximately thirty

(30) Days ending around the 20th of each month. The monthly reports shall be submitted within ten (10) Days of the end of the reporting period.

(1) If the project is proceeding on schedule, the monthly update report may consist of a marked-up copy of the graphical network diagram. This submittal shall clearly indicate the status of any minor shifts in sequence or schedule and the estimated completion date or percent complete of all activities currently in progress. The Contract completion date shall also be indicated. The Contractor shall submit a narrative report relating to status of construction, the schedule, and factors which may affect the remainder of the schedule. The report shall show the activities or portions of activities completed during the reporting period. The report shall state the percentage of the Work actually completed and scheduled as of the report date and the progress along the critical path in terms of Days ahead or behind the allowable dates.

(2) If, in the opinion of the Director, the project is behind schedule, the monthly report shall include a revised network diagram and/or mathematical analysis showing the Contractor's proposed revised schedule. An analysis of the effect that the delay has on progress along other paths shall also be included in the report. The Contractor shall also submit a narrative report with each updated analysis which shall include but not to be limited to a description of current and anticipated problem areas, delaying factors and their impact, and an explanation of corrective actions taken or proposed.

(3) Periodic report shall be submitted in sufficient copies to cover Contractor needs plus five (5) copies and an available electronic copy to be retained by the Director.

6. To the extent that the favorably reviewed initial Construction Schedule, or revisions thereto, indicate anything not jointly agreed upon, it shall be deemed to be not favorably reviewed by the Director. Any omission of Work from the detailed schedule, otherwise required for Contract compliance, will not excuse the Contractor from completing such Work within any applicable completion date. The CPM schedule shall be generated by computer methods.

C. Schedule Review. Once each month, on a date mutually agreed upon, but no later than seven (7) business days after the monthly schedule progress report date, a Work Site meeting will be held to review the Construction Schedule and job progress. The Contractor shall also attend weekly meetings scheduled by the Director to review the progress of the Work in the preceding week and in the subsequent week, coordinate the Work with public agencies or other Contractors as required, and allow the Director to plan his or her activities for testing, inspection, etc.

D. Schedule Revisions. The conditions under which the Director will require revisions of the Construction Schedule include the following:

1. When delay in completion of any Work item or sequence of Work items results in an estimated extension of project completion by either twenty (20) business days or by ten percent (10%) of the remaining duration of time to complete the Contract, whichever is less.

2. When delays in Submittals or deliveries make replanning or rescheduling of the Work necessary.

3. When the schedule does not represent actual prosecution and progress of the Work.

4. When any change to the sequence of activities, the completion date for major portions of the Work, or when changes occur which affect the critical path.

5. When Contract Amendments or a Change Order necessitates schedule revision, the Contractor shall submit a schedule analysis of all Change Order Work with its proposal.

E. Cash Flow Projection. A cash flow projection shall be submitted with the Construction Schedule. This cash flow projection shall be revised and resubmitted when revisions of the Construction Schedule will result in changes to the projected cash flow.

F. Schedules showing project completion dates earlier than specified in the Supplemental Conditions will be rejected unless justification can be provided for early completion.

6-1.05 **SCHEDULE OF VALUES.** Prior to preparation of the first estimate for a progress payment, the Contractor shall submit for favorable review by the Director a detailed Schedule of Values or cost breakdown of the Work under each bid item awarded. The breakdown will then become the basis for partial payment determination. Elements of Work shall be grouped by structure, pipeline, system, etc. Within each grouping, Work should be itemized by readily measurable quantities of Work complete in place. For example, concrete should be in units of cubic yards including form Work and reinforcing steel. Move-on costs, bond and insurance costs, and Overhead costs shall not be considered an item of cost for this purpose but shall be prorated over items of Work. In the event the Schedule of Values is not favorable reviewed by the Director, another Schedule of Values shall be submitted that is mutually acceptable to the Contractor and the Director.

6-1.06 **CITY'S RIGHT TO STOP WORK.** The Director shall have the

authority to order the Contractor, in writing, to suspend the Work wholly or in part, for such period as the Director may deem necessary due to the failure on the part of the Contractor to correct Work that is not in accordance with the requirements of the Contract Documents or if Contractor persistently fails to carry out Work in accordance with the Contract Documents.

The Contractor shall immediately comply with the written order of the Director to suspend the Work wholly or in part. The suspended Work shall be resumed when conditions are favorable and methods are corrected, as ordered or approved in writing by the Director.

Any stoppage of work under this section shall be at the Contractor's sole expense, and the Contractor shall have no claim against the City based on the Contractor's failure to perform the Work in accordance with the Contract Documents.

In addition to the City's right to stop Work, the City may order the Contractor to submit to the City at no additional cost to the City, additional information concerning Contractor's planned Work if the Contractor fails to promptly correct Work that is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents. The additional information ordered by the City may include, but is not limited to, preparation of Submittals or Working Drawings not otherwise required to be submitted under the Contract Documents.

In the event the City discovers that the Contractor has created an unsafe condition the City may arrange for other work forces to remedy the condition. Such remedial work shall be at the sole discretion of the City. If this action is required, the City may unilaterally terminate Work under the Contract, and will pay only for the quantities of Work actually performed, less the cost of the City's remedial Work. In the event that Work is not halted, the Contractor must take immediate steps to correct the situation. There will be no extra payment for Work required

to correct unsafe conditions.

The right of the City to suspend the Work shall not give rise to a duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to and not in restriction or derogation of the City's other rights under the Contract Documents.

In the event of a suspension of Work under any of the conditions set forth in this Section 6-1.06, such suspension of Work shall not relieve the Contractor of its legal responsibilities as set forth in these General Conditions.

6-1.07 **TIME OF COMPLETION.** The Contractor shall complete the entire Work, including Installation, repairs, startup, troubleshooting, painting, and touchup, training, submittal or record drawings, and manuals, cleanup, demobilization, and all other Work within the number of Days set forth in the Supplemental Conditions. The time for completion includes an allowance for working time lost due to normal inclement weather.

Extensions of time may be allowed for unusual inclement weather under the provisions hereinafter described. Unusual inclement weather is weather which adversely affects "controlling" operations or the critical path of construction and which meets one of the following criteria:

A. For the particular calendar month in question, the number of individual Days with rainfall exceeding 0.10 inches exceeds the average number of such Days for that month over the immediately preceding five (5) years of record by at least three (3) Days.

B. For the particular calendar month in question, the total cumulative rainfall for that month exceeds the average cumulative rainfall for that month over the immediately preceding five (5) years of record by at least two inches (2").

Rainfall shall be measured at a publicly operated, maintained, and reported station in reasonable proximity to the construction site. A claim for delay shall indicate the period of rainfall which is claimed as “unusual,” the specific dates during which the unusual rainfall and subsequent wet soil conditions prevented Work, and the specific critical path tasks adversely affected by such unusual weather. A claim for delay due to unusual inclement weather shall be filed within ten (10) Days of the apparent end of the unusual inclement rainfall period, whether or not the monthly totals are available at that time. The burden of proof that weather meets the criteria for unusual weather shall be solely the responsibility of the Contractor.

It is the responsibility of the Contractor to order materials required for the Work properly and promptly on a Notice to Proceed. If evidence presented demonstrates that, in spite of the Contractor's efforts, government-established priorities controls delay material deliveries, suitable extension of time will be made.

If performance of extra Work ordered by the City or failure of the City to provide the necessary site for Installation affects construction tasks which are “controlling” or which are on the “critical path” of the Construction Schedule, suitable extensions of time will be made.

The Contractor shall not be entitled to a time extension for delays in activities on non-critical paths of the favorably reviewed schedule unless the duration of the excusable delay exceeds the total float of the activities being delayed. If the duration of an excusable delay does exceed the total float of the activities affected by the delay, the Contractor shall be entitled to an extension equal to the difference.

C. Determination that a day is a non-working day by reason of inclement weather or conditions resulting immediately therefrom, shall be made by the Director.

6-1.08 **LIQUIDATED DAMAGES.** It is agreed by the parties to the Contract

that in case all the Work called for under the Contract in all parts and requirements is not completed within the number of Days as set forth in the Supplemental Conditions, damage will be sustained by the City and that it is and will be impracticable and extremely difficult to ascertain and determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is therefore agreed that the Contractor will pay to the City, the monetary amount indicated in the Supplemental Conditions in dollars (U.S.) per day for each and every calendar day of delay in completing the Work in excess of the number of Days prescribed and the number of additional calendar days, if any, authorized by Contract Change Order; and the Contractor agrees to pay said Liquidated Damages herein provided for, and further agrees that the City may deduct the amount thereof from any moneys due or that may become due the Contractor under the Contract.

It is further agreed that in case the Work is not finished and completed in all parts and requirements within the number of Days specified, the City shall have the right to increase the number of Days or not, as it may deem best to serve the interest of the City, and if it decides to increase the said number of Days, it shall further have the right to charge to the Contractor, its heirs, assigns or sureties and to deduct from the final payment for the Work all of any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other Overhead expenses which are directly chargeable to the Contract, and which accrue during the period of such extension, except that cost of preparation of final statement shall not be included in such charges.

6-1.09 **DELAYS AND EXTENSIONS TO THE WORK.** The Contractor must complete all Work within the time specified in the Agreement. The Contractor will be granted an extension of time and will not be assessed with liquidated damages or the cost of engineering

and inspection for any delay in substantially completing the Work (or parts thereof) beyond the time set forth in the Agreement, provided that such delay was caused by unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include acts of public enemy, fire, floods, abnormal weather (as described below), earthquakes, epidemics, quarantine restrictions, strikes, labor disputes and freight embargoes, fire, changes made pursuant to the provisions of "Changes in the Work" under Section 3 of these General Conditions or acts or neglect of the City not contemplated by the Contract Documents. In all cases, any extension of time is conditioned on the following:

1. That the cause is not due to the fault or negligence of the Contractor, and the Contractor has taken reasonable precautions to prevent and minimize the effects thereof; and
2. That the Contractor notifies the Director in writing within three (3) Days from the beginning of such delay specifying the nature of the delay and the measures that have been or will be taken to prevent or minimize the delay. Failure to submit written notice within this time period shall constitute an absolute waiver of any claim for a time extension.

No extension of time will be granted for a delay caused by a shortage of materials, unless the Contractor furnishes to the City documentary proof that it has diligently made every effort to obtain such materials from all known sources within reasonable reach of the work and further proof, as acceptable to the Director, that the inability to obtain such materials when originally planned did in fact cause a delay in Final Completion of the entire Work which could not be compensated for by revising the sequence of the Contractor's operations. Only the physical shortage of material will be considered as a cause for extension of time, and no consideration

will be given to any claim that material could not be obtained at a reasonable, practical or economical cost or price, unless it is shown to the satisfaction of the City that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and the usual practices in obtaining such quantities.

No extension of time will be granted for a delay caused by Contractor's staff turnovers, understaffing or insufficient quantity of qualified staff able to perform the necessary work.

The term "shortage of materials," as used in this section, shall apply only to materials, articles, parts or equipment which are standard items and shall not apply to materials, parts, articles or equipment which are processed, made, constructed, fabricated or manufactured to meet the specific requirements of the Contract Documents.

No extensions of time will be granted for delays that have no measureable impact on the completion of the Work (or parts thereof) under the Contract Documents. When extensions of time are granted, they will be limited to the period equivalent to the actual number of Days lost on the critical path or controlling operations of the Construction Schedule, taking into account the extent to which that delay could be decreased by reasonable mitigation measures by the Contractor. All requests for extensions of time must be supported with a critical path analysis showing the critical path and impacts to it. Contractor's failure to submit this analysis will be sufficient cause for denial of any request for a time extension.

Within a reasonable period of time after the Contractor submits the notice and information required by this section, the City will determine whether an extension of time is justified and, if so, the number of days for the extension.

Abnormal weather may be a valid basis for a time extension under the Agreement. "Abnormal Weather" occurs when the number of days of rain above 0.5 inches in a 24 hour

period exceeds the average for such rainfall in a particular month as determined by the National Weather Service. The Contractor will only be entitled to, at most, a time extension for the number of days of rain exceeding the average for that month in the locale where the Work is to be performed. If delays are caused by the Contractor or those for whom the Contractor is responsible, the Contractor will only be entitled to, at most, a time extension for the number of rain days exceeding the average for the month when the Work should have been performed.

In addition, before a time extension may be granted for abnormal weather, the Contractor must establish that the rain either significantly impacted at least sixty percent (60%) of the planned work of the controlling operations for a particular day or prohibited at least five (5) hours of work on the controlling operations planned for that day. Contractor shall employ reasonably methods to mitigate the impact of abnormal weather (i.e., dewatering, protection of site, etc.) The occurrence of rain during non-work hours or having minimal impact to work on the controlling operation shall not constitute a day of abnormal weather.

In the event that the project experiences favorable weather for a particular month (e.g., the number of actual rain days in a month less than that indicated above for allowable rain days per months), the additional float resulting from such favorable weather shall accrue to the project.

Any Contractor claim for damages or additional compensation based on delay shall be limited to only those circumstances where the Contractor has fulfilled each of the following three (3) requirements:

1. Contractor has established its entitlement to a time extension pursuant to the provisions described above regarding delay and extensions to the Work.
2. The delay was caused solely by the City's issuance of changes made pursuant to the

provisions of “Changes in the Work” under Section 3 of these General Conditions or by acts or neglect of the City.

3. The delay was unreasonable under the circumstances and not within the contemplation of the parties.

It is expressly understood and agreed that delays caused by the City will be non-compensable when there are concurrent delays caused by the Contractor. Also, the Contractor shall have no entitlement to additional compensation for any delay where there have been concurrent delays caused by non-compensable delays, including, but not limited to, fire, floods, earthquakes, epidemics, quarantine restrictions, strikes, labor disputes, and freight embargoes.

Contractor’s damages and/or additional compensation for delays will consist solely of the extended costs of maintaining the Contractor’s Work Site presence. The Contractor will not be entitled to any extended home office overhead.

Compensation for idle time of equipment will be determined in the same manner as determinations are made for equipment used in the performance of extra work paid for on a Force Account basis with the following exceptions:

1. The time for which compensation will be paid will be the actual normal working hours during which such delay conditions exists, but in no case will exceed eight (8) hours in any one day.
2. The days for which compensation will be paid will be each calendar day of the work week (defined elsewhere in the Contract Documents) and Legal Holidays, during the existence of such delay, except that when rental of the equipment is paid for under the provisions in Section 3-1.06C, “Force Account Payment – Equipment,” of these General Conditions, no payment will be made for delays in accordance with the

provisions of this section.

Actual loss shall be understood to include no items of expense other than idle time of personnel, cost of extra moving of equipment, and cost of longer hauls. Compensation for idle time of equipment will be determined as provided in this section and compensation for idle time of personnel will be determined pursuant to Section 3-1.06A, "Force Account Payment – Labor," of these General Conditions. No markup will be added in either case for Overhead and profit. The cost of extra moving of equipment and the cost of longer hauls will be paid for as extra work as provided pursuant to "Changes to the Work" elsewhere in the Contract Documents.

6-1.10 **TERMINATION.**

6-1.10A **TERMINATION OF AGREEMENT – CONVENIENCE OF CITY.** The Department reserves the right to terminate the Contract at any time and for any reason if the Director determines that to do so would be in the best interest of the City. Any termination which is not based on the circumstances set forth in Section 6.1-10B below shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance of Work under the Contract is terminated, and the date upon which such termination becomes effective.

Upon the Contractor's receipt of a written Notice of Termination for convenience, the Contractor shall cease Work as to those portions of the project so terminated and shall undertake the steps outlined in Section 6-1.10B below.

1. Acceptance of the Contract as hereinafter specified shall not relieve the Contractor of responsibility for damage to materials except as follows:
 - a. The Contractor's responsibility for damage to materials for which partial payment has been made as provided in Section 7-1.07, "Progress

Payments,” of these General Conditions and for materials furnished by the City for use in the Work and unused shall terminate when the Director certifies that such materials have been stored in the manner and at the locations he or she has directed.

- b. The Contractor's responsibility for damage to materials purchased by the City subsequent to the issuance of the notice that the Contract is to be terminated shall terminate when title and delivery of such materials has been taken by the City.
- c. When the Director determines that the Contractor has completed the Work under the Contract directed to be completed prior to termination and such other Work as may have been ordered to secure the project for termination, the Contractor will recommend that the City formally accept the Work, and immediately upon and after such Acceptance by the City, the Contractor will not be required to perform any further Work thereon and shall be relieved of its contractual responsibilities for injury to persons or damage to property which occurs after the formal Acceptance of the project by the City.

2. The total compensation to be paid to the Contractor shall be determined by the Director on the basis of the following:

- a. The reasonable cost to the Contractor, without profit, for all Work performed under the Contract, including mobilization, demobilization and Work done to secure the project for termination. Reasonable cost will include a reasonable allowance for project Overhead and general

administrative Overhead not to exceed a total of seven percent (7%) of Direct Costs of such Work.

- b. A reasonable allowance for profit on the cost of the Work performed as determined under subsection (a), provided the Contractor establishes to the satisfaction of the Director that it is reasonably probable that it would have made a profit had the Contract be completed and provided further, that the profit allowed shall in no event exceed four percent (4%) of said cost.
- c. The reasonable cost to the Contractor of handling material returned to the vendor, delivered to the Department or otherwise disposed of as directed by the Director.
- d. A reasonable allowance for the Contractor's administrative costs in determining the amount payable due to termination of the Contract.

All records of the Contractor and the Contractor's Subcontractors, necessary to determine compensation in accordance with this Section, shall be open to inspection or audit by representatives of the Department at all times after issuance of the notice that the Contract is to be terminated and for a period of three (3) years, and such records shall be retained for that period.

After Acceptance of the Work by the Director, the Director may make payments on the basis of interim estimates pending issuance of the Final Statement, when in his or her opinion the amount thus paid, together with all amounts previously paid or allowed, will not result in total compensation in excess of that to which the Contractor will be entitled. All payments, including payment upon the Final Statement, shall be subject to deduction for prior payments and amounts, if any, to be kept or retained under the provisions of the Contract.

In the event that the City terminates this Contract under Section 6-1.10B below and it is determined for any reason that there was not sufficient cause to do so, the City's termination automatically will convert to a termination for convenience under this section and the terms and conditions outlined in this section automatically will be applied to effectuate the Contract termination. Thus, damages to which a Contractor may be entitled as a result of an improper default termination will be limited to the amounts provided for in this section.

The provisions of this section shall be included in all subcontracts.

6-1.10B **TERMINATION OF AGREEMENT - FOR CAUSE.** An

"Event of Default" as referred to in this section shall occur if the Contractor:

1. Fails to maintain progress of the Work in accordance with the requirements of the Contract Documents; or
2. Fails to prosecute the Work or any of its components in accordance with the Contract Documents; or
3. Persistently or repeatedly fails or refuses to supply sufficient properly skilled workers or proper material to permit the performance of the Work in accordance with the Contract Documents; or
4. Fails to make prompt payment to Subcontractors or Suppliers in accordance with the respective agreements between the Contractor and the Subcontractor and Contractor and Supplier; or
5. Fails to comply with applicable laws, ordinances or rules, regulations or orders of a public authority having jurisdiction over the Work; or
6. Abandons, assigns or sublets the Contract without approval of the City; or
7. Becomes bankrupt or is subject to appointment of a receiver on behalf of the

Contractor; or

8. Otherwise is guilty of a substantial breach of a provision of the Contract Documents.

Upon the City's reasonable belief that there has been an Event of Default by the Contractor, the City may elect to give the Contractor written notice thereof. The Contractor thereafter shall cure the default as soon as possible and in no event after ten (10) Days from the Contractor's receipt of the City's written notice.

If the Contractor does not timely cure its default, the City may, without waiver of any of its other rights and remedies, elect to terminate the Contract, or portion thereof.

Upon the City's election to terminate the Contract, or portion thereof, the City shall have the right to complete the Work, or portion involved, by whatever means and methods it deems expedient, including the hiring of others on such terms as the City deems advisable. The City shall have the right to take possession of the Contractor's materials, plant, tools, equipment and property of any kind provided by or on behalf of the Contractor for the purpose of the Work, or a portion of them, without being responsible to the Contractor for wear and tear. The Contractor shall have no rights in such property during its use by the City. The City shall not be required to obtain the lowest prices for completing the Work or a portion of it but shall make such expenditures as, in the City's sole judgment, best accomplish such completion.

The expense of completing such Work or portion thereof, together with a reasonable charge for engineering, managerial and administrative services, as certified by the City, shall be charged to the Contractor, and the expense so charged shall be deducted by the City out of such monies as may be due or may at any time thereafter become due to the Contractor. In case such expense is more than the sum which otherwise would have been payable to the Contractor under the Agreement, then the Contractor or its surety or sureties shall promptly pay the amount of

such excess so due. When the City terminates the Contract under this section, the Contractor shall not be entitled to receive any further payments until the Work is completed and there has been a final settlement of costs of completing the Work covered by such notice of default.

The City will issue to the Contractor a written notice specifying that the Contract, or portion thereof, is terminated. Upon receipt of said written notice and, except as otherwise directed in writing by the City, the Contractor shall:

1. Stop all Work under the Contract; or if partial termination, stop Work relating to the terminated portion of the Agreement;
2. Perform Work the City deems necessary to secure the Work Site for termination including measures to leave the Work Site in a safe condition;
3. Remove equipment from the site of Work, as specified by the City;
4. Take such action as is reasonably necessary to protect materials from damage;
5. Notify all Subcontractors and Suppliers that the Contract or portion thereof is being terminated and that their contracts or orders are not to be further performed unless otherwise authorized in writing by the City;
6. Provide the City with an inventory list of all materials previously produced, purchased or ordered from Suppliers for use in the Work and not yet used in the Work, including its storage location, and such other information as the City may request;
7. Dispose of materials not used in the Work as directed by the Director. It shall be the Contractor's responsibility to provide the City (a) with good title to all materials purchased by the City hereunder, including materials for which partial payment has been made by the City and (b) with bills of sale or other documents of title for such

materials;

8. Subject to the prior written approval of the City, settle all outstanding liabilities and all claims arising out of Subcontractors or orders for materials terminated hereunder. To the extent directed by the City, the Contractor shall assign to the City all rights, title and interests of the Contractor under subcontracts or orders for materials terminated hereunder. The City shall be at liberty to negotiate with and engage any Subcontractors who had contracted with the Contractor for the Work;
9. Furnish the City with the documentation required to be furnished by the Contractor under the provisions of the Contract Documents, including, on projects as to which Federal funds are involved, all documentation required under the Federal requirements included in the Agreement; and
10. Take such other actions as the City may direct.

If only a portion of the Work has been terminated, the Contractor shall perform the remainder of the Work in conformity with the Contract Documents and in such a manner as not to interfere with the City or others in their performance and completion of the portion of the Work which was terminated.

The City may recover from the Contractor the amount of any loss or damage, including consequential damages, suffered or incurred as a result of the Contractor's default.

SECTION 7

ACCEPTANCE AND PAYMENT

7-1.01 **ACCEPTANCE.** When the Contractor believes that the entire Work is fully and finally completed, including the satisfactory completion of inspections, tests, and documentation specified in the Contract Documents and completion of all punch list and clean-up items, the Contractor shall submit to the City a written request for final Acceptance within fifteen (15) Days thereafter, specifying that the Work is fully and finally completed and the date on which it was completed. Within thirty (30) Days after receipt of the request for final Acceptance, the City will inspect the Work and will either:

1. Reject the request for final Acceptance, specifying the defective and/or uncompleted portions of the Work; or
2. Notify the Contractor that the Work will be accepted by Resolution of the City Council of the City of Roseville, and a Notice of Completion will be caused to be recorded by the City Clerk; or
3. Notify the Contractor that the Work has been accepted by the City but no Notice of Completion will be recorded.

If the City rejects the request for final Acceptance, the Contractor shall promptly remedy the defective and/or uncompleted portions of the Work. Thereafter, the Contractor shall again submit a written request for final Acceptance of the Work, specifying a new date based on the date the defective and/or uncompleted portions of the Work were corrected. Thereafter, the foregoing procedure shall apply successively until the City has verified that the Work is fully and finally completed and accepted the Work by Resolution of the City Council or by written

notification from the Director. Immediately upon such Acceptance, the Contractor shall be relieved of the duty of maintaining the Work as a whole.

All warranties commence upon final Acceptance of the Work. The City's final Acceptance of the Work shall not be construed as an acceptance by the City of any latent defects discovered with regard to the Contractor's work. Furthermore, Contractor's obligations under Section 5-1.22 "Responsibility for Damage and Indemnification" shall still remain applicable after the City's grant of final Acceptance of the Work.

Prior to final Acceptance, the Contractor shall submit to the City the Record Documents and Operation and Maintenance Manuals as specified in the Contract Documents.

7-1.02 **SCOPE OF PAYMENT.** The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the Acceptance by the Director and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Contract. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective Work or material.

No compensation will be made in any case for loss of anticipated profits.

7-1.03 **NOTICE OF POTENTIAL CLAIM.** The Contractor shall not be entitled to the payment of any additional compensation for any act or failure to act by the City,

including failure or refusal to issue a Change Order, or for the happening of any event, thing, occurrence or other cause unless the Contractor has given the City due written Notice of Potential Claim as hereinafter specified, provided, however, that compliance with this Section 7-1.03 shall not be a prerequisite as to matters within the scope of the notice provisions in Section 6-1.07, "Time of Completion," or the notice provisions in Section 6-1.08, "Liquidated Damages," of these General Conditions, nor to any claim which is based on differences in measurement or errors of computation as to correct quantities.

The written Notice of Potential Claim shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. The said Notice as above required must have been given to the Director prior to the time that the Contractor shall have performed the Work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Director, or in all other cases within seven (7) Days after the happening of the event, thing, occurrence or other cause giving rise to the potential claim.

If the Notice of Potential Claim does not include complete information about the claim or the parties do not execute a Contract Change Order in connection with the Notice of Potential Claim, Contractor shall submit complete information about its claim for additional compensation and/or extension of time for performance within fifteen (15) Days after such work is performed. Failure to provide written notice of claim prior to undertaking such work or failure to timely submit a complete and specific information about the claim for additional compensation and/or extension of the time for performance shall be deemed a waiver and abandonment of such claim.

If there is a dispute over any claim, the Contractor shall continue to Work during the dispute resolution process in a diligent and timely manner as directed by the City, and shall be

governed by all applicable provision of the Agreement.

The Contractor shall maintain cost records of all Work that is the basis of any dispute. On a daily basis, Contractor shall submit to City completed daily forms, the format of which will be acceptable to the City, with respect to the Contractor's costs of performing the disputed work. These daily forms shall itemize all of Contractor's costs in performing the disputed work, including, but not limited to, all costs relating to materials, labor and equipment with respect to the disputed work. These daily forms shall provide names or identification and classification of affected workers, the hourly rate of pay and hours worked, and also the size, type, and identification number of equipment and hours operated. Said daily work forms shall be duly signed and verified by the Contractor or its authorized representative. The City's receipt of the Contractors' daily forms shall not constitute an approval of the Contractor's claim. Contractor's failure to submit the daily forms on a daily basis shall constitute a waiver of the Contractor's right to claim any additional compensation for the disputed work.

Each Contractor claim shall include full and complete information concerning the Claim. Contractor shall provide a clear, concise recital of the basis, upon which the claim is asserted, including a designation of the provisions of the Contract Documents upon which the claim is based. Contractor shall also include a statement as to the amount of time and/or compensation sought pursuant to the claim; if Contractor's claim arises from an ongoing occurrence, Contractor shall so state in its claim, including a description of the specific Work activities affected by the claim. All costs, expenses or damages and extensions of time claimed shall be described in reasonable detail under the circumstances together with complete supporting documentation.

The City will review any timely Notice of Potential Claim and supporting information

submitted by Contractor. In conducting this review, the City shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City may require.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract Change Order to document the resolution of the claim. If the parties cannot reach agreement with respect to the Contractor's claim, the Contractor shall still be obligated to comply with the claim identification provisions identified in these General Conditions, including but not limited to Section 7-1.04.

It is the intention of this Section 7-1.03 that differences between the parties arising under and by virtue of the Contract be brought to the attention of the Director at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any Claim that may be based on any such act, failure to act, event, thing or occurrence for which no timely written Notice of Potential Claim as herein required was filed.

7-1.04 **CLAIMS.** Contractor must submit all Claims, for which it has previously submitted a Notice of Potential Claim, prior to Acceptance of the Work. Each such Claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the Claim.

Upon receipt of a Claim, the City shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) Days, or such further time as mutually agreed upon or necessary pursuant to Public Contract Code Section 9204, the City shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. If the City does not respond to a Claim from the Contractor within the time

specified herein, such Claim shall be deemed rejected in its entirety.

Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement.

If the Contractor disputes the City's written response, or if the City does not respond within the time specified herein, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within thirty (30) Days for settlement of the dispute.

Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) Days after the City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be resolved in accordance with Section 7-1.05 below.

7-1.05 **DISPUTE RESOLUTION PROCEDURE.** All Claims not resolved

pursuant to Section 7-1.04, shall be resolved pursuant to Public Contract Code Section 10240, et seq.

7-1.06 **STOP PAYMENT NOTICES.** The City, by and through the Department or other appropriate office or officers, may at its option and at any time retain out of any amounts due the Contractor, sums sufficient to cover claims, filed pursuant to Civil Code Section 9350, et seq., including an amount to provide for the reasonable cost of any litigation thereunder.

7-1.07 **PROGRESS PAYMENTS.** Within fifteen (15) Days after the effective date in the Notice to Proceed, but in any event prior to Contractor's first Application for Payment, the Contractor shall submit to the City a detailed Schedule of Values.

Upon its approval, the Schedule of Values will form a basis for determining the compensation payable to the Contractor based on its actual progress of Work with respect to each Lump Sum bid item. The City, prior to any progress payment being made, must approve the Schedule of Values.

At the Director's discretion the approved Schedule of Values may be used as the basis for calculating the adjustment in compensation for a lump sum bid item due to changes ordered by the Director. When an ordered change increases or decreases the quantities shown in an approved Schedule of Values, at the Director's discretion, the adjustment in compensation may be determined in the same manner specified for increases and decreases in the quantity of a bid item of work in accordance with Section 3-1.05(B), "Contract Price Adjustment," of these General Conditions.

The Contractor once in each month shall submit an Application for Payment, for approval by the Director. Contractor's Applications shall be based on the Schedule of Values submitted to the City. These applications shall be supported by: (1) documentation requested by the City to

substantiate the payment request; (2) statutory releases from Contractor and all Subcontractors and suppliers pursuant to Civil Code Sections 8132 and 8138; and (3) certified payroll records for the period for which payment is requested. Specifically, the Contractor will submit conditional waivers upon progress payment executed by all contractors and suppliers that will be receiving sums sought in the instant payment request and also submit unconditional waivers upon progress payment executed by all contractors and suppliers that have been paid to the date of the payment request. The Contractor shall certify that the Work for which payment is requested has been accomplished. When requested by the City, the Contractor shall submit receipts, invoices and other documentation that the City requires to be furnished for purpose of evaluating the application.

The City will pay the Contractor within thirty (30) Days after its receipt of an undisputed and properly submitted Application for Payment, after deducting all previous payments, retention, and other sums as described in the Contract Documents. Within seven (7) Days of its receipt of the Contractor's Application for Payment, the City will determine whether it complies with the provisions of the Contract Documents. As appropriate, the City will return the application to the Contractor accompanied by a document prepared by the City setting forth the reasons for the rejection. Thereafter, the Contractor shall correct and resubmit the Application for Payment. Progress payments may be withheld for Work that is not performed in accordance with the Contract Documents.

The City may deduct the following from each progress payment:

1. An amount equal to one hundred and twenty-five percent (125%) of the amount claimed under any stop payment notice or other lien filed against the Contractor, which includes an amount to provide for the reasonable cost of any litigation

thereunder.

2. Any Liquidated Damages or Assessments that have accrued as of the date of the Application for Payment.
3. Any sums expended by the City in performing any of the Contractor's obligations under the Agreement that the Contractor has failed to perform.
4. Any other sums that the City is entitled to recover from the Contractor under the terms of the Contract including damages to the City's property.
5. The failure of the City to deduct any of the above identified sums from a progress payment shall not constitute a waiver of the City's right to such sums.

No such estimate or payment shall be construed to be an acceptance of any defective Work or improper materials.

Under no circumstances will the City make payment to unlicensed Contractors. As a condition of payment, the Contractor is required to maintain the applicable Contractor's license as identified in the Notice to Contractors for the duration of the Work.

7-1.08 **PAYMENT FOR MATERIALS AND EQUIPMENT ON HAND.**

Partial payments may be made to the extent of seventy-five percent (75%) of the cost of materials and equipment plus delivery to be incorporated in the Work, provided that such materials and equipment meet the requirements of the Contract Documents and are delivered to acceptable sites on the plant site or at other sites in the vicinity that are acceptable to the City and only with the prior written approval by the City. Such delivered costs of stored or stockpiled materials and equipment may be included in the next progress payment after the following conditions are met:

- A. Equipment and materials will only be eligible if given conditional or final

Acceptance by the Director and are in apparent compliance with favorably reviewed Submittals.

B. Only equipment or materials which have received favorable review of Shop Drawings will qualify.

C. The material or equipment has been stored or stockpiled adequately protected against damage in a manner acceptable to the Director at an approved site.

D. The Contractor has furnished the Director with acceptable evidence of the quantity and the quality of such stored or stockpiled materials or equipment with identification of where they will be incorporated into the project with Specification reference.

E. The Contractor has furnished the Director with satisfactory evidence that the material or equipment and transportation costs have been paid.

F. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) and lien releases to the material or equipment so stored or stockpiled.

G. The Contractor has furnished the City evidence that the material or equipment so stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the City payment for such stored or stockpiled materials or equipment shall in no way relieve the Contractor of its responsibility for furnishing and placing such materials or equipment in accordance with the requirements of the Contract Documents.

In no case will the amount of progress payments for materials or equipment on hand exceed the Contract Price for such materials or equipment or the Contract Price for the Contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant

materials.

The Contractor shall bear all costs associated with the progress payment of stored or stockpiled materials or equipment in accordance with the provisions of this Section.

7-1.09 **RETENTION ON PROGRESS PAYMENTS.** From each progress payment estimate, five percent (5%) will be deducted and held in retention by the City. The remainder, less any deductions described in Section 7-1.07, "Progress Payments," of these General Conditions, will be paid to the Contractor as progress payments.

Pursuant to Public Contract Code Section 22300, the successful Bidder may submit Securities in lieu of retention payments by the City. Upon the Contractor's request, the City will make payment of funds withheld from progress payments, pursuant to the requirements of California Public Contract Code Section 22300, if the Contractor deposits in escrow with the City or with a bank acceptable to the City, securities eligible for investment under California Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the City, upon the following conditions:

1. The Contractor shall bear the expenses of the City and the escrow agent in connection with the escrow deposit made.
2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
3. Contractor shall enter into an escrow agreement satisfactory to the City, which agreement shall be substantially similar to the form provided in California Public Contract Code section 22300.

4. The Contractor shall obtain the written consent of the surety to such agreement.

7-1.10 **FINAL PAYMENT.** Final payment will be made only after Contractor has achieved Final Completion of the Work pursuant to the provisions of Section 7-1.01, “Acceptance,” of these General Conditions. Before final payment can be made, the Contractor shall have furnished the City with the following:

1. All Record Documents, catalogues, instruction sheets and information as required by the Contract Documents.
2. Conditional Waivers and Releases Upon Final Payment executed by Contractor and all Subcontractors and Suppliers, as provided by Civil Code Section 8136. Unconditional Waivers and Releases Upon Final Payment, as provided in Civil Code Section 8138, executed by Contractor and all Subcontractors and Suppliers, must be provided for all Subcontractors and Suppliers that have been paid in full.

Within thirty (30) Days of the date of the City’s Acceptance of the Work, the Contractor shall prepare and submit a Final Invoice, showing the proposed total amount due the Contractor, segregated by Bid item quantities, Change Order Work, and other basis for payments; deductions made or to be made for prior payment; and amounts previously retained. Prior invoices and payments shall be subject to correction in the proposed Invoice for Final Payment. Payments to the Contractor will be made only for actual quantities of the Contract items of work constructed in accordance with the Contract Documents.

The City will review the Contractor’s proposed Final Invoice and necessary changes or corrections will be forwarded to the Contractor. Within ten (10) Days thereafter, the Contractor

shall submit a revised proposed Final Invoice incorporating changes or corrections made by the City together with any new claims resulting therefrom. Upon approval by the City, the corrected proposed Final Invoice will become the approval Final Invoice.

If agreements are reached on all questions regarding the Final Invoice, the City will pay the entire sum found due on the approved application. However, the City will withhold sums sufficient to pay all unsettled claims for which stop payment notices have been filed pursuant to Section 9350, et seq. of the California Civil Code, together with the reasonable cost of any litigation thereunder.

Final payment will be made within thirty (30) Days after receipt of an approved Final Invoice and other required Submittals referenced above or within sixty (60) Days after Acceptance of the work by the City, whichever is later, provided, however, that if an approved Final Invoice has not been submitted within sixty (60) Days after Acceptance of the Work by the City, the City may elect to make payment of sums not in dispute without prejudice to the right of either the City or the Contractor in connection with such disputed sums. Notwithstanding the foregoing, if a Notice of Completion is recorded, final payment shall not be made prior to the expiration of the thirty-five (35) calendar day lien period. The start of this lien period is the date the Placer County Recorder's Office records the Notice of Completion.

The City may withhold from the Final Payment an amount not to exceed one hundred fifty percent (150%) of any amount in dispute between the City and the Contractor.

The making of Final Payment shall not operate to release the Contractor or its sureties from obligations arising under the Contract, the Contract bonds and warranties as herein provided. Specifically, the making of final payment shall not constitute a waiver and release of claims by the City arising from:

1. Unsettled or future liens;
2. Failure of the Work to comply with the requirements of the Contract Documents;
3. The terms of any warranties required by or contained in the Contract Documents;
4. The right to any insurance proceeds or the right to make any insurance or bond claims;
5. Any claims with respect to Contractor's obligations of indemnity with respect to claims asserted by third parties; or
6. Any latent deficiencies with the Work or Contractor's fraud.

7-1.11 **CLERICAL ERRORS.** Notwithstanding the provisions of Section 7-1.10, "Final Payment," of these General Conditions, for a period of three (3) years after Acceptance of the Work, all estimates and payments made pursuant to said Section 7-1.10, are subject to correction for clerical errors in the calculations involved in the determination of quantities and payments. The Contractor and the City agree to pay to the other any sum due under the provisions of this Section 7-1.11, provided, however, if the total sum to be paid is less than \$100, no such payment shall be made.

7-1.12 **WARRANTY.** Notwithstanding inspections and Acceptance by the City of Work furnished under the Contract Documents, the Contractor hereby unconditionally guarantees that all materials and equipment furnished will be of good quality and new, that the Work will be free from defects in workmanship and materials and that the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

This warranty by the Contractor is in addition to any warranties or guarantees required elsewhere in the Contract Documents. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained in such separate warranties furnished by manufacturers or suppliers.

The Contractor hereby agrees to repair or replace any and all Work, together with any other adjacent Work which may be displaced in so doing, that may prove to be not in accordance with the requirements of the Contract or that may be defective in its workmanship or material during the greater of a period of one (1) year after Acceptance of the Work by the City or the period specified in the Special Conditions, without any expense whatsoever to the City, ordinary wear and tear and unusual abuse or neglect excepted.

The Contractor further agrees, that within ten (10) Days after being notified in writing by the Department of any Work not in accordance with the requirements of the Contract Documents or of any defects in the Work, the Contractor will commence and prosecute with due diligence all Work necessary to fulfill the terms of this warranty, and to complete such Work within a reasonable period of time. In the event Contractor fails to comply, it does hereby authorize the Department to proceed to have such Work done at the Contractor's expense and the Contractor will honor and pay the cost and charges therefore upon demand. The Department shall be entitled to all costs and expenses, including reasonable attorneys' fees, necessarily incurred upon the Contractor's refusal to honor and pay the above costs and charges.

All warranties set forth in the Contract Documents shall be deemed cumulative and not alternative or exclusive. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation, which Contractor has under the Contract Documents or under any separate warranty or guaranty required thereby. The establishment of a

specific warranty period relates only to the specific obligation of Contractor to correct defective Work, and it has no relationship to the time within which its obligation to comply with the Contract Documents or applicable provision of law may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to its obligations other than specifically to correct the Work. Without limiting the foregoing, it is understood and agreed that Contractor shall remain responsible for latent defects with its work, regardless of the expiration of any warranty period set forth in the Contract Documents.

7-1.13 **WARRANTY OF TITLE.** No material, supplies, or equipment for the Work under this Contract shall be purchased subject to any chattel mortgage, security agreement, or under a conditional sale or other agreement by which an interest therein or any part thereof is retained by the seller or supplier. The Contractor warrants good title to all material, supplies, and equipment Installed or incorporated in the Work and agrees upon completion of all Work to deliver the Premises, together with all improvements and appurtenances constructed or placed thereon by it, to the City free from any claim, liens, security interest, or charges, and further agrees that neither the Contractor nor any person, firm, or corporation furnishing any materials or labor for any Work covered by this Contract shall have any right to a lien upon the Premises or any improvement or appurtenances thereon. Provided, that this shall not preclude the Contractor from Installing metering devices and other equipment of utility companies, the title of which is commonly retained by the utility company. In the event of the Installation of any such metering device or equipment, the Contractor shall advise the City as to the legal owner thereof. Nothing contained in this paragraph, however, shall defeat or impair the right of such persons furnishing materials or labor under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the Contractor in the hands of the City.

The provisions of this paragraph shall be inserted in all subcontracts and material Contracts, and notice of its provisions shall be given to all persons furnishing materials for the Work when no formal Contract is entered into for such materials.

[END OF GENERAL CONDITIONS]

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SUPPLEMENTAL CONDITIONS

Project: MIKE SHELLITO INDOOR POOL
REPLASTERING PROJECT

Scope of Supplemental Conditions

1. The Work shall be performed in accordance with the General Conditions and Department Standards, except as the General Conditions may be modified by the following additional City Standards, incorporated herein by this reference, if so indicated.

	COMMUNITY DESIGN GUIDELINES 311 Vernon Street, Roseville, CA 95678
	SPECIFICATIONS FOR COMMERCIAL CONSTRUCTION (ELECTRIC) 2090 Hilltop Circle, Roseville, CA 95747
X	PARKS CONSTRUCTION STANDARDS 316 Vernon Street, Suite 400, Roseville, CA 95678
X	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
	OTHER

Above documents are available at: www.roseville.ca.us.

2. Numbering in these Supplemental Conditions conforms to that in the General Conditions. The existence of a section in these Supplemental Conditions means that the corresponding section in the General Conditions is modified in some respect. Unless otherwise specified, the modified General Condition is deleted entirely and the provisions of these Supplemental Conditions are substituted.

SECTION 1. DEFINITIONS AND TERMS

1-1.24 **DEPARTMENT.** Section 1-1.24 of the General Conditions is amended to include the following:

The Department for Contract Administration is the Parks, Recreation & Librarians Department of the City of Roseville.

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 2. CONTROL AND SCOPE OF THE WORK

2-1.08 **SUBMITTALS.** Section 2-1.08 of the General Conditions is amended to include the following:

The time allowed for review of each submittal is 10 Days after receipt of the submittal by the Director.

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 3. CHANGES IN THE WORK

There are no amendments to the General Conditions.

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.14 of the General Conditions is amended to include the following:

To the best of the City's knowledge, asbestos IS NOT present in the vicinity of the Project. Additional information shall be made available to Contractor upon request.

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 6. PROSECUTION AND PROGRESS

6-1.04 **PROGRESS SCHEDULE.** Section 6-1.04F of the General Conditions is amended to include the following:

Progress schedules showing project completion dates more than 0 Days earlier than specified in Section 6-1.07 shall be rejected.

6-1.07 **TIME OF COMPLETION.** Section 6-1.07 of the General Conditions is amended to include the following:

The Contractor shall begin Work within 10 business days after receiving a Notice to Proceed and shall diligently prosecute the Work to completion. The Work shall be completed within 50 business days of the Notice to Proceed.

If landscaping plants require an establishment period, that period will be N/A calendar days. Start of the establishment should be as outlined in the Specifications.

6-1.08 **LIQUIDATED DAMAGES.** Section 6-1.08 of the General Conditions is amended to include the following:

The amount of Liquidated Damages is the sum of \$ 800 per Day.

SECTION 7: ACCEPTANCE AND PAYMENT

There are no amendments to the General Conditions.

[END OF SUPPLEMENTAL CONDITIONS]

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SPECIFICATIONS

Project: SPORTS FENCING PROJECT

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SPEC

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APPENDICES

A: Permits (provided by the City/Project Owner)

FOR COUNCIL APPROVAL
NOT FOR BIDDING

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NOT FOR BIDDING

SECTION 00 31 46 PERMITS

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The intent of this Section is to furnish bidders with the known list of required permits for the Work under the Contract Documents. Bidders should note that the list is not necessarily complete and that additional requirements may exist or arise.

1.02 Permits

- A. The Contractor shall obtain copies of the following permits from the Project Manager. Copies of these shall be obtained prior to start of work and shall be kept on the jobsite.
 - 1. State Water Resources Control Board General Permit for Discharges of Storm Water Associated with Construction Activity:

The City has prepared and submitted the SWPPP and Notice of Intent (NOI) to the State Water Resources Control Board. Prior to starting construction, Contractor shall obtain coverage under and comply with the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2009-0009-DWQ). The City will prepare and submit the NOT when permanent BMP's have been installed.

- 2. City of Roseville Department of Development Services, Grading Permit for all Work related to this project.
- B. Contractor shall comply with the conditions of these permits, and will be solely responsible for all costs associated with meeting permit conditions unless specifically specified otherwise in these Contract Documents.
- C. A copy of the permit is included in the Appendix of the Project Manual. A trench/excavation permit must be on file with the City. Submit a copy of the notification letter to CAL OSHA, which outlines the project, and contracted scope of work.

PART 2 - PRODUCTS

Intentionally left blank.

PART 3 - EXECUTION

Intentionally left blank.

END OF SECTION

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 01 10 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 General

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

1.02 Project Description

- A. Project Name and address:

Central Park – 10200 Fairway Drive, Roseville CA
Crabb Park – 1000 Scarborough Drive, Roseville CA
Maidu Park – 1550 Maidu Drive, Roseville CA

- B. Project description/scope of work:

The scope of this project includes ... The addition of warning track and outfield fence for Central Park and Crabb Park, and perimeter fencing for Maidu Park soccer fields and aggregate walking shoulder along bike trail. Renovation of the irrigation system to reflect the fence and warning track additions at all locations.

- C. The Contractor, prior to submission of his bid, shall visit the site and become familiar with the physical site conditions, the plans and specifications. All existing site conditions, apparent in a detailed, on-site inspection, shall be a part of the project. Submission of a bid shall represent the Contractor's acknowledgment of the existing site conditions and its effect on the implementation of the contract documents.

1.03 Engineering

- A. Field Engineering, as a part of this contract, shall include:
 - 1. Layout of the work and establishment of lines and grades.
 - 2. Said work to be performed by a California Registered Civil Engineer or a California licensed Land Surveyor.
 - 3. When discrepancies between the drawings and actual site conditions are discovered, notify the Inspector for instruction on how to proceed.
 - 4. All work shall:
 - a) Establish indicated layout in relation to the property survey and existing reference points.

- b) Establish and preserve permanent reference points during the course of construction.
- c) Set locations and elevations of all site elements as required for proper completion of the work.

1.04 Permits, Fees and Notices

- A. The Contractor and/or his assigned Subcontractors shall obtain any and all required permits (beyond those provided in the Appendix) from all governing authorities, including other City Departments, prior to start of construction.

1.05 Construction Plans

- A. Any discrepancies or omissions found in the Contract Documents shall be reported to the City's project manager immediately. The City's project manager will clarify discrepancies or omissions, in writing, within a reasonable time.
- B. In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:
 - 1. Notice to Contractors
 - 2. Special Provisions
 - 3. City of Roseville Parks Construction Standards
 - 4. City of Roseville Design and Construction Standards
 - 5. DrawingsAddenda shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions. Detailed Drawings shall take precedence over general Drawings.

1.06 Definitions

- A. The term "accepted" where used within, shall mean accepted in writing by the City of Roseville's Project Manager.
- B. The term "Inspector", where noted, shall mean the project representative, appointed by the City of Roseville, who will oversee the project on a day-to-day basis.
- C. The term "Project Manager", where noted, shall mean the project representative appointed by the Parks Department.
- D. The term "Consultant", where noted, shall mean the prime Consultant listed on the cover sheet of these Specifications.
- E. The term "accepted equal", where used herein, shall mean the equal in the opinion of the Project Manager, in consultation with the Consultant, when necessary, and as accepted in writing by the Project Manager.
- F. The term "Project Owner", where used herein, shall mean the landowner or developer.
- G. The term "provide", where used herein, shall mean furnish and install complete.

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- H. The term “as selected”, where used herein, shall mean as selected by the Consultant and as accepted by the Project Manager.
- I. The term “substantially complete”, where used herein, shall mean the state of which the project can be used in the manner of which it is intended with the exception of minor items as determined by the Project Manager.
- J. See Section 1 of the General Conditions for additional definitions and terms.

1.07 Standards

- A. Numerous standards are referenced in these contract documents. The referenced standards shall be the current edition as of the date of these contract documents. Also, see Section 4 - 1.02 of the General Conditions.
- B. The codes adopted by the City, County, State and federal agencies shall govern minimum requirements for this project. Where codes conflict with these Specifications, the more stringent shall apply, and such conflicts shall be brought to the attention of the Project Manager. Caltrans Standards shall be applied where specifically referenced. In the absence of specific reference requirements in the contract documents, the applicable codes shall govern.
- C. In addition to the standards noted in individual sections of these Specifications, standards of the following organizations shall be noted by initials only.
 - 1. ANSI: American National Standards Institute.
 - 2. ASTM: American Society for Testing and Materials.

1.08 Submittals

- A. All submittals shall be submitted at one time within ten (10) working days from issuance of Notice to Proceed. The review time for submittals shall be as noted in Section 2 - 1.04 of the Special Conditions. Items returned for re- submittal shall be returned to the City within two weeks
- B. The Contractor shall include a cover sheet indicating the following (A sample is provided in Section 5: Forms):
 - 1. Drawing sheet or specification section reference (by section, paragraph and sub-paragraph numbers);
 - 2. Item description;
 - 3. Indication whether this item is “as specified” or “proposed substitution” and
 - 4. A space for itemized response summary, e.g. “reviewed” or “resubmit”.
- C. Contractor shall provide submittals electronically in PDF file format and physical product samples as required in specifications. It shall be the Contractor’s responsibility to ensure that the summary sheet is included in the submittal package. Incomplete submittal packages (i.e., the lack of a summary sheet or lack an appropriate product sample) will not be reviewed.
- D. Proposed substitution requests must include a comparison between the originally specified item and the proposed substitute. The burden of proof of

compliance for proposed substitutions with project requirements rests with the Contractor. Coordination of the installation of accepted substitutions, including incidental changes/modifications to accommodate proposed products shall be at no additional cost to the Owner.

- E. Where required in specified Section of these Specifications, submittals shall include proof of order of site furnishings, play equipment or other materials within two weeks (ten working days) of receipt of the returned, approved submittal. Submittals of orders shall be made at one time. Exceptions will be considered, with justification.

1.09 Tests

- A. In addition to Section 4 - 1.03 of the General Conditions, testing and inspections may be performed by a private testing laboratory. The testing laboratory, provided by the City, shall be under the direction of a California registered civil engineer. All work shall conform to requirements set forth by ASTM B329, and shall be acceptable to the City.
- B. Copies of the laboratory reports/results of each test or inspection shall be provided to the Project Manager, Inspector and Contractor.

1.10 Temporary Facilities

- A. Sanitary provisions shall be the responsibility of the Contractor. Existing restroom facilities shall be not utilized by the Contractor, his Sub-contractors, or employees thereof, unless specifically accepted by the Project Manager. Provide chemical toilets or water closets and urinals connected to the sewer in a location accepted by the Project Manager.
- B. Barricades shall be the responsibility of the Contractor and shall be erected as necessary to protect the property, the construction and the public from hazards due to construction.
- C. Signs, other than those identified in these Specifications, shall be prohibited. Notices, required by law, shall be posted and maintained.

1.11 Utilities

- A. All utility fees, including, but not limited to, connection fees, installation fees, meters, monthly service fees and cost of utilities used during the course of construction and establishment are considered a direct cost and are the responsibility of the Contractor until project acceptance by City Council.

1.12 Dust/Noise Control Requirements

- A. Dust and other air pollution nuisances on or adjacent to the site shall be abated, per Section 2 - 1.07 of the General Conditions. Dirt shall not be allowed to accumulate on streets or sidewalks nor be washed into sewer.

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- B. Noise from construction operations shall be kept to a minimum. Allowable hours of operations shall be from 7 a.m. to 7 p.m. Monday through Friday. Work on weekends and holidays must be approved by the project manager. Work on weekends and holidays shall not begin before 8 a.m. and must be completed by 8 p.m.

1.13 Tree Replacement Schedule

- A. Trees damaged or removed without prior approval shall be replaced at an inch per inch basis on-site, except otherwise accepted. New stock shall follow the table provided:

Plant Size	Inch Value
3 Five Gallon Stock	One Inch
1 Fifteen Gallon Stock	One Inch
1 24" Box Stock	Two Inches
1 36" Box Stock	Three Inches

1.14 Inspection of Construction

- A. In addition to the routine inspections performed by the Parks Inspector, portions of work may be inspected by the other city departments. Notify the Parks Inspector and Project Manager a minimum of 48 hours prior to date of inspection.
- B. The Parks Inspector shall be the main line of communication between the site superintendent, the project manager and other City department inspectors. Changes in scope of work or standards shall be approved by the project manager.
- C. Refer to the parks inspection record. This shall be issued at the Pre-Construction meeting and shall be utilized by the Contractor throughout the course of construction. A completed "hard card" shall be submitted to the Project Manager along with required turn in items (See 1.19 this Section) upon final acceptance of the project. The Notice of Completion shall not be filed until all record documents have been received and accepted.

1.15 Adverse Impacts to Site Conditions Due to Construction

- A. Impacts that affect the site conditions to the detriment of the park or streetscape construction or long term viability of the site shall be mitigated by the contractor prior to acceptance of the project. Such impacts shall include, but are not limited to:
1. Soil compaction in non-structural areas;
 2. Diesel or gas fuel leaks/spillage;
 3. Buried concrete or other construction debris;
 4. Hazardous material contamination;

5. Lime treatment in planting areas;
6. and more.

1.16 Pre-final (Punch List) Review

- A. Notify, in writing, to the Parks Construction Inspector, that the work is substantially complete. Substantially complete is defined as “the state of work where it may be used in a suitable and intended manner with exception of minor corrections”. Partial acceptances will not be granted. Items to be reviewed as a part of substantial completion include:
 1. All construction items
 2. Installation of all site furnishings, including lights and signs
 3. Seeding or sodding of all turf areas
 4. All planting, including weeding of planted areas
 5. The irrigation system is fully functioning as designed and as confirmed by the landscape irrigation audit.
- B. Within five working days of receipt of notification, the Parks Construction Inspector will confirm substantial completion. The Parks Construction Inspector will schedule the punch list walk (pre-final review) within five working days after the project has been determined as substantially complete. A formal punch list will be developed at the punch list walk. The Parks Construction Inspector will provide a copy of the formal punch list to the Contractor within five working days of punch list walk. Performance of the punch list walk does not automatically trigger the start of establishment.
 1. If at any point during this review that it becomes apparent that the Contractor has not properly prepared for the site review, the inspection shall immediately be terminated and re-scheduled at such a time as the site has been readied for a review. Any costs for the re-scheduling of the review shall be the responsibility of the Contractor. Lack of site preparation could delay start of the establishment period.
- C. Concurrent to the pre-final review, the City will make a formal request for all required turn-in items to be submitted to the City. All turn-in items shall be submitted to the City (single point of contact), at one time and only by appointment. Do not drop off the turn-in items at the front counter and without an appointment.
- D. Once all turn-in items have been confirmed to be complete and accurate, the establishment period may be considered to begin. The City shall have sole discretion in determining the appropriateness of the commencement of the establishment period and shall notify the developer/contractor in writing of the start and end dates. Portions of the project will not be accepted for establishment prior to the substantial completion of the entire project.

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1.17 Establishment Period

- A. The duration of the establishment period shall be:
 - 1. For sodded turf in parks: Forty-five (45) calendar days commencing between March 1st and October 31st and sixty (60) calendar days commencing between November 1st and February 28th, and until the Notice of Completion (NOC) for City-built parks has been approved by the City Council, or the deed transferring property ownership, has been recorded at the County for Developer-built parks.
- B. Active maintenance is required throughout the entire establishment period. Active maintenance is defined as:
 - 1. All areas within the project site shall be protected against damage including vandalism, erosion, trespass, rodents and other acts. Immediately repair all damaged areas.
 - 2. All walkways and paved areas shall be kept clean and all debris within planting and turf areas shall be immediately removed.
 - 3. Automatic irrigation controller shall be fully utilized and irrigation system monitored and adjusted as described in Section 32 84 00 4.03.
 - 4. All plant and turf maintenance as described in Section 32 90 00 3.11
- C. Prior to the start of the final thirty (30) days of establishment:
 - 1. All punch list items shall be completed.
 - 2. All certifications and testing shall be completed.
 - 3. All plantings and turf shall be thriving and in a healthy condition.
 - 4. The lack of active maintenance prior to the final thirty (30) days may constitute a delay in the start of the final thirty (30) days of the establishment period.

1.18 Final Review

- A. One (1) week prior to the end of the establishment period, a final on-site review shall be conducted to review project readiness for final turn-over. All punch list items must be satisfactorily addressed prior to the final review.
- B. The project shall be prepared and cleaned per Section 2 - 1.12 of the General Conditions; the turf shall be mowed; and the irrigation heads shall be adjusted appropriately one day prior to the scheduled final review.
- C. Acceptance of the project shall be considered "field accepted" and a recommendation will be forwarded to the City Council for "final acceptance" per Section 7 - 1.01 of the General Conditions.
- D. An unaccepted project shall extend the establishment period until such time as the unaccepted portions of the project have been reviewed and field accepted by the Inspector and Project Manager.
- E. Turn over for City maintenance shall occur only after:

1. The specified duration of the establishment period has been successfully completed.
 2. If required, the deed transferring property ownership, has been recorded at the County.
 3. A Notice of Completion (NOC) for city-built parks and for streetscapes has been approved by the City Council.
- F. Contractor shall provide a written guarantee covering all improvements associated with this project. See 1.19 – Warranties and Guarantees.

1.19 Record Documents

- A. Record documents or as-built plans shall be maintained on-site and updated routinely as specified in Section 2 - 1.13 of the General Conditions. Record documents shall include **all items under the contracted scope of work.**
- B. Record documents shall be submitted:
1. one full size set of final as-built drawings (verified/initialed by the Parks Inspector during the establishment period)
 2. one set of 11 x 17 reductions of the complete as-built package; and
 3. two sets 11 x 17 laminated reductions of the irrigation plan illustrating with colors the individual controller stations; and
 4. one USB storage device containing PDF scanned images (in color) of the verified/initialed as-built drawings.
 5. For City of Roseville CIP projects, SWPPP binder.

1.20 Warranties and Guarantees

- A. Warranties are required under various Sections of these Specifications. Prior to final acceptance, the Contractor shall assemble all warranties into a single, bound or stapled package. All warranties shall be clearly labeled and the number of years highlighted. Also, see Sections 7 - 1.10 and 7 - 1.11 of the General Conditions.
1. Warranties for equipment shall be submitted in the manufacturer's standard form and shall be countersigned by the subcontractor or supplier and the Contractor.
 2. All other warranties shall be provided in the following format, written on subcontractor's or supplier's letterhead, signed by the subcontractor or supplier and countersigned by the Contractor:

WARRANTY FOR _____ YEARS

"We hereby warrant that the product which we have installed at project name has been done in accordance with the contract documents, and that the work, as installed will fulfill the warranty requirements included in the Specifications.

We agree to repair or replace any or all of our work, together with any other adjacent work which may be displaced by so doing, that may prove to be defective in its workmanship or material within the warranty period stated above commencing from the date of final acceptance of the above named project by the City of Roseville's City Council, without additional expense to the City, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of failure to comply with the above conditions within thirty (30) days of notification by the City, we collectively or separately do hereby authorize the City to proceed with the repairs or replacement of such defects at our expense. Payment of said costs and charges will be forwarded to the City upon demand.

Signed: _____
Subcontractor or Supplier _____ Date

Countersigned: _____
Contractor _____ Date

- B. Guarantees shall be a minimum of one (1) year for all plant material, including trees and shrubs. The guarantee shall state that plant materials (trees & shrubs) to be free of all defects or disease and all plants are in a healthy and thriving condition at the completion of the contract. Deciduous plant material shall be warranted beyond the time of contract completion until such time as growth becomes evident.

PART 2 - PRODUCTS

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PART 3 - EXECUTION

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END OF SECTION

FOR COUNCIL APPROVAL
NOT FOR BIDDING

SECTION 03 30 00 SITE CONCRETE

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.
- C. The standards set forth in the City of Roseville Design and Construction Standards and the City of Roseville Parks Construction Standards, latest editions, shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of all concrete mowstrip as shown in the Plans and as specified herein.

1.03 References

- A. Caltrans Standard Specifications, latest edition.
- B. California Building Code (CBC) and California Administrative Code (Title 24), latest editions.

1.04 Quality Assurance

- A. For all flatwork, the Contractor shall pour a six-foot by six-foot (6" x 6") sample of each type of finish specified for review and acceptance by the Project Manager prior to pouring any concrete. The accepted samples shall remain on-site and intact until all concrete work has been completed. The quality of the concrete work shall be measured by the accepted samples.
- B. During the course of construction, a qualified testing laboratory shall obtain samples as determined by the Inspector and conforming to federal and state codes and standards. Such costs shall be paid for by the City. Re-tests and removal of below acceptable strength concrete shall be borne by the Contractor. The Contractor shall cooperate with the testing during the course of obtaining such samples.
- C. Variances in surface grades of more than 1/8", as measured by a straight edge ten feet (10") long, shall be corrected to the satisfaction of the Inspector. Remove all areas where standing water occurs, including any surface irregularities.

1.05 Handling and Storage

- A. Comply with ATSM C-94, “Specifications for Ready Mix Concrete” for the batch, mix and transport of concrete.
- B. Mix and deliver only the amount that will be poured immediately.

1.06 Record Drawings

- A. The Contractor shall keep an accurate record of the as-built conditions of the site concrete. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the “as-builts” to ensure compliance of the above.

PART 2 - PRODUCTS

2.01 Concrete

- A. Concrete for mowstrips shall conform to the provisions of Section 90-2 “Minor Concrete” of the Caltrans Standard Specifications. Cementitious material shall be „Type II Modified” and shall contain no less than 505 pounds of cementitious material per cubic yard. Aggregate shall be not greater than one-inch or smaller than 3/8-inch. Submit concrete analysis for review and acceptance prior to placement of concrete.

2.02 Concrete Forms

- A. All forms shall be new at the start of the project and shall be construction grade Douglas Fir. Minimum size lumber shall be 2 x 6.
- B. Radius bends shall be formed by spring steel forms or laminated boards, as required.
- C. Plywood shall be 5/8”, Class I, exterior grade as outlined in APA “Guide to Plywood Grades”. Omit mill oiling treatment.

PART 3 - EXECUTION

3.01 Poured-In-Place Concrete Forms

- A. Concrete for hardscape or flatwork shall be placed on subgrade compacted to 95% relative compaction. Prior to placement of concrete, a soils compaction test must be performed by an accepted soils testing professional on a representative number of locations along the flatwork area. The City or project owner shall provide the initial test. The results of these tests must be available and meet acceptable levels prior to pouring. Re-tests and re-work of any area, as directed by the soils professional, shall be the responsibility of the Contractor.
- B. Construct forms to conform to the shapes, dimensions and details shown on the Plans. All forms shall be true to lines, plumb, level and square.
- C. Forms shall not leak, spread, shift or settle when concrete is placed.

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- D. All forms shall carry dead and live loads and shall not deflect more than 1/8" between supports after placement of concrete.
- E. All forms shall be thoroughly soaked a minimum of twelve (12) hours prior to pouring of concrete. Forms shall be treated per manufacturer's recommendations.
- F. Reuse of forms may be allowed at the discretion of the Inspector. Reused forms shall be cleaned and free of defects that would affect the final concrete finish.
- G. Concrete footings shall be formed only when excavations slump or cave in. Over-excavate the trench or footing diameter to accommodate the forms' installation and removal. Apply water to moisten soil. Do not allow water to create mud or ponding.

3.02 Placement of Concrete

- A. Do not pour concrete in weather below 40 degrees F. or when temperatures are predicted to fall below freezing within 24 hours, except with prior authorization.
- B. Concrete shall be transit mixed according to ASTM C-94. Limit the quantity of water to the required strength. Concrete shall be of a consistency that it flows slowly into the forms.
- C. Mixing of concrete shall be continuous commencing from the time water is added to the mix until such time that the concrete is poured. All concrete shall be placed within an hour of the time when water is first added.
- D. Concrete shall be deposited up to the finished height of the forms and up to the adjacent joint. No partial pours will be allowed. Excess material shall be dumped on-site and later removed by the Contractor.
- E. Thoroughly compact the concrete manually spading and tamping concrete into all corners of the forms and by utilizing a high-speed mechanical vibrator. Retain a standby vibrator on-site during the course of concrete work. When utilizing the vibrator, take precautions to avoid impact on the forms.
- F. After obtaining uniform compaction, screen tamper all flatwork surfaces, screed and bull float to ensure that large aggregates are pushed below the surface. When it is practical to work on the surface, wood float, steel trowel paving to a uniform surface.
- G. Concrete elements shall not exceed the following tolerances:
 - 1. Linear: 1/8"
 - 2. Slab deviation: 1/8" in 10"

3.03 Removal of Forms

- A. Forms shall remain in place as follows:
 - 1. For mass concrete work: 5 days.
 - 2. For other flatwork and other concrete work: 3 days.

- B. Remove all bolts, nails, ties, wires, etc. a minimum of one inch (1”) below the surface of the concrete. Remove imprints, irregularities or other such defects and patch as directed by the Inspector.

3.04 Curing and Protection

- A. Allow adequate time for the concrete to cure. In temperatures above 75 degrees F., ensure that the concrete surface remains wet for a period of seven (7) days minimum.
- B. Protect all concrete from damage during the curing period. This shall include damage from sun, rain, flowing water, frost, mechanical injury, tire tracks, footprints, oil stains, etc. Should such damage occur, Contractor shall take immediate action to repair damage to the satisfaction of the City.

3.05 Clean-Up

- A. During the course of this work, the area shall be kept clear and free of debris as realistically possible. Upon completion of concrete work, completely remove from the site all used forms, hardware, spillage, rejected work and other materials.
- B. Remove from site furnishing posts all concrete “slobber”. Re-touch posts as necessary for a clean finish.

END OF SECTION

SECTION 12 93 00 SITE FURNISHINGS

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of all site furniture, including play equipment and play surfacing, as shown on the Plans and as specified herein.

1.03 References

- A. Nothing in the Plans or Specifications is to be construed to permit work not conforming to regulating codes and standards. The Contractor shall furnish without extra charge any material and labor, when required, by the compliance with these rules and regulations, even though the work was not mentioned in these particular Specifications or shown on the Plans.

1.04 Submittals

- A. Submittals for specified items are required. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting "as specified" or "substitution proposed". For the following items, also provide:

1. Infield Mix

1.05 Record Drawings

- A. The Contractor shall keep an accurate record of the as-built conditions of the miscellaneous site amenities. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the "as-builts" to ensure compliance of the above.

PART 2 - PRODUCTS

2.01 Materials

- A. Infield Mix shall be 60/40 red lava/ screened clay mix as distributed by Cascade Rock, 916-383-1300 or accepted equal.

PART 3 - EXECUTION

3.01 Installation

- A. Contractor to provide experienced workers or subcontractors to install all site furnishings, including the play equipment and play surfacing described in these Specifications. The workers or subcontractor must demonstrate that at least five (5) similar play structures and five (5) play surface applications similar to that specified for this project have been installed in the last three (3) years.

3.02 Cleaning

- A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.
- B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

PART 4 - WARRANTY

4.01 General

- A. Contractor shall warranty all site amenities included under this Section.
- B. Contractor shall also provide a written warranty covering all materials, equipment and workmanship furnished by him to be free of all defects after installation is accepted, including all defective parts that may have been found.
- C. Submit written warranty on company letterhead addressed to the City when providing As-built drawings.
- D. Contractor shall submit to the City, upon completion of work, a Certificate of Compliance by a third party certified playground inspector for the installation of the play structure and safety surfacing. Certification shall include testing for compliance of ASTM 1292 (Impact Attenuation of Surfacing Systems under and around Play Equipment). All tests, including re-tests, shall be the responsibility of the Contractor. Submit all test results to the City.
- E. Submit maintenance manual for poured-in-place resilient surfacing.
- F. Contractor shall submit to the City, upon completion of work, a Certificate of Compliance from the manufacturer of the play structure for the installation of the play structure.

- G. Contractor shall submit to the City, upon completion of work, critical fall criterion used to certify all play surfacing material.
- H. Attach cut sheets of installed items to the warranty.

END OF SECTION

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SECTION 32 31 13 CHAIN LINK FENCING

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Special Conditions shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of the chain link fence system, including gates as shown on the Plans and as specified herein.

1.03 References

- A. Caltrans Standard Specifications, latest edition.

PART 2 - PRODUCTS

2.01 General

- A. Wire used in the fabric shall be galvanized and shall have a tensile strength of 80,000 lbs. Per square inch based on cross sectional areas of the wire. One sample shall be tested without removing bends caused by weaving of the wire with the mesh. A second test shall be conducted on a wire strand carefully straightened. The tensile strength is finally determined as the average reading between the two tests. Wire to match fabric selection.
- B. Fabric shall be 1-3/4" 9-gauge nominal wire mesh, hot-dipped galvanized or black vinyl coated after weaving as shown on the plans. Conform to ASTM A392, with tensile strength as described in 2.01A above. Fabric shall be knuckled top and bottom with single width to full height of fence.
- C. Ties/Fasteners shall be 9-gauge aluminum or black powder coated wire.
- D. Fittings, clips, bolts, bands, bars, post tops/covers and other hardware necessary for a complete fence system shall be galvanized or black powder coated.
- E. Where fencing is shown on the Plans to be black vinyl or powder coated, all appurtenances, including fabric, posts, rails, clips, bands, fittings, etc., necessary for a complete fence system shall be black vinyl or powder coated. Vinyl or powder coating shall be the industry standard for this type of finish.

2.02 Posts and Rails

- A. Posts and rails shall be hot-dipped galvanized per ASTM A53 or black powder coated, to match fabric and as shown on the Plans. All posts shall be installed with moisture-proofed caps on the top.
- B. Size and lengths of posts shall be as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.

2.03 Gates

- A. Fabric and finish to match fence.
- B. Hinges and latches shall be industrial strength, heavy duty and shall fit snugly around post. Latches shall be lockable.
- C. Size and lengths of posts shall be as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.

PART 3 - EXECUTION

3.01 Post Installation

- A. Posts are to be spaced evenly as shown on the City Standard and set plumb and true to lines with the top line uniform as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.
- B. All posts shall be set in concrete as shown in the City of Roseville Design and Construction Standards PK-40, latest edition.
- C. Where nicks on vinyl or powder coated finished occurs due to installation, the Contractor shall re-finish and patch damaged areas immediately.

3.02 Fabric

- A. Attach fabric using fabric bands or clips spaced approximately 14" apart. Connections to top rails and tension wires shall utilize wire ties placed 24" on center.
- B. For corner and vertical end connections, install stretcher bars banded to posts and gate frames at 24" apart (maximum).
- C. All fabric to be stretched tight, free from sags and bulges.

3.03 Rails

- A. For splices along the top rail, provide couplings every 20'. The coupling shall produce a continuous brace from end to end of each stretch of fence. Install a heavy spring at every fifth coupling to allow for expansion or contraction.
- B. Utilize the appropriate fittings to ensure that all rails are rigidly clamped to end and corner posts.
- C. Clamp mid and bottom rails at each post.

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3.04 Gates

- A. Gates shall be installed consistent with the City Standard detail. Verify grade conditions along the fence bottom to ensure proper use of the gate(s).
- B. Gate openings shall be face-to-face dimensions and shall swing according to the Plans.

3.05 Cleaning

- A. Thoroughly clean all areas where work has occurred. Remove from the site excess material, debris and rubbish.
- B. Take all precautions to protect completed work. Immediately repair or replace all damaged areas due to tire ruts, erosion, compaction failure, etc. Keep all erosion control measures intact.

END OF SECTION

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FOR COUNCIL APPROVAL
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SECTION 32 84 00 IRRIGATION SYSTEM

PART 1 - GENERAL

1.01 General Requirements

- A. The requirements set forth in the General Conditions shall be in addition to the standards provided herein.
- B. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

1.02 Description

- A. Furnish all labor, materials and equipment for the complete installation of an automated irrigation system, including all necessary appurtenances for proper operation, noted or implied, as shown on the Plans and as specified herein.
- B. Water usage, meter costs, connection fees, testing and other associated utility costs are considered direct costs and is the responsibility of the Contractor until the project is accepted.
- C. Installation of the water meter shall be by the City.

1.03 Related Work

- A. Section 32 90 00: Planting
- B. Section 26 00 00: Site Electrical

1.04 Quality Assurance

- A. All work shall comply with local and state laws, codes, regulations and requirements which govern any portion or all of the work contained in this Section. These include, but are not limited to, the latest editions of:
 - 1. City of Roseville Park Construction Standards,
 - 2. City of Roseville Design and Construction Standards,
 - 3. City of Roseville Electric Department Standard Specifications,
 - 4. Local, state and federal electrical codes, manuals and guidelines, and
 - 5. Local, state and federal plumbing codes, manuals and guidelines.

1.05 Submittals

- A. Submittals for specified items are not required for Parks or Streetscape projects, unless specifically listed below. However, submittals are required for any proposed substitutions or deviations from the parks Plans or Specifications. For Streetscapes, no substitutions will be accepted. The Contractor shall submit a materials summary sheet indicating which items will be installed as specified

and which items are proposed for substitutions. The Contractor shall submit proof of order within ten (10) working days of the Notice to Proceed, indicating all specified materials have been ordered, noting “as specified” or “substitution proposed”. Submittals are required on the following items:

1. Controller, Flow Sensor(s), and Master Valve(s).
2. Filter (Recycled water)
- 3.

1.06 Explanation of Drawings

- A. The drawings are diagrammatic and do not reflect all offsets, fittings and other miscellaneous items required for a complete and operable irrigation system. It shall be the Contractor’s responsibility to investigate all existing site conditions, become thoroughly familiar with the site, and provide all labor, materials and equipment required for the installation of the irrigation system.
- B. Avoid conflicts between other trades and the installation of the irrigation system. Minor adjustments to avoid such conflicts shall be made in the field. Major discrepancies between actual field conditions and the Plans shall be brought to the attention of the Project Manager. The lack of notification shall indicate that the Contractor assumes full responsibility for any revision deemed necessary to ensure proper installation.

1.07 Product Delivery, Handling and Storage

- A. All materials shall be delivered bearing manufacturer’s label with size, type and model number (if applicable) clearly marked.
- B. All pipe shall be delivered in a vehicle which allows the material to lie flat without concentrated weight or stress at any point.
- C. Unload all materials with care so as to avoid damage. Store materials in a covered area and do not expose PVC pipe to extreme sun or heat. Store pipe lying flat.
- D. Do not install any material that has been damaged. Replace all material found to be damaged.

1.08 Record Drawings

- A. The Contractor shall keep an accurate record of the as-built conditions of the irrigation system. These records shall be updated daily and kept at the construction site. At any time, the Inspector may examine the conditions of the “as-builts” to ensure compliance of the above.
- B. Dimensions shall be recorded from two (2) permanent points of reference.
- C. The City may at its discretion withhold progress payments to the Contractor if the as-built records are not updated to the satisfaction of the City.

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PART 2 - PRODUCTS**2.01 General**

- A. All materials specified shall be new, bearing the brand name, type, serial numbers and model number as shown on the Plans and as specified herein, unless otherwise accepted in writing.

2.02 Backfill Material

- A. Backfill shall be clean, screened, on-site material, free from organic material, large clods of earth and/or rock larger than one (1) inch in diameter, trash, debris, rubbish, tree trunks, broken concrete or asphalt and other unacceptable material.
- B. Material larger than one (1) inch shall be removed from site and legally disposed. All removal shall be the responsibility of the Contractor.

2.03 Pipe**A. PVC Pressurized Mainline**

1. For lines three inch (3") or larger: polyvinyl chloride (PVC) 1120-1220, SDR 21, Class 200 rubber gasketed pipe, and NSF accepted per Standard No. 14, Type I, Grade I. Conform to:

Material	ASTM
Pipe	D1784, D2241
Rubber Gasket	F477

2. For lines two and one half inches (2-1/2") or smaller: Schedule 40 polyvinyl chloride (PVC) 1120-1220, and NSF accepted per Standard No. 14, Type I, Grade I. Conform to:

Material	ASTM
Pipe	D1784, D1785

B. PVC Non-Pressurized Lateral Lines

1. Schedule 40 polyvinyl chloride (PVC) 1120-1220, SDR 21.0, NSF accepted per Standard No. 14, Type 1, Grade II.

C. Recycled Water

1. Pipes shall meet the standards outlined in Sections 2.08, A and B above, unless otherwise noted in the City of Roseville Design and Construction Standards for recycled water, latest edition.
2. All pipes containing recycled water shall be purple, NSF accepted and conform to the City of Roseville Design and Construction Standards, latest edition.

2.04 Fittings and Nipples

- A. Fittings for Mainline Pipe:

1. For all control valves on mainlines three inches (3") and larger, use painted, ductile iron saddle taps with double stainless steel straps and nuts Model #202 by Romac Industries, Inc. or accepted equal.
 2. For all other connections on mainlines three inches (3") and larger mainline pipe, use glued schedule 80 fittings.
 3. For all connections on mainlines two and one half inches (2-1/2") or smaller, use glued schedule 40 fittings.
- B. Fittings for Solvent Weld Pipe:
1. Schedule 40 for 2 1/2" pipes or smaller and Schedule 80 for 3" pipe and larger polyvinyl chloride (PVC), standard weight, conforming to ASTM D2466-73. Use Schedule 80 for all recycled water systems.
 2. Weld-on #P-70 primer and Weld-on #711 gray glue or accepted equal.
 3. Teflon tape for all threaded PVC fittings.
- C. Plastic Nipples shall be Schedule 80, Type 1, Grade 1, polyvinyl chloride (PVC), threaded at both ends, and conforming to ASTM D1784 -85. Nipples shall be uniformly gray.
- D. Fittings for Recycled Pipe:
1. Fittings shall meet the standards outlined in Sections 2.09, A, B and C above, unless otherwise noted in the City of Roseville Design and Construction Standards for recycled water, latest edition.

2.05 Swing Joints

- A. Swings joints shall be as shown in the City Parks Construction Standard detail. Schedule 40 threaded PVC triple swing joints or an accepted equal.

2.06 Electric Remote Control Valve

- A. Sizes as shown on the Plans. All valves shall be Rainbird PEB series or accepted equal and shall contain the following:
1. a globe-type electric remote control, normally closed diaphragm type with slow opening and closing action,
 2. encapsulated solenoid type actuation,
 3. a minimum rating of twenty-four (24) volts,
 4. sixty (60) cycle,
 5. two to five (2-5) watts,
 6. a manual flow adjustment with shut-off provisions,
 7. provisions for an external "bleed" of the diaphragm chamber for manual operation.
 8. a ball valve on the inlet.
 9. Schedule 80 PVC threaded fittings from saddle tap to POC to valve.
- B. Valve boxes shall be rectangular, rigid plastic valve boxes with lockable lids and extensions by Carson Industries, LLC or accepted equal. Valve box shall

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be sized appropriately to house entire valve assembly with space to accommodate maintenance access.

1. Boxes shall be colored green in potable applications, and purple for recycled water applications.
 2. Valve boxes used on recycled water systems shall be permanently colored purple through the manufacturer. Boxes painted purple will be rejected.
 3. Label lids using heat branded identification, T:Turf, S:Shrubs, B:Bubblers
- C. Controller station identification number shall be standard yellow tags with permanent numbers by Christy or accepted equal.

2.07 Irrigation Heads

- A. All irrigation heads shall conform to type, size, precipitation rate, gallons per minute discharge, pressure and throw radius as shown on the Plans, unless otherwise accepted in writing.
- B. In all available models, all irrigation heads shall have stainless steel risers, unless otherwise approved in writing.
- C. For recycled water applications, irrigation heads shall be colored purple, have debris pocket, and wiper seals with 3 touch points.
- D. Irrigation heads shall have built-in pressure regulation for pop up sprays and/or water-efficient heads.
- E. Include built-in check valve where applicable to prevent low head drainage.

2.08 Automatic Irrigation Controller

- A. Existing automatic controller is Calsense CS3000. Additional 2-Wire Decoders shall be CS-2W-2ST – 2 Station 2-Wire Decoders.

2.09 Control Wires

- A. 2-Wire Cable shall be Regency's Hunter Decoder Cable or Paige 7354D, or approved equal.
- B. Wire connections shall be 3M Scotchcast 3570G-N Connector Sealing Packs, or approved equal.

PART 3 - EXECUTION

3.01 Site Conditions

- A. Prior to start of irrigation work, review the site conditions to verify that stub- outs, points of connections, sizes of the points of connections, water pressure and other essential items necessary for irrigation work to commence are as shown on the Plans and as indicated in the Specifications.
- B. Notify the Inspector immediately of any existing conditions which are unacceptable for the commencement of irrigation work.

3.02 Coordination of Work

- A. Coordinate all work with other trades.
- B. The irrigation plan is diagrammatic. Whenever possible, locate all pipes in planted or turf areas. Do not scale off of the Plans. Where field conditions have changed, notify the Inspector immediately.

3.03 Excavation and Trenching

- A. Trenches shall be dug straight and in such a manner as to completely support the pipe continuously along the bottom of the trench. In rocky conditions, over-excavation and placement of clean bedding material may be required to ensure protruding rocks do not place undue stress on pipes. Trench layout shall follow that shown on the Plans, except where accepted by the City.
- B. The following minimum cover shall be provided for pipe:

Pipe Type	Minimum Cover
Pressurized Mainlines	24"
Non- Pressurized Lateral Lines	18"
Domestic Water Lines	24"
Control wires	24"
PVC Sleeves under Paving	18"
PVC Sleeves under Auto X-ings	24"

- C. Install detection wire, looped in and out of valve boxes and attached to all irrigation mainlines.
- D. High voltage wires shall not be installed in the same irrigation water line trench.

3.04 Testing and Flushing

- A. Pressure Testing shall occur only when the following conditions can be fulfilled:

Item Description	Condition
Quick coupler valves	Installed and capped
Electric remote control valves	Installed
Flow valve	Installed and open
Ball/Gate valves	Installed and open
Lateral lines	Disconnected
Welded PVC joints	Cured at least 24 hours
Pipe	Center loaded with backfill
Concrete Thrust Blocks	Installed and cured at least 48 hours
Couplings and fittings	Exposed
Detection wire	Installed

- B. A pressure gauge shall be installed at the lowest point of the line. Continuous pressure shall be applied at a rate of 125 psi for all mainlines. The pressure shall remain stable for a minimum of two hours with no detectable leakage. Upon completion of the test, a complete examination of the line shall be conducted by the City. Leaks resulting from the test shall be repaired and the

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line shall be re-tested. This process shall be repeated until the line passes the leakage test.

- C. All lines and risers shall be flushed prior to final installation of irrigation heads. All control valves shall be left open during the flushing process.

3.05 Backfilling and Compacting

- A. Backfilling of trenches shall not occur until all tests and reviews have been performed. See inspection record contained in the Parks Construction Standards, latest edition. Any trench that is prematurely backfilled may be required to be re-dug for review.
- B. Compaction of the trenched areas shall meet the following compaction rates of 95% in areas to receive paving and 85% in areas to be planted.
- C. Do not flood trenches unless otherwise accepted by the City.
- D. Sunken trenches shall be re-finished flush with the adjacent grades.

3.06 Pipe Installation

- A. Install irrigation pipe in planted areas whenever possible.
- B. All pipe and fittings shall be cleaned and free from dirt, dust and moisture.
- C. Pipe may be assembled along the trench at grade to avoid undue strain on the pipe or the fittings. All solvent weld connections shall be primed before applying glue. Snake the pipe within the trench to compensate for expansion and contraction.
- D. All PVC pipe and metal valve connections shall be made with threaded fittings consistent with drawings PK-15 and PK-16 of the City of Roseville Parks Construction Standards.
- E. All PVC-to-PVC threaded connections shall be made with Teflon tape.
- F. Install concrete thrust blocks in locations where rubber gasketed irrigation mainlines change directions, e.g. ells, tees; as required on other lines and fittings; and at the termination point of the mainline. Do not conduct a pressure test within 48 hours of the thrust block pours. The size of the thrust blocks shall be per manufacturer's instructions and shall be adequate in size to absorb thrusts up to the maximum internal water pressure. Refer to 3.18 Thrust Blocks.
- G. Use glued fittings for all connections inside of a sleeve and within 20' of a sleeve.

3.07 Electric Remote Control Valves

- A. Install per local codes, manufacturer's instructions, City of Roseville Design and Construction Standards and as shown on the Plans.
- B. Install one (1) electric remote control valve per box and whenever possible, group valve boxes together. Align boxes in a straight and neat row and flush to finish grade. Provide a minimum of six (6) inches between boxes.

- C. All valves shall be tagged for easy identification of valve number. Valve box lids shall be permanently marked identifying valve number and controller letter with heat branding using stencils in a uniform location on all boxes throughout.
- D. Each valve shall be separately saddle tapped. Manifolder valves shall be rejected.
- E. Locate valve boxes outside of turf areas, adjacent to paving, i.e. sidewalks, hardscape, etc. except where shown on the Plans.
- F. Provide a minimum of eighteen (18) inches of a complete set of spare control wires, looped, within all control valve boxes.

3.08 Irrigation Heads

- A. Install all heads where shown on the Plans and as specified herein.
- B. Turf rotary pop-up heads shall be placed two (2) inches from any edge of adjacent walkway, concrete mow band, concrete curb, header board or other hardscape edging, or as required by current WELO regulations.
- C. Rotary pop-up heads shall be installed flush with the top of finish grades of turf or planting areas.
- D. Sprinkler head riser nipples sizes shall match or be the same as the riser opening of the sprinkler body.
- E. Install sprinkler heads with internal check valves where heads are located in low drainage areas, i.e. bottom of berms, bottom of drainage swales, toe of slopes, etc.
- F. Install all heads perpendicular to ground surface with an offset from the edge of pavement as indicated in the details.

3.09 Control Wires

- A. Wherever possible, install control wires in common trenches with mainline. The wires shall be taped in bundles at ten (10) feet on center and laid to the side of the pipe. Provide slack between ties to allow for contraction.
- B. Wire valve to controller as shown on the plans.
- C. Where runs are long, provide an extra three (3) feet of extra ground and control wires looped at 200' intervals. Snake wires within trenches to allow for contraction.
- D. Line splices shall occur in valve boxes at grade, label and allowed only on lengths greater than 2500'. Show locations on as-built plans.
- E. Do not wrap wire around pipe or allow any wiring to be placed in concrete or concrete thrust blocks.
- F. Install two (2) spare wires starting from the controller, looped to each valve box to the furthest valve box, without splices.

February 2023

3.10 Coverage Test

- A. Prior to planting, the Contractor shall perform a coverage test to confirm that water coverage is complete and adequate, and produces no overspray onto hardscapes. Irrigation pressure readings at the head or emission device may also be taken as part of the coverage test to confirm adequate system hydraulics.
- B. The coverage test shall be performed on the entire irrigation system and shall be performed in the presence of the Parks Inspector. The irrigation system must be connected to the City water system through the water meter. Temporary connections are not allowed. On recycled water systems, the coverage test shall take place only after successful completion of the cross-connection test, with the recycled water meter in place.
- C. On Park projects containing turf, a comprehensive survey of the Distribution Uniformity (Low Quarter) of each irrigation zone containing turf shall be performed by a third-party, certified irrigation auditor prior to planting of turf. The irrigation system must be 100% complete, including functionality of the irrigation controller and booster pump, if present. The irrigation auditor shall prepare and submit a report listing each zone's Distribution Uniformity, including actual mapping data of individual catch cans recorded on irrigation plan sheets, and noting any potential deficiencies in the system leading to any inadequate findings. Reported deficiencies in Distribution Uniformity will be evaluated by the Project Manager and may require corrective measures prior to approval of turf planting. Deficiencies caused by improper installation shall be corrected at no additional cost to City.

3.11 Clean Up

- A. Each phase of work shall be immediately cleaned up. Excess equipment, material, etc., shall be legally disposed of and removed from site. All concrete, asphalt and/or decomposed granite paving shall be kept free of soil. Damage to such surfaces shall be immediately repaired to the satisfaction of the City.

PART 4 - GUARANTEE**4.01 General**

- A. Contractor shall provide a written guarantee covering all materials, equipment and workmanship furnished by him to be free of all defects after installation is accepted, including all defective parts that may have been found.
- B. All paved areas shall be swept clean and planted areas shall be weed-free.
- C. All irrigation heads shall be properly adjusted. Debris and refuse shall be removed from site prior to inspection.

4.02 Pre-Final (Punch List) Review

- A. See Section 01 10 00 1.16 - Summary of Work for notification process.

4.03 Final Review

- A. The Contractor shall demonstrate to the City, valve by valve, the entire irrigation system to be operable. All heads shall be adjusted/flushed and all drip zones shall be flushed prior to the on-site review. Any item requiring adjustments shall be completed immediately and to the satisfaction of the City.
- B. Provide necessary training to City staff in the proper operations and maintenance of the booster pump.
- C. The date of final acceptance by the City Council or the recordation of the property transfer shall signify the start date of the warranty period. Final acceptance shall include the project in total and will not segregate any specific item or trade included in the construction of the project.

END OF SECTION

FOR COUNCIL APPROVAL
NOT FOR BIDDING

DRAWINGS

Project: SPORTS FENCING PROJECT

Project Drawing issued as a separate document titled:
"Maidu, Central, Crabb Park Fence Additions"
by Fuhrman Leamy, dated 2/15/23

FOR COUNCIL APPROVAL
NOT FOR BIDDING

DRAW

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of \$375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is

repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

FOR COUNCIL APPROVAL
NOT FOR BIDDING

MAIDU, CENTRAL & CRABB PARK - FENCE ADDITIONS



DESIGN • SERVICE • SOLUTIONS

2140 PROFESSIONAL DRIVE, SUITE 115

ROSEVILLE, CALIFORNIA 95661

916.783.5263 • FLLANDGROUP.COM

JOB NO. : CRV: 22073



PROJECT:

ROSEVILLE, CA

CLIENT:

CITY OF ROSEVILLE

REVISIONS		DATE
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1 OF 14 SHEETS

1. THE CONTRACTOR SHALL NOT BEGIN ANY WORK SHOWN ON THESE PLANS UNTIL THE CITY PLANNERS' SIGNATURE OF APPROVAL IS AFFIXED HEREON AND ALL APPLICABLE PERMITS HAVE BEEN OBTAINED.
2. CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, OWNER, ENGINEER, AND LANDSCAPE ARCHITECT HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM SOLE NEGLIGENCE OF THE CITY, OWNER, ENGINEER, OR LANDSCAPE ARCHITECT.
3. THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE SHALL CONTACT ALL UTILITY COMPANIES FOR VERIFICATION OF THE CONSTRUCTION SITE OF THE LOCATIONS OF ALL UNDERGROUND FACILITIES WHERE SUCH FACILITIES MAY CONFLICT WITH PLACEMENT OF IMPROVEMENTS SHOWN ON THE PLAN. CALL UNDERGROUND SERVICE ALERT AT 800-642-2444 PRIOR TO ANY EXCAVATION.
4. EACH PHASE OF THE PROJECT MUST BE CALLED TO U.S.A. AND CONTINUING EXCAVATION REPORTED EVERY 14 CALENDAR DAYS, AS THE MARKINGS ARE NOT PERMANENT AND WILL FADE OUT. IF THE U.S.A. NOTIFICATIONS ARE NOT KEPT UP TO DATE, THE EXCAVATION MAY BE STOPPED AND A NEW TWO WORKING DAYS NOTICE WILL BE REQUIRED BEFORE CONTINUING THE EXCAVATION.
5. UNLESS OTHERWISE NOTED ON THE DRAWINGS, SPECIFICATIONS OR SPECIFIED IN THE SPECIAL PROVISIONS, THE CONTRACTOR SHALL MAINTAIN IN SERVICE ALL DRAINAGE, WATER, SEWER AND GAS LINES, INCLUDING HOUSE SERVICES, POWER, LIGHTING, TELEPHONE AND CABLE T.V. CONDUITS. CONTRACTOR MAY, AT HIS/HER COST, ARRANGE FOR DISCONNECTION OF HOUSE SERVICES OR OTHER FACILITIES.
6. CONTRACTOR WILL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES ON ALL PROJECTS BEING CONSTRUCTED INSIDE OR OUTSIDE OF PUBLIC RIGHTS-OF-WAY. THE UTILITY OWNER MAY ELECT TO PROVIDE THE NECESSARY PROTECTIVE MEASURES THEMSELVES AND BILL THE CONTRACTOR FOR THIS COST. EXISTING UTILITIES WILL FURTHER TRAFFIC CONTROL DEVICES, CONDUITS, STREET LIGHTS, AND ANY RELATED APPURTENANCES.
7. VERIFY ALL DIMENSIONS, DISTANCES AND GRADES IN THE FIELD AND BRING ANY DISCREPANCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WITH THE WORK.
8. PROVIDE ALL CLEARING, DEMOLITION, REMOVAL, AND SITE PREPARATION NECESSARY FOR THE PROPER EXECUTION OF ALL WORK SHOWN ON THESE DRAWINGS AND DESCRIBED IN THE SPECIFICATIONS.
9. THE CONTRACTOR WILL BE HELD TO HAVE EXAMINED THE SITE AND TO HAVE COMPARED IT WITH THE DRAWINGS AND SPECIFICATIONS, TO HAVE CAREFULLY EXAMINED ALL THE CONTRACTOR DOCUMENTS, AND IS TO HAVE SATISFIED THEMSELVES AS TO THE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED BEFORE ENTERING INTO THIS CONTRACT. NO ALLOWANCE SHALL SUBSEQUENTLY BE MADE ON BEHALF OF THE CONTRACTOR ON ACCOUNT OF AN ERROR ON HIS/HER PART OR HIS/HER NEGLIGENCE OR FAILURE TO ACQUAINT THEMSELVES WITH THE CONDITIONS OF THE SITE OR THE STREETS OR ROADS APPROACHING THE SAME.
10. CONTRACTOR WILL ARRANGE FOR AND PAY ALL NECESSARY PERMITS FOR THE WORK SHOWN ON THESE PLANS AND INDICATED IN THE SPECIFICATIONS.
11. CONTRACTOR WILL PROVIDE POSITIVE DRAINAGE IN ALL AREAS, MIN. 2% IN PLANTING AREAS). CONTRACTOR SHALL BRING ANY DISCREPANCIES TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO COMMENCING WITH ANY FURTHER WORK.
12. CONTRACTOR WILL REMOVE FROM THE SITE ALL DEBRIS AND UNSUITABLE MATERIAL GENERATED DURING AND BY THEIR OPERATIONS.
13. CONTRACTOR SHALL PROTECT EXISTING DRAINAGE PATTERNS UNLESS OTHERWISE NOTED ON THE DRAWINGS.
14. ALL WRITTEN DIMENSIONS WILL SUPERSEDE SCALED DISTANCES. DIMENSIONS ARE FROM FACE OF BUILDINGS, CURBS, WALLS, PROPERTY LINES OR AS NOTED ON THE DRAWINGS.
15. CONTRACTOR WILL VERIFY LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WITH WORK. ANY DISRUPTION OR DAMAGE TO UTILITIES CAUSED BY WORK UNDER THIS CONTRACT WILL BE CORRECTED BY THE CONTRACTOR.
16. TEMPORARY WATER AND ELECTRICAL SUPPLY WILL BE MADE AVAILABLE ONSITE FROM THE OWNER. CONTACT THE OWNER'S REPRESENTATIVES FOR EXACT LOCATION.
17. CONTRACTOR WILL PROVIDE PORTABLE SANITARY FACILITIES ADEQUATE FOR ALL WORKERS. FACILITIES ARE SUBJECT TO APPROVAL BY THE HEALTH DEPARTMENT.
18. THIS PROJECT MUST COMPLY WITH ALL REQUIREMENTS OF LOCAL OR STATE (AB325) REQUIREMENTS, WHICHEVER IS APPLICABLE FOR WATER CONSERVATION OR LANDSCAPED AREAS.
19. ALL GROUND-MOUNTED MECHANICAL EQUIPMENT TO BE SCREENED WITH LANDSCAPING. REFER TO LANDSCAPE DRAWINGS FOR DETAILS.
20. REFER TO LANDSCAPE DRAWINGS FOR EXTERIOR LIGHTING AT ENTRIES, RECREATION CENTER, TOT LOT, AND OPEN SPACE AREAS. LIGHTING TO BE LOW VOLTAGE.
21. THE PARKING LOT STRIPING AND SIGNING SHALL BE MAINTAINED IN A VISIBLE AND LEGIBLE MANNER.
22. ALL COMPLEX SIGNAGE IS NOT A PART OF THIS SUBMITTAL. A SEPARATE SIGN PERMIT APPLICATION SHALL SUBMITTED.
23. BUILDING PERMIT PLANS SHALL COMPLY WITH ALL APPLICABLE CODE REQUIREMENTS (UNIFORM BUILDING CODE - UBC, UNIFORM MECHANICAL CODE - UMC, UNIFORM PLUMBING CODE - UPC, AND NATIONAL ELECTRICAL CODE - NEC), CALIFORNIA TITLE 24 AND THE AMERICANS WITH DISABILITIES ACT - ADA REQUIREMENTS, THE ROSEVILLE BUILDING SECURITY ORDINANCE, AND ALL STATE AND FEDERALLY MANDATED REQUIREMENTS IN EFFECT AT THE TIME OF SUBMITTAL FOR BUILDING PERMITS. (CONTACT THE BUILDING DEPARTMENT FOR APPLICABLE CODE EDITIONS).
24. PROVIDE A MINIMAL CLEARANCE OF 3' AROUND ALL FIRE HYDRANTS, FIRE SPRINKLER CONNECTIONS AND VALVES.

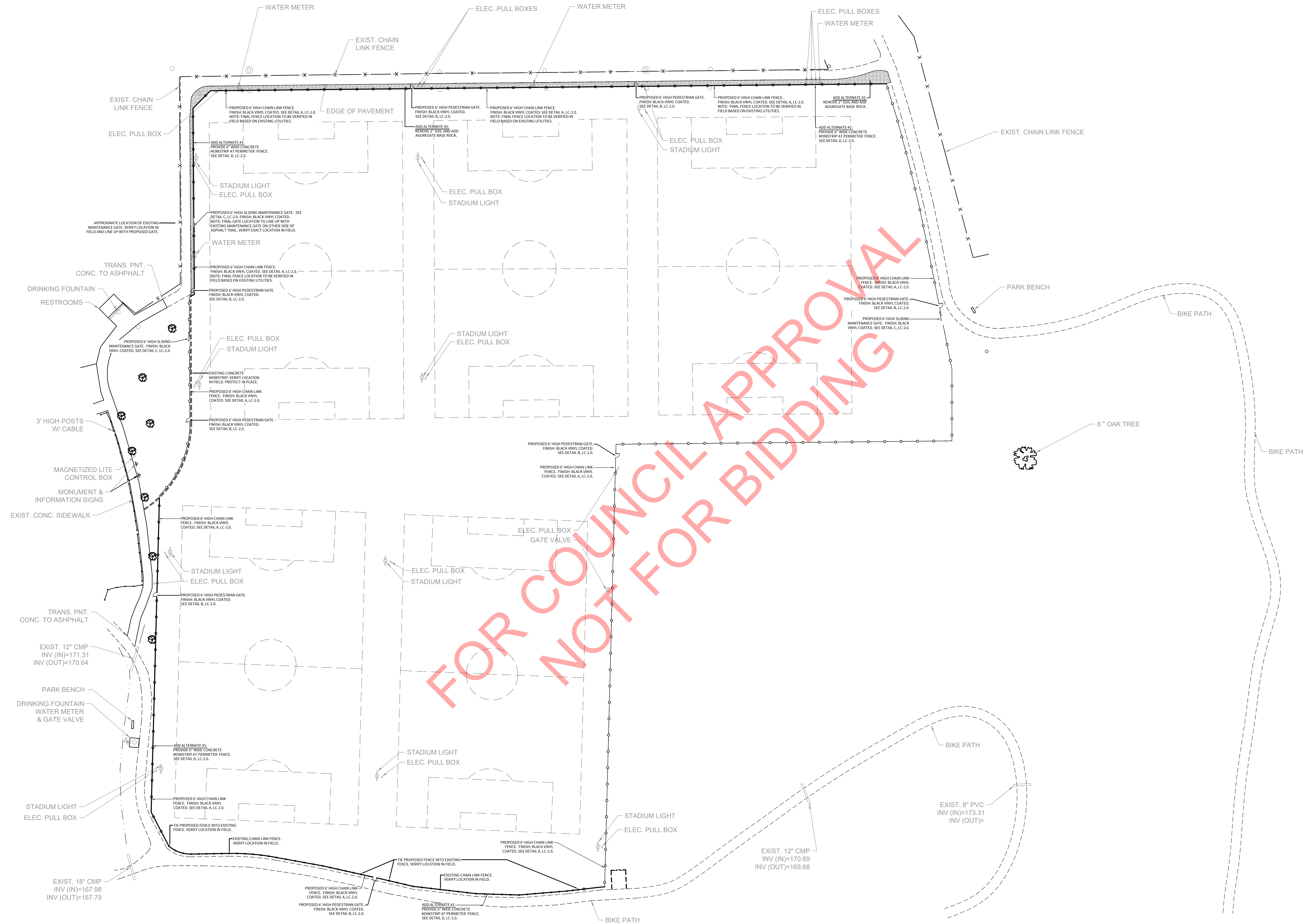


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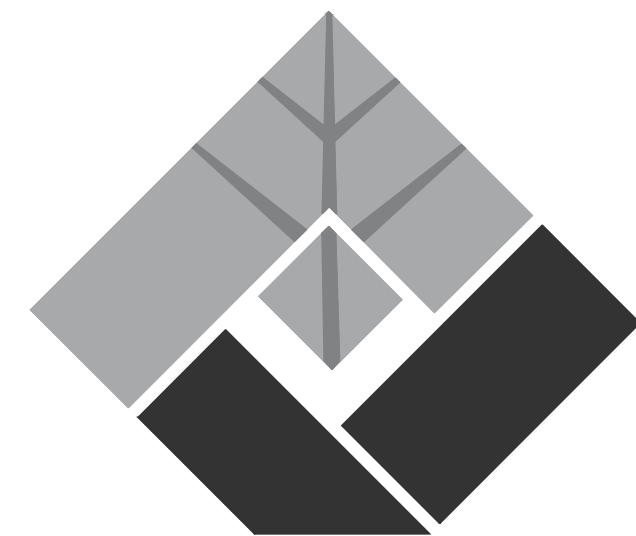
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LC-1.0	LANDSCAPE CONSTRUCTION PLAN: MAIDU PARK	2
LC-1.1	LANDSCAPE CONSTRUCTION PLAN: MAIDU PARK	3
LC-1.2	LANDSCAPE CONSTRUCTION PLAN: MAIDU PARK	4
LC-1.3	LANDSCAPE CONSTRUCTION PLAN: MAIDU PARK	5
LC-1.4	LANDSCAPE CONSTRUCTION PLAN: CENTRAL PARK	6
LC-1.5	LANDSCAPE CONSTRUCTION PLAN: CRABB PARK	7
LC-2.0	LANDSCAPE CONSTRUCTION DETAILS	8
LI-1.1	LANDSCAPE IRRIGATION PLAN: MAIDU PARK	9
LI-1.2	LANDSCAPE IRRIGATION PLAN: MAIDU PARK	10
LI-1.3	LANDSCAPE IRRIGATION PLAN: MAIDU PARK	11
LI-1.4	LANDSCAPE IRRIGATION PLAN: CENTRAL PARK	12
LI-1.5	LANDSCAPE IRRIGATION PLAN: CRABB PARK	13
LI-2.0	LANDSCAPE IRRIGATION DETAILS	14
TOTAL SHEETS:		14

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE ALL MATERIALS AND WORK AS DETAILED IN THE CITY OF ROSEVILLE PARKS CONSTRUCTION STANDARDS - JULY 2019 AND THE CITY OF ROSEVILLE DESIGN & CONSTRUCTION STANDARDS - JANUARY 2019. CONTRACTOR SHALL PROVIDE SUBMITTALS BASED ON THE PROVIDED DRAWINGS AND ALL REQUIREMENTS IN THE ABOVE MENTIONED GUIDELINES.

FUHRMAN LEAMY LAND GROUP HEREBY EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF FUHRMAN LEAMY LAND GROUP. NO PART OF THESE PLANS IS TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE WRITTEN PERMISSION AND CONSENT OF FUHRMAN LEAMY LAND GROUP.



MAIDU PARK: OVERALL FENCE EXHIBIT



FUHRMAN LEAMY
LAND GROUP
DESIGN • SERVICE • SOLUTIONS
2140 PROFESSIONAL DRIVE, SUITE 115
ROSEVILLE, CALIFORNIA 95661
916.783.5263 • FLANDGROUP.COM

JOB NO. : CRV 22073



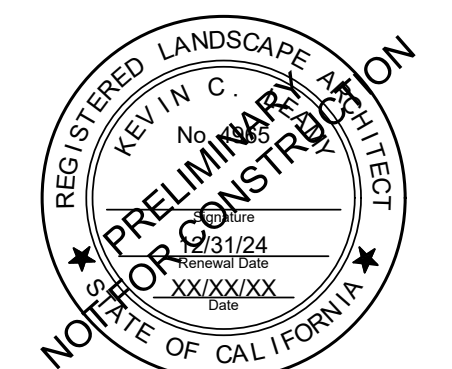
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MAIDU, CENTRAL,
& CRABB PARK -
FENCE ADDITIONS

ROSEVILLE, CA

CLIENT:
CITY OF ROSEVILLE

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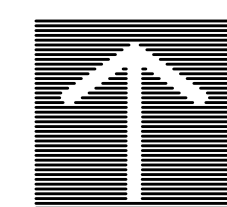
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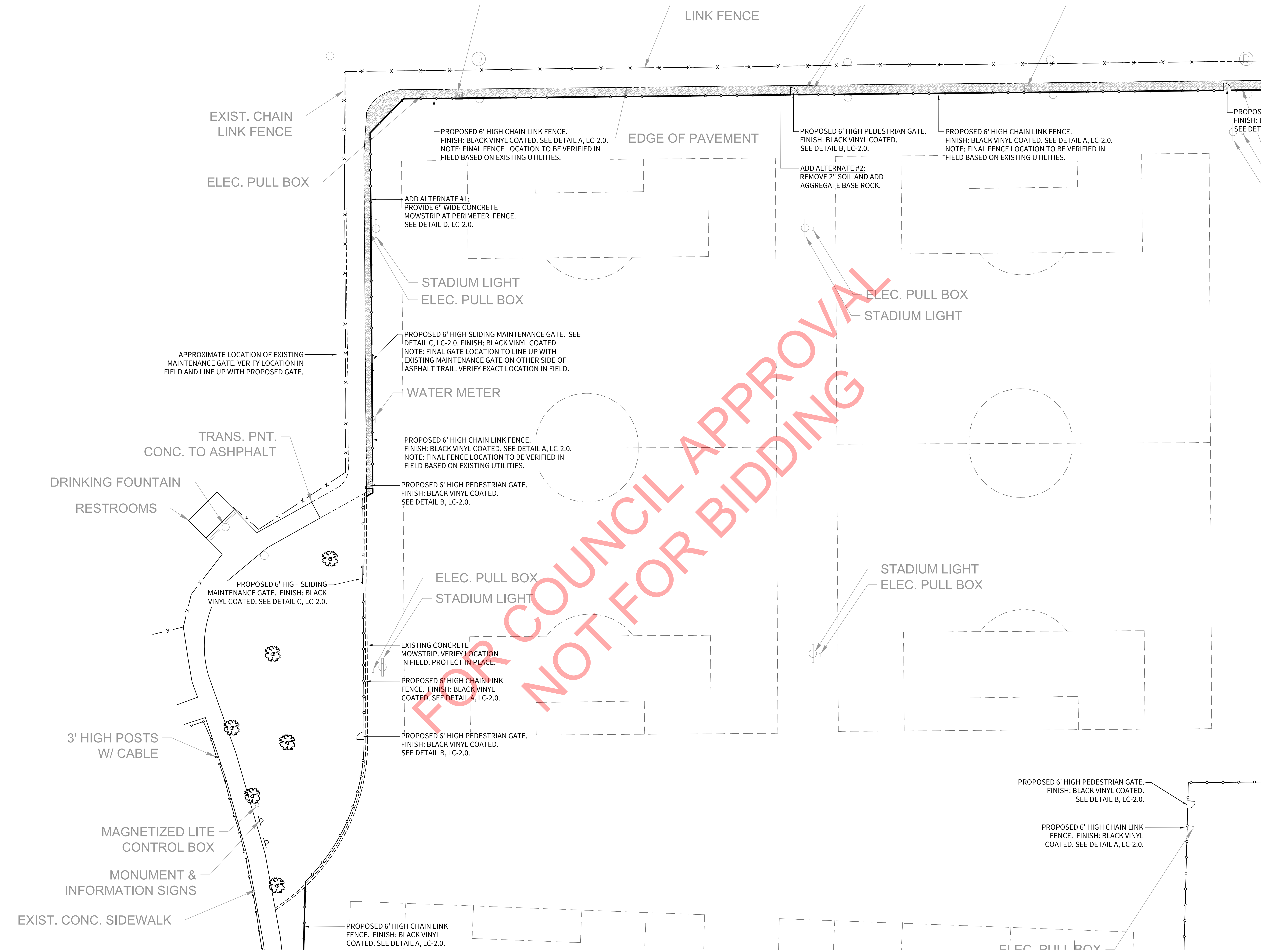
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2 OF 14 SHEETS

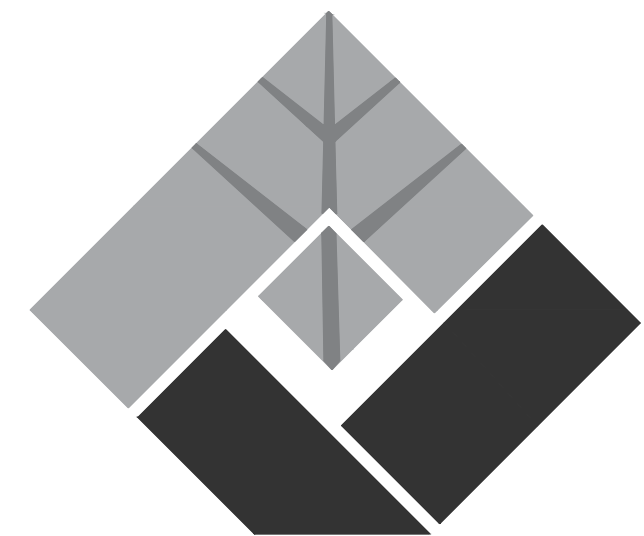
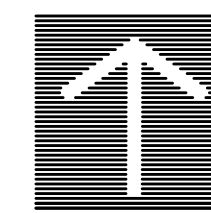
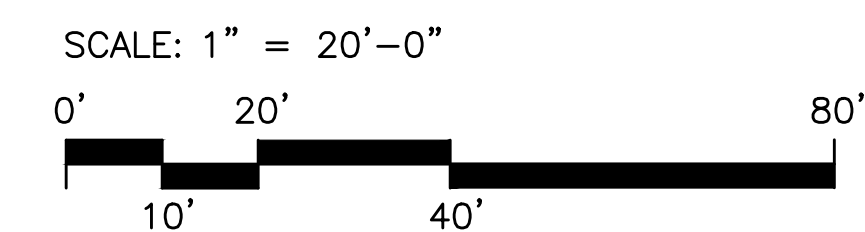
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MAIDU PARK: FENCE EXHIBIT



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LAND GROUP
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JOB NO. : CRV 22073



PROJECT:

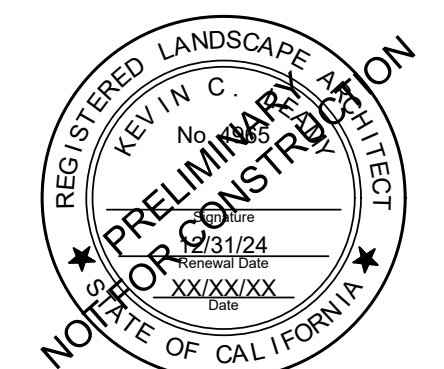
MAIDU, CENTRAL,
& CRABB PARK -
FENCE ADDITIONS

ROSEVILLE, CA

CLIENT:

CITY OF ROSEVILLE

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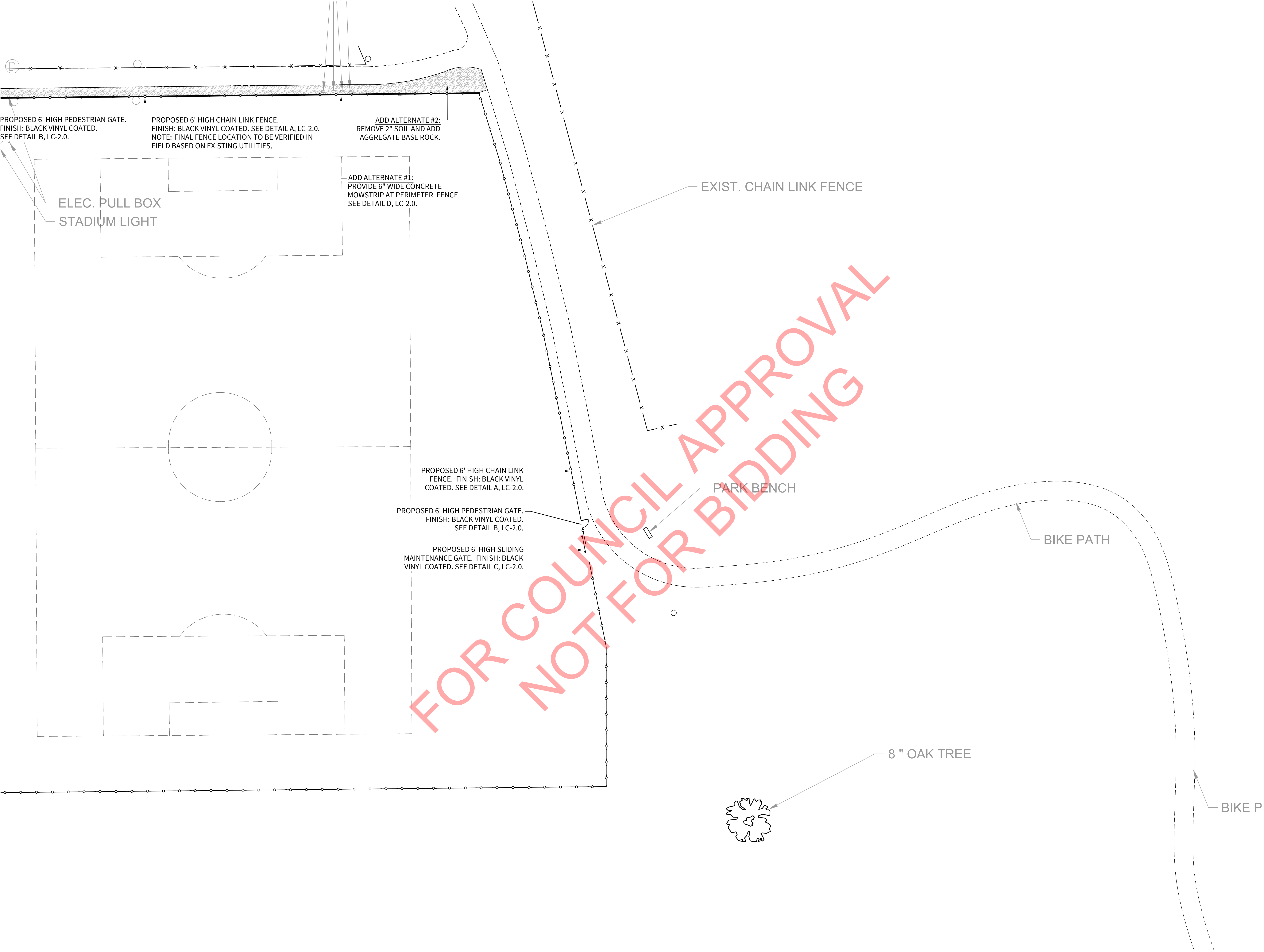
LANDSCAPE
CONSTRUCTION
PLAN: MAIDU PARK

SHEET

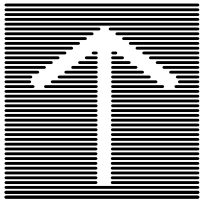
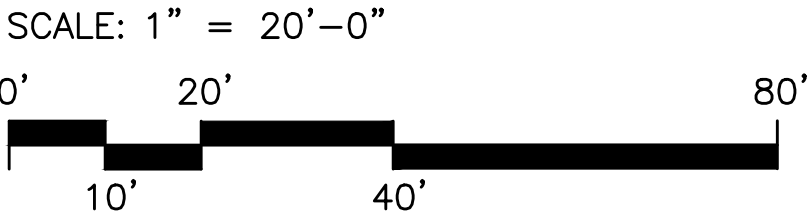
LC-1.1

3 OF 14 SHEETS

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MAIDU PARK: FENCE EXHIBIT



JOB NO. : CRV-22073



PROJECT:
**MAIDU, CENTRAL,
& CRABB PARK -
FENCE ADDITIONS**

ROSEVILLE, CA

CLIENT:
CITY OF ROSEVILLE

REVISIONS	DATE
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CHECKED BY : KCL
SCALE : AS SHOWN

SHEET TITLE:
**LANDSCAPE
CONSTRUCTION
PLAN: MAIDU PARK**

SHEET

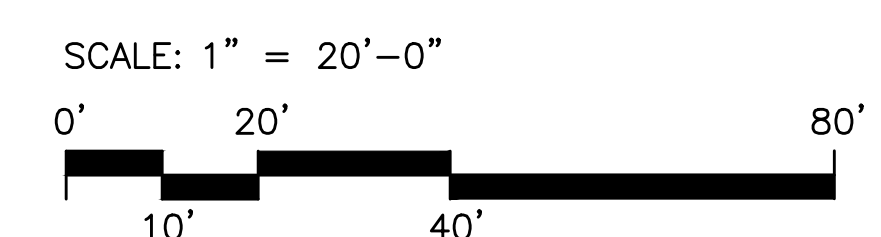
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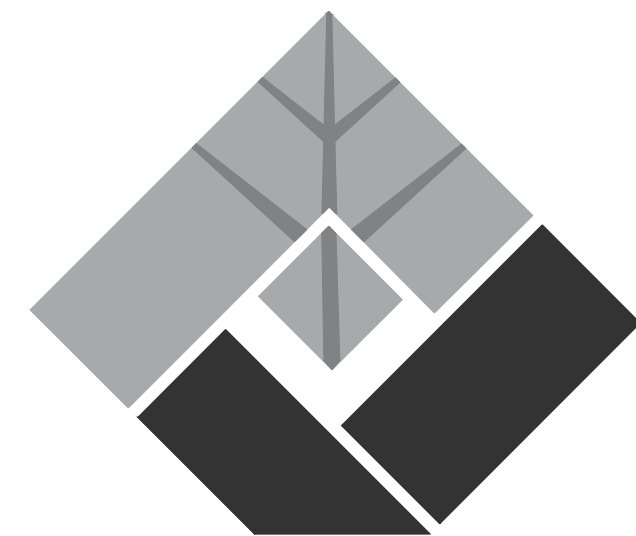
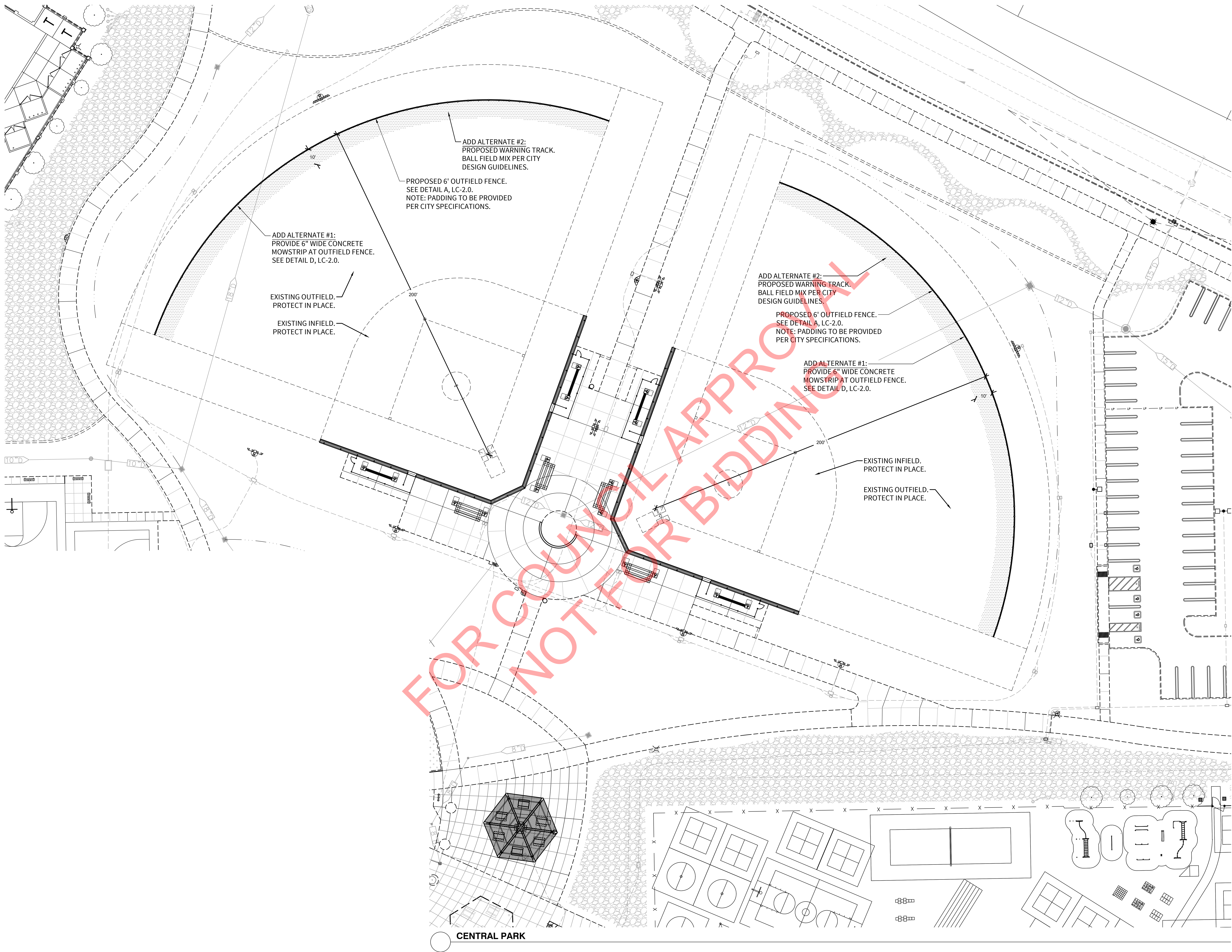
LANDSCAPE
CONSTRUCTION
PLAN: MAIDU PARK

LC-1.3

5 OF 14 SHEETS



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JOB NO. : CRV 22073



PROJECT:

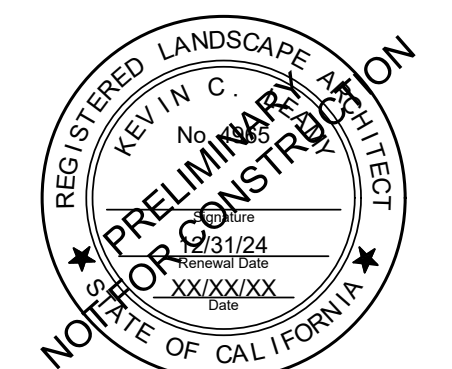
**MAIDU, CENTRAL,
& CRABB PARK -
FENCE ADDITIONS**

ROSEVILLE, CA

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CITY OF ROSEVILLE

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SCALE: AS SHOWN

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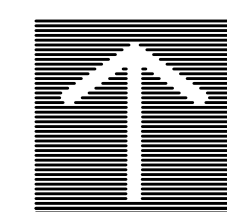
**LANDSCAPE
CONSTRUCTION
PLAN: CENTRAL PARK**

SHEET

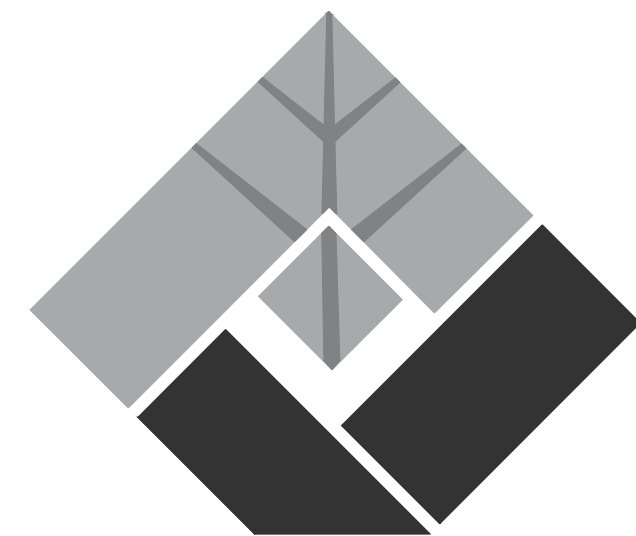
LC-1.4

6 OF 14 SHEETS

SCALE: 1" = 20'-0"
0' 10' 20' 40' 80'



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PROJECT:
**MAIDU, CENTRAL,
& CRABB PARK -
FENCE ADDITIONS**

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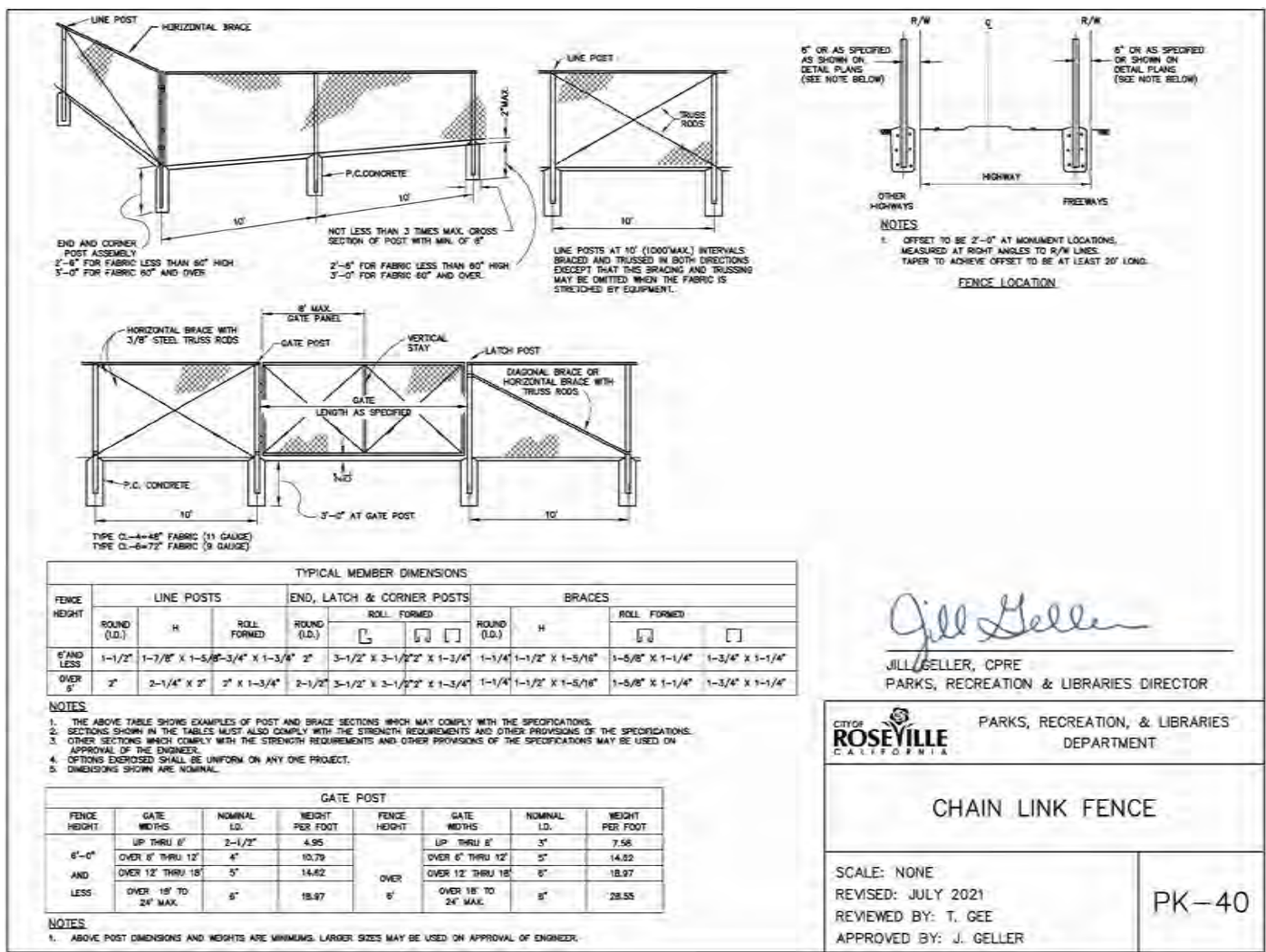


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CHECKED BY : KCL
SCALE : AS SHOWN

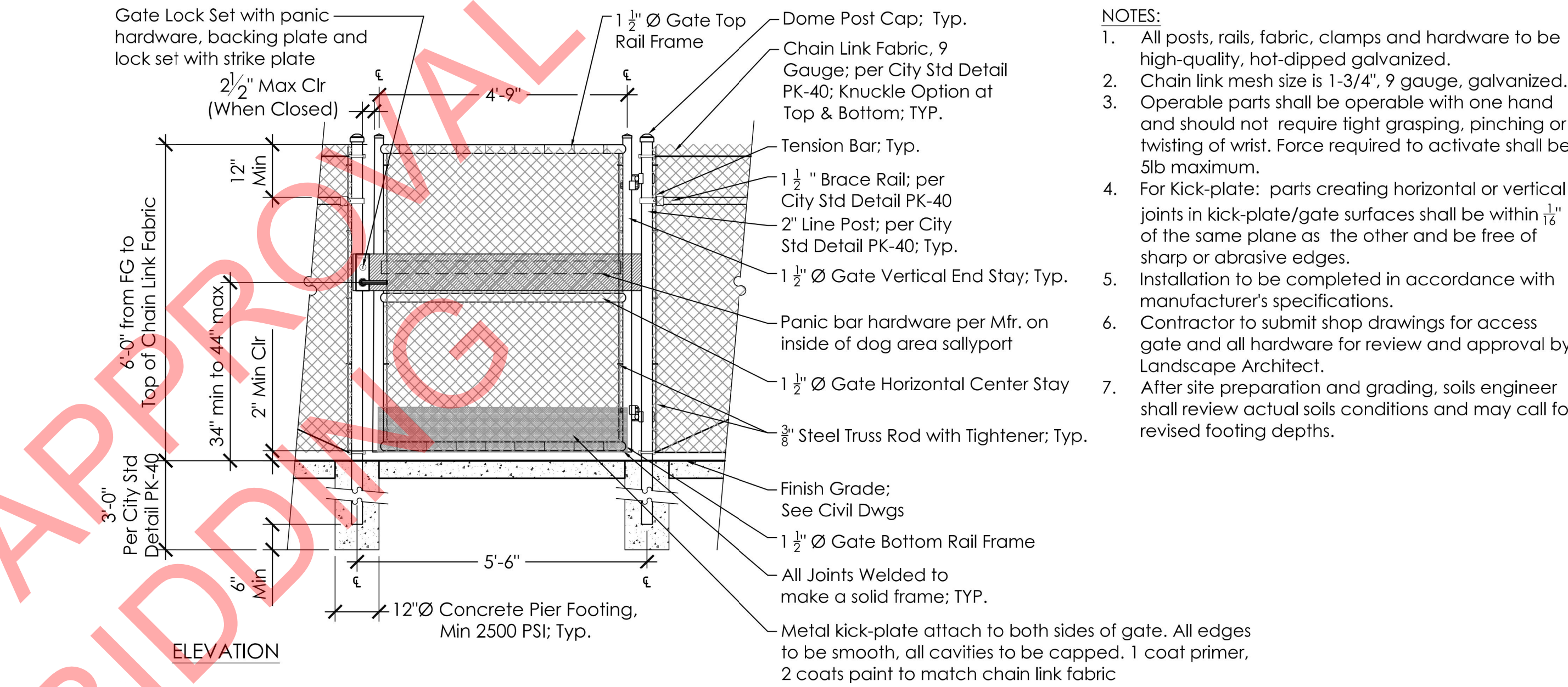
SHEET TITLE:
**LANDSCAPE
CONSTRUCTION
PLAN: CRABB PARK**

SHEET
LC-1.5
7 OF 14 SHEETS

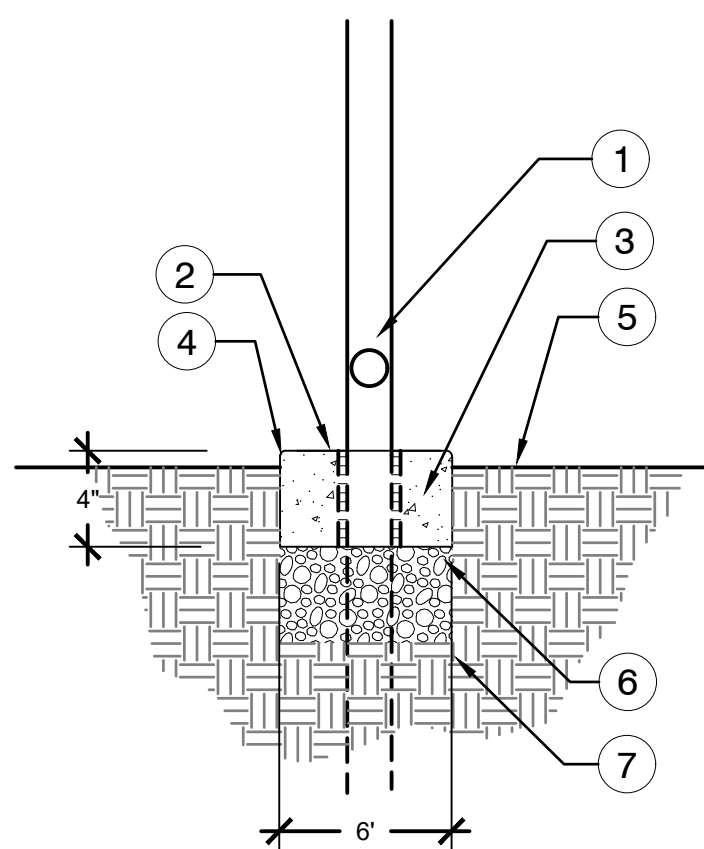
FUHRMAN LEAMY LAND GROUP HEREBY EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF FUHRMAN LEAMY LAND GROUP. NO PART ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION AND CONSENT.



A CHAIN LINK FENCE
NOT TO SCALE
PR-22073-40

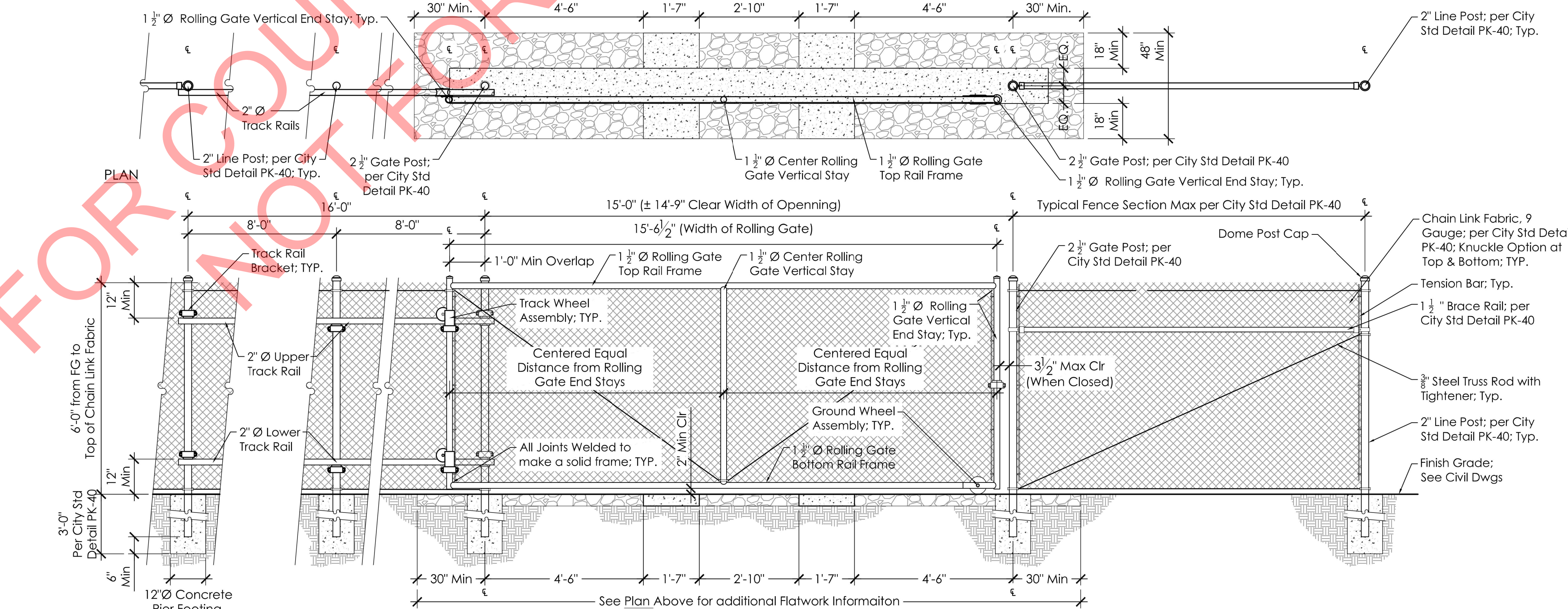


- NOTES:
1. All posts, rails, fabric, clamps and hardware to be high-quality, hot-dipped galvanized.
 2. Chain link mesh size is 1-3/4", 9 gauge, galvanized.
 3. Operable parts shall be operable with one hand and should not require tight grasping, pinching or twisting of wrist. Force required to activate shall be 5lb maximum.
 4. For Kick-plate: parts creating horizontal or vertical joints in kick-plate/gate surfaces shall be within 1/8" of the same plane as the other and be free of sharp or abrasive edges.
 5. Installation to be completed in accordance with manufacturer's specifications.
 6. Contractor to submit shop drawings for access gate and all hardware for review and approval by Landscape Architect.
 7. After site preparation and grading, soils engineer shall review actual soils conditions and may call for revised footing depths.



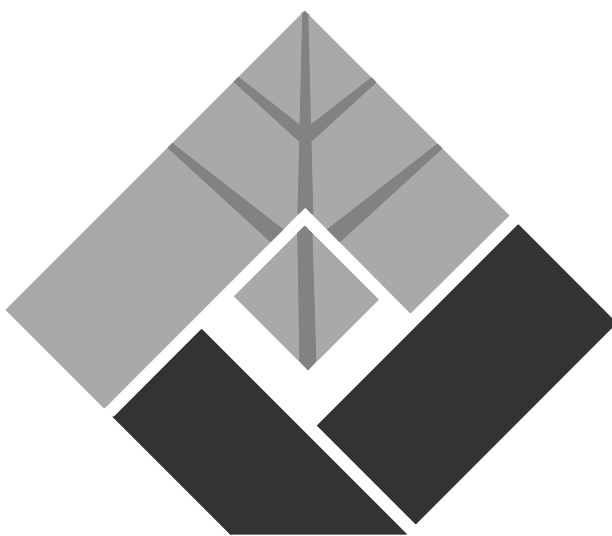
- NOTES:
1. FENCE POST CENTERED IN MOWSTRIP. PROVIDE 3/8" FELT EXPANSION JOINT AROUND POST AT CONCRETE.
 2. 4" X 6" CONCRETE MOWSTRIP.
 3. COMPACTED SUB-GRADE TO 90% RELATIVE COMPACTION.
 4. 1/4" RADIUS TOOLED EDGE, TYP.
 5. FINISH GRADE.
 6. COMPACTED BASE ROCK, DEPTH AND SPECIFICATIONS PER PROJECT SOILS REPORT.
1. SEE LAYOUT PLAN FOR ADJACENT PAVEMENT SURFACES.

D 6" CONCRETE MOWSTRIP WITH METAL FENCE
1 1/2" x 1'-0"
PR-22073-11
ADD ALTERNATE #1



- NOTES:
1. All posts, rails, fabric, clamps and hardware to be high-quality, hot-dipped galvanized.
 2. Chain link mesh size is 1-3/4", 9 gauge, galvanized.
 3. Operable parts shall be operable with one hand and should not require tight grasping, pinching or twisting of wrist. Force required to activate shall be 5lb maximum.
 4. Installation to be completed in accordance with manufacturer's specifications.
 5. Contractor to submit shop drawings for rolling gate and all hardware for review and approval by Landscape Architect.
 6. After site preparation and grading, soils engineer shall review actual soils conditions and may call for revised footing depths.

C MANUAL ACCESS PEDESTRIAN GATE



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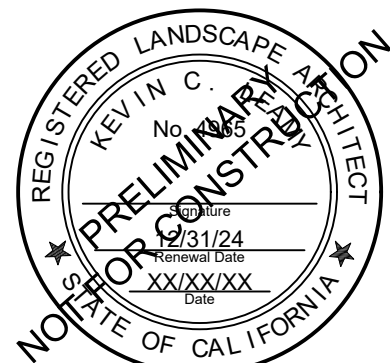
PROJECT:

MAIDU, CENTRAL, & CRABB PARK - FENCE ADDITIONS

ROSEVILLE, CA

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CHECKED BY: KCL
SCALE: AS SHOWN

SHEET TITLE:
LANDSCAPE CONSTRUCTION DETAILS

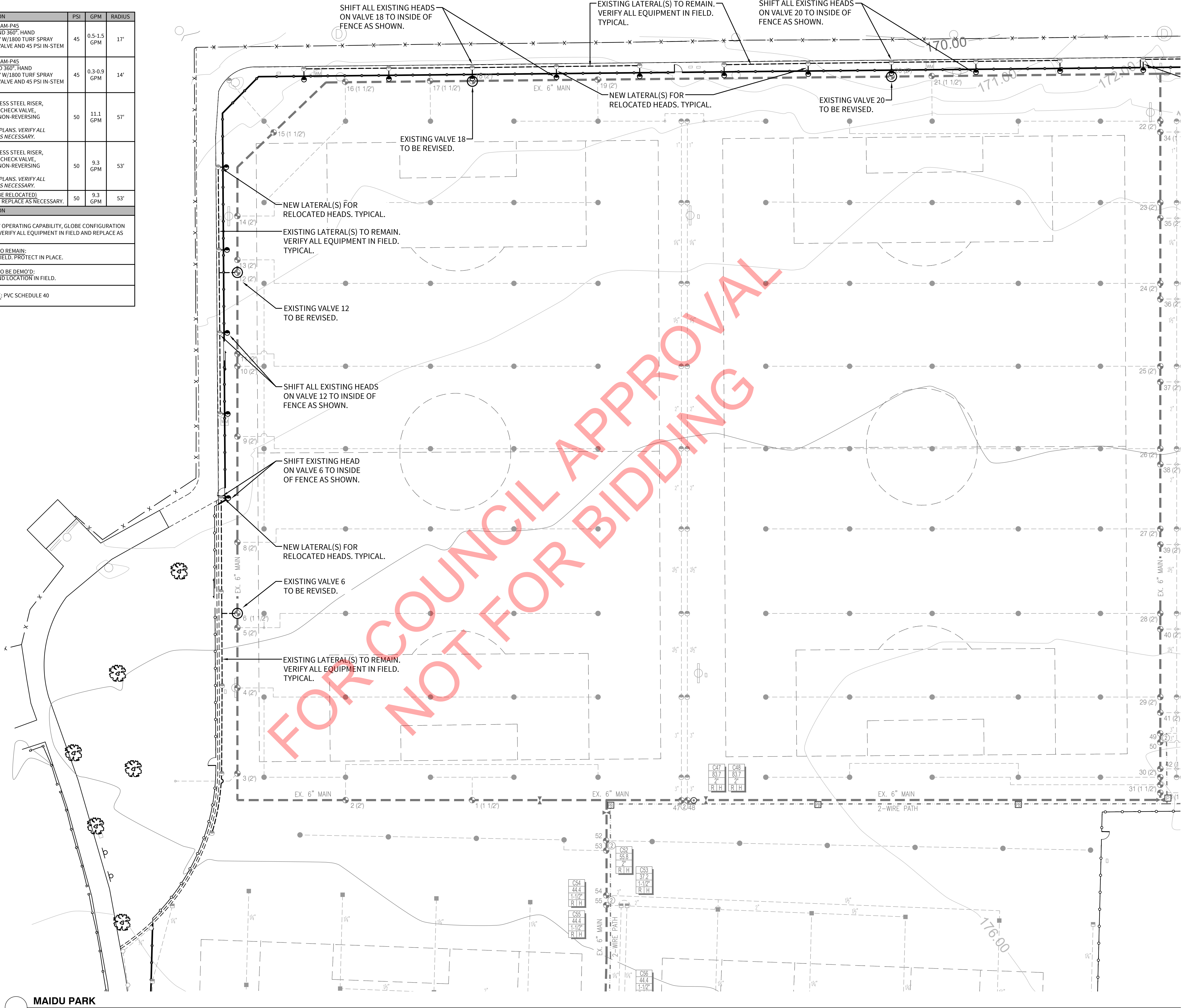
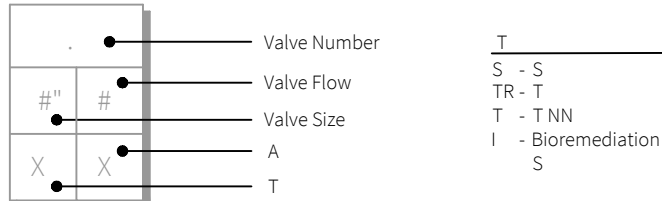
SHEET

LC-2.0

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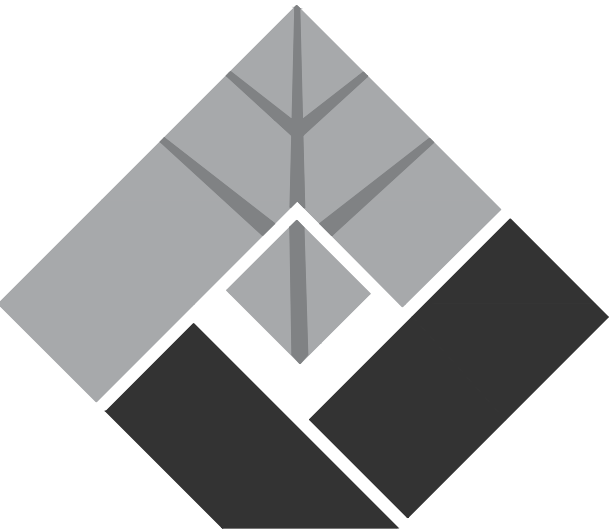
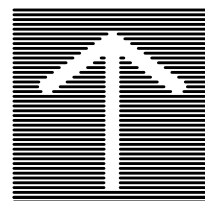
IRRIGATION LIST & LEGEND

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI	GPM	RADIUS
	EXISTING RAIN BIRD: RVN18 - RD06-SAM-P45 TURF ROTARY, 13FT.-18FT. 45-270° AND 360°. HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 6IN. POP-UP. WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR.	45	0.5-1.5 GPM	17'
	EXISTING RAIN BIRD: RVN14 - RD06-SAM-P45 TURF ROTARY, 8FT.-14FT. 45-270° AND 360°. HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 6IN. POP-UP. WITH CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR.	45	0.3-0.9 GPM	14'
	EXISTING RAIN BIRD: 8005-SS 12 TURF ROTOR, 5IN. POP-UP W/STAINLESS STEEL RISER, STANDARD NOZZLE W/SEAL-A-MATIC CHECK VALVE, ADJUSTABLE 50-330° ARC, AND 360° NON-REVERSING FULL-CIRCLE. NOTE: ADJUST HEADS AS NOTED ON PLANS. VERIFY ALL EQUIPMENT IN FIELD AND REPLACE AS NECESSARY.	50	11.1 GPM	57'
	EXISTING RAIN BIRD: 8005-SS 10 TURF ROTOR, 5IN. POP-UP W/STAINLESS STEEL RISER, STANDARD NOZZLE W/SEAL-A-MATIC CHECK VALVE, ADJUSTABLE 50-330° ARC, AND 360° NON-REVERSING FULL-CIRCLE. NOTE: ADJUST HEADS AS NOTED ON PLANS. VERIFY ALL EQUIPMENT IN FIELD AND REPLACE AS NECESSARY.	50	9.3 GPM	53'
	EXISTING RAIN BIRD: 8005-SS 10 (TO BE RELOCATED). VERIFY ALL EQUIPMENT IN FIELD AND REPLACE AS NECESSARY.	50	9.3 GPM	53'
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION			
	EXISTING RAINBIRD: PEB-PRS-D REMOTE CONTROL VALVE. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION W/PRESSURE REGULATOR MODULE. VERIFY ALL EQUIPMENT IN FIELD AND REPLACE AS NECESSARY.			
	EXISTING IRRIGATION LATERAL LINE TO REMAIN. VERIFY ALL SIZES AND LOCATION IN FIELD. PROTECT IN PLACE.			
	EXISTING IRRIGATION LATERAL LINE TO BE DEMO'D. DEMO PER PLAN. VERIFY ALL SIZES AND LOCATION IN FIELD.			
	PROPOSED IRRIGATION LATERAL LINE: PVC SCHEDULE 40			



MAIDU PARK

SCALE: 1" = 20'-0"
0' 20' 80'
10' 40'



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JOB NO. : CRV 22073



PROJECT:

MAIDU, CENTRAL,
& CRABB PARK -
FENCE ADDITIONS

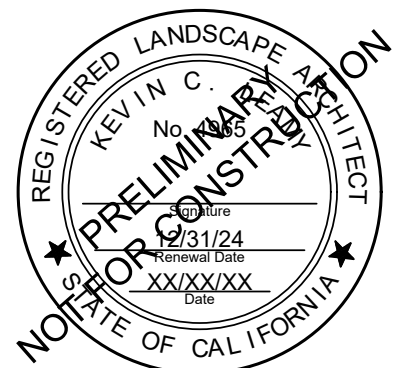
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SCALE : AS SHOWN

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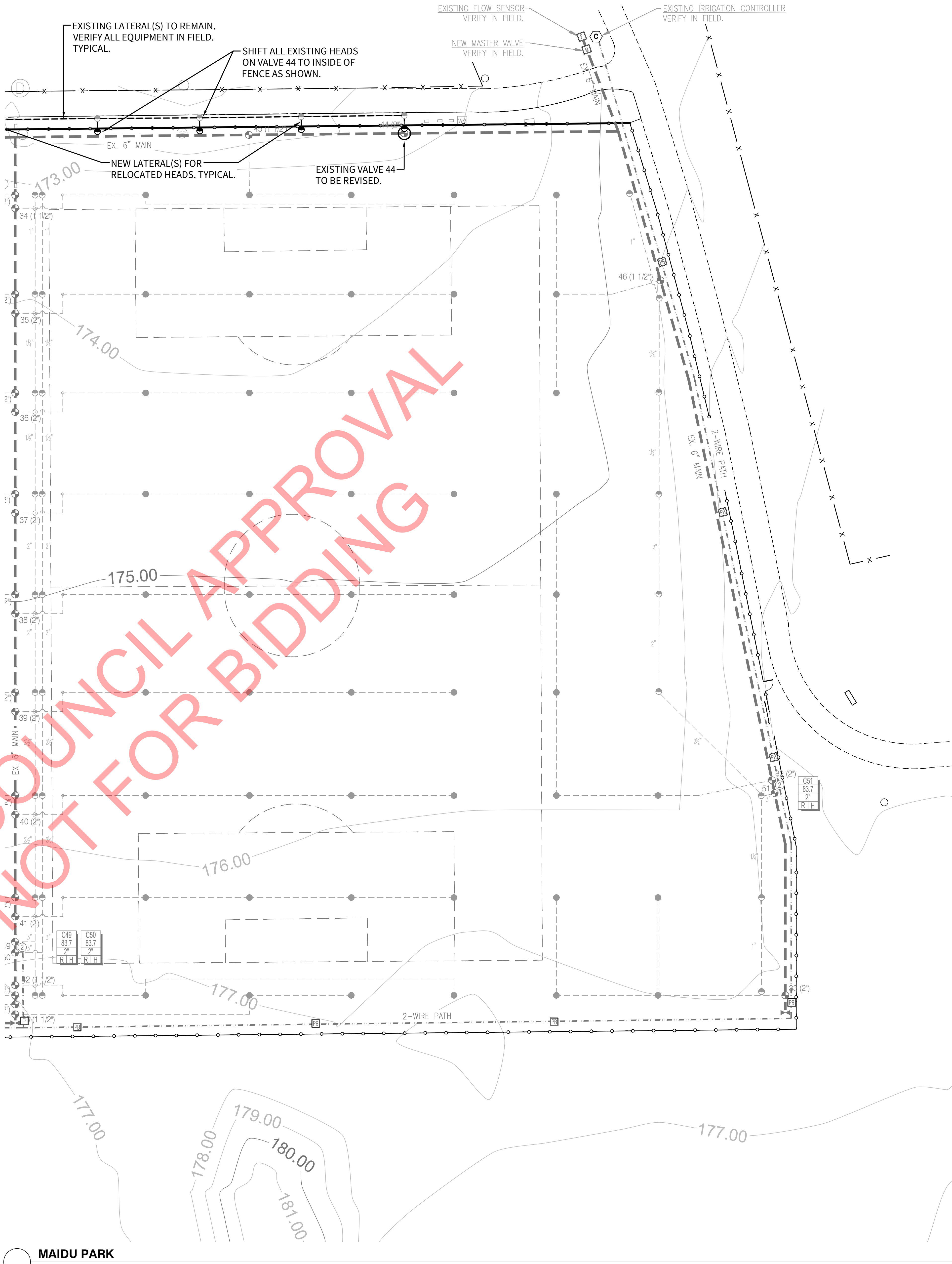
LANDSCAPE
IRRIGATION
PLAN: MAIDU PARK

SHEET

LI-1.1

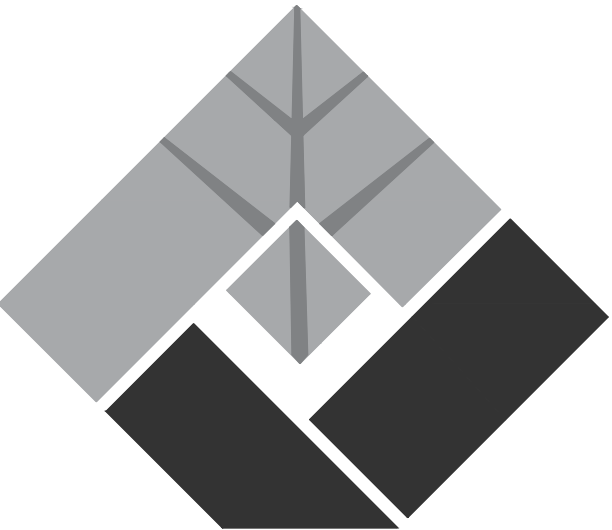
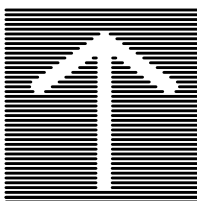
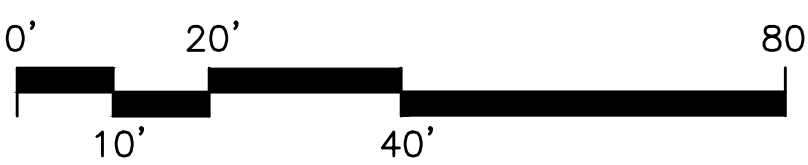
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FOR COUNCIL APPROVAL
NOT FOR BIDDING



MAIDU PARK

SCALE: 1" = 20'-0"



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JOB NO. : CRV 22073



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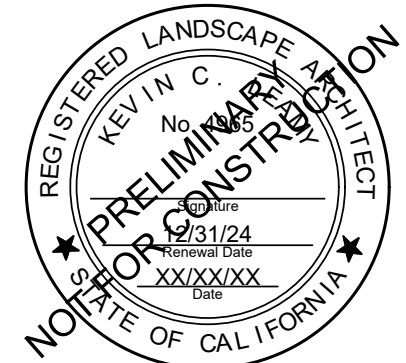
MAIDU, CENTRAL,
& CRABB PARK -
FENCE ADDITIONS

ROSEVILLE, CA

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SCALE : AS SHOWN

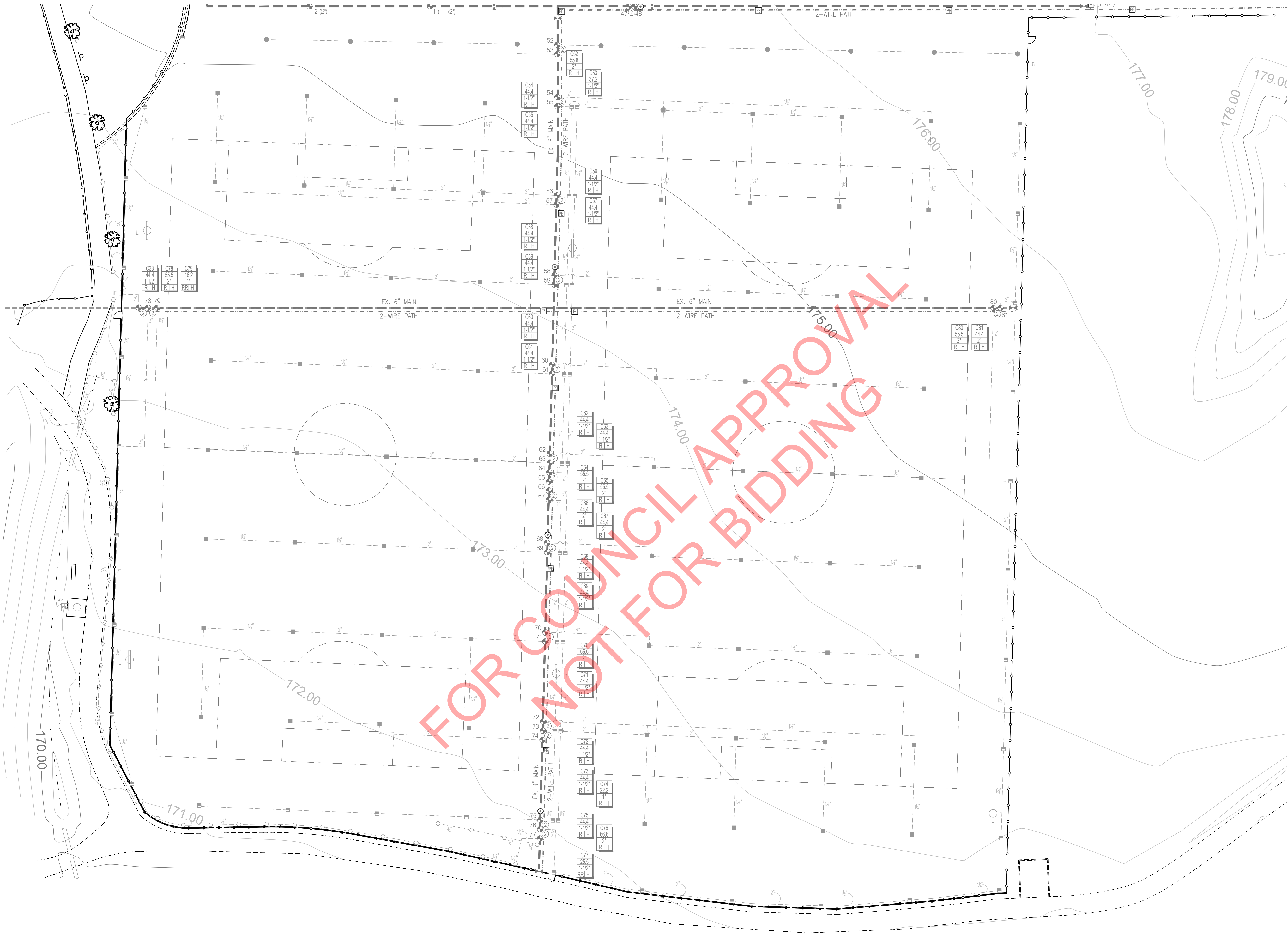
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LANDSCAPE
IRRIGATION
PLAN: MAIDU PARK

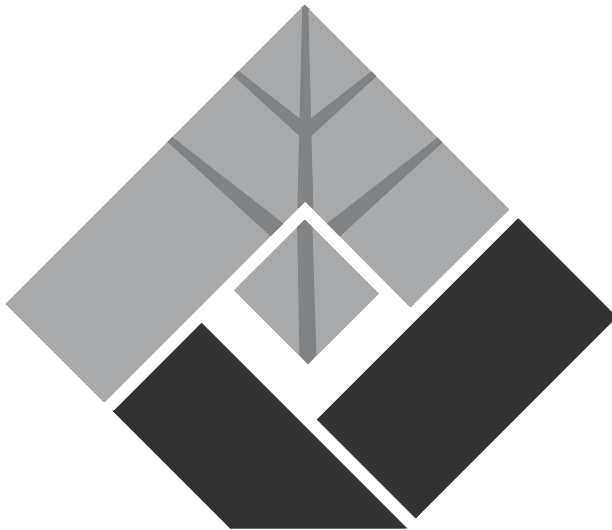
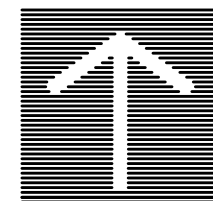
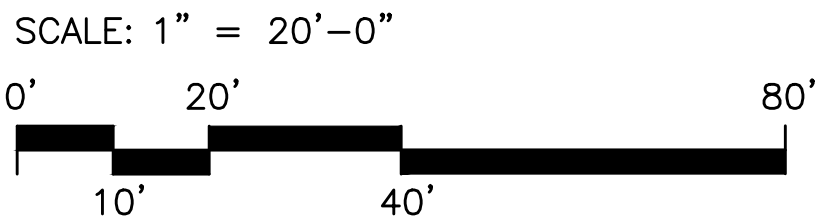
SHEET

LI-1.2

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MAIDU PARK
SHEET SHOWN FOR REFERENCE



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JOB NO. : CRV 22073



PROJECT:

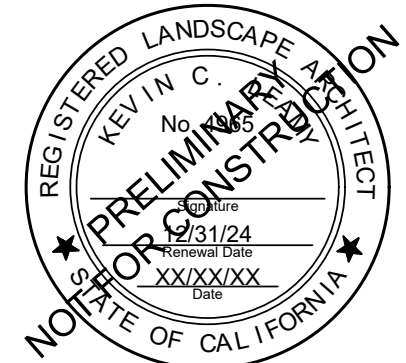
MAIDU, CENTRAL,
& CRABB PARK -
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CHECKED BY : KCL
SCALE : AS SHOWN

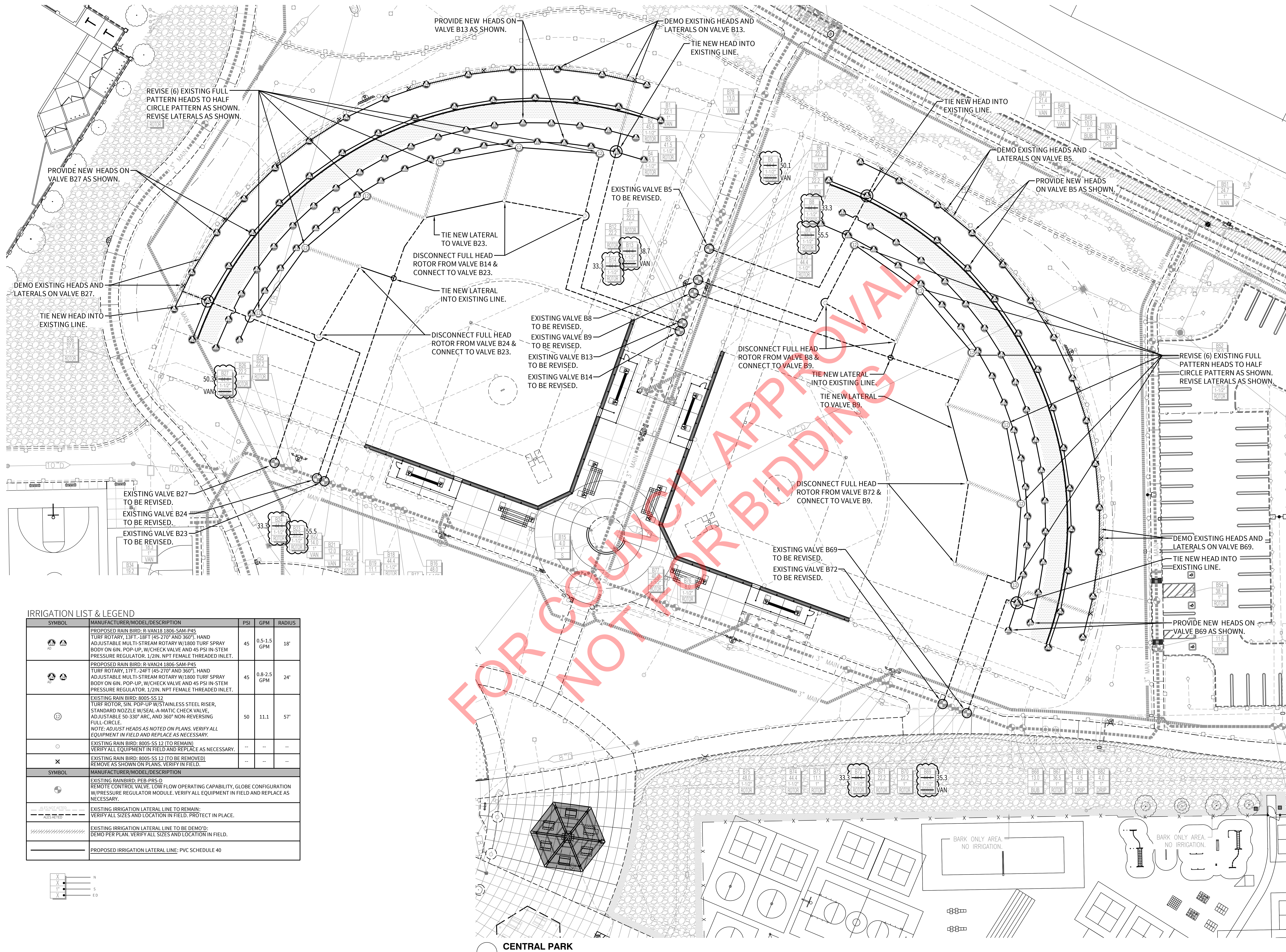
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LANDSCAPE
IRRIGATION
PLAN: MAIDU PARK

SHEET

LI-1.3

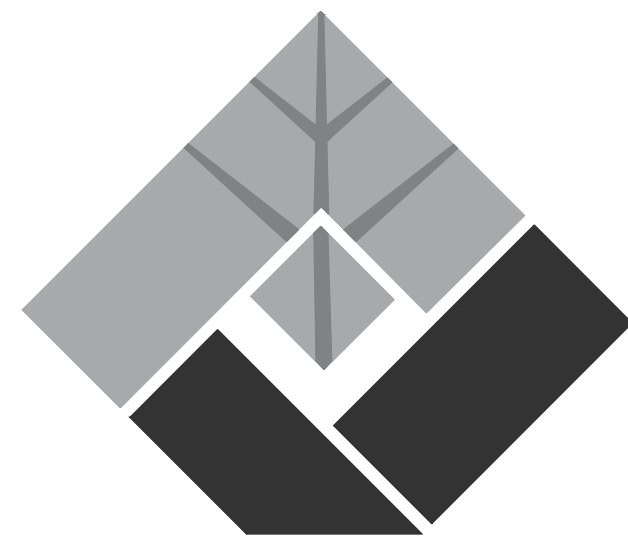
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IRRIGATION LIST & LEGEND

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI	GPM	RADIUS
	PROPOSED RAIN BIRD: R-VAN18 1806-SAM-P45 TURF ROTARY, 13FT-18FT (45-270° AND 360°), HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 6IN. POP-UP, W/CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR, 1/2IN. NPT FEMALE THREADED INLET.	45	0.5-1.5 GPM	18'
	PROPOSED RAIN BIRD: R-VAN24 1806-SAM-P45 TURF ROTARY, 17FT-24FT (45-270° AND 360°), HAND ADJUSTABLE MULTI-STREAM ROTARY W/1800 TURF SPRAY BODY ON 6IN. POP-UP, W/CHECK VALVE AND 45 PSI IN-STEM PRESSURE REGULATOR, 1/2IN. NPT FEMALE THREADED INLET.	45	0.8-2.5 GPM	24'
	EXISTING RAIN BIRD: 8005-SS 12 TURF ROTARY, 5IN. POP-UP W/STAINLESS STEEL RISER, STANDARD NOZZLE W/SEAL-A-MATIC CHECK VALVE, ADJUSTABLE 50-330° ARC, AND 360° NON-REVERSING FULL CIRCLE. NOTE: ADJUST HEADS AS NOTED ON PLANS. VERIFY ALL EQUIPMENT IN FIELD AND REPLACE AS NECESSARY.	50	11.1	57'
	EXISTING RAIN BIRD: 8005-SS 12 (TO REMAIN) VERIFY ALL EQUIPMENT IN FIELD AND REPLACE AS NECESSARY.	--	--	--
	EXISTING RAIN BIRD: 8005-SS 12 (TO BE REMOVED) REMOVE AS SHOWN ON PLANS. VERIFY IN FIELD.	--	--	--
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION			
	EXISTING RAINBIRD: PEB-PRS-D REMOTE CONTROL VALVE, LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION W/PRESSURE REGULATOR MODULE. VERIFY ALL EQUIPMENT IN FIELD AND REPLACE AS NECESSARY.			
	EXISTING IRRIGATION LATERAL LINE TO REMAIN: VERIFY ALL SIZES AND LOCATION IN FIELD. PROTECT IN PLACE.			
	EXISTING IRRIGATION LATERAL LINE TO BE DEMO'D: DEMO PER PLAN. VERIFY ALL SIZES AND LOCATION IN FIELD.			
	PROPOSED IRRIGATION LATERAL LINE: PVC SCHEDULE 40			

X 1/2" 1/2"
X 1/2" 1/2"
X 1/2" 1/2"
X 1/2" 1/2"



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PROJECT:

MAIDU, CENTRAL,
& CRABB PARK -
FENCE ADDITIONS

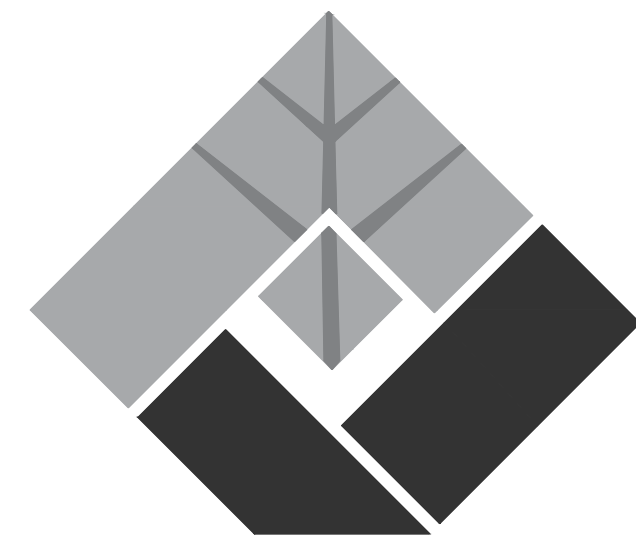
ROSEVILLE, CA

CLIENT:

CITY OF ROSEVILLE

REVISIONS	DATE

FUHRMAN LEAMY LAND GROUP HEREBY EXPRESSLY RESERVES ITS COMMON LAW COPYRIGHT AND OTHER PROPERTY RIGHTS IN THESE PLANS. THESE PLANS AND DRAWINGS ARE NOT TO BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER WHATSOEVER WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF FUHRMAN LEAMY LAND GROUP. NO PART ARE THEY TO BE ASSIGNED TO ANY THIRD PARTY WITHOUT FIRST OBTAINING THE EXPRESS WRITTEN PERMISSION OF FUHRMAN LEAMY LAND GROUP.



FUHRMAN LEAMY
LAND GROUP
DESIGN • SERVICE • SOLUTIONS
2140 PROFESSIONAL DRIVE, SUITE 115
ROSEVILLE, CALIFORNIA 95661
916.783.5263 FLANDGROUP.COM

JOB NO. : CRV 22073



PROJECT:

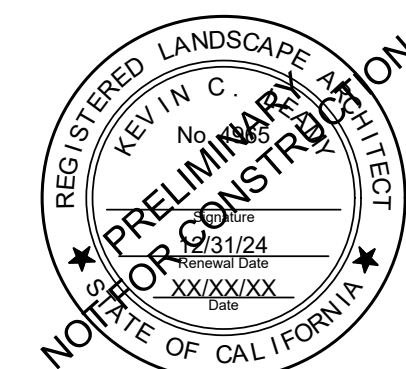
MAIDU, CENTRAL,
& CRABB PARK -
FENCE ADDITIONS

ROSEVILLE, CA

CLIENT:

CITY OF ROSEVILLE

REVISIONS	DATE
△	
△	
△	
△	
ISSUE	DATE
① 1ST SUBMITTAL	2.21.2023
②	
③	
④	
⑤	
⑥	



DRAWN BY : AM
CHECKED BY : KCL
SCALE : AS SHOWN

SHEET TITLE:

LANDSCAPE
IRRIGATION
PLAN: CRABB PARK

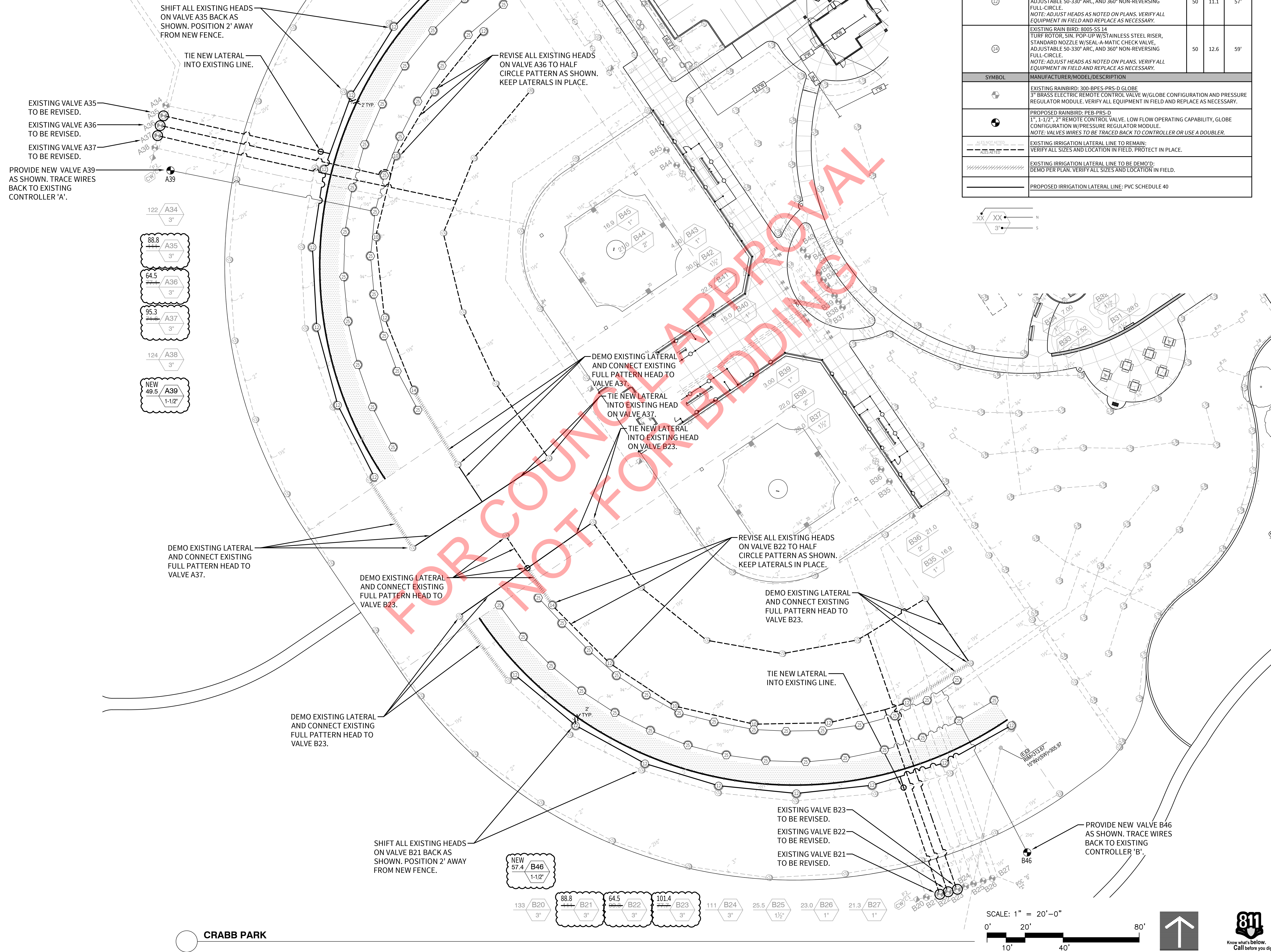
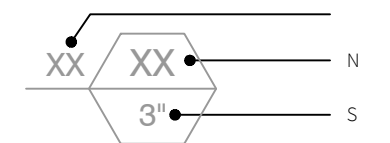
SHEET

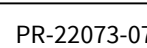
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13 OF 14 SHEETS

IRRIGATION LIST & LEGEND

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	PSI	GPM	RADIUS
25	PROPOSED RAIN BIRD: 5006-PC-MPR 25 TURF ROTOR, BIN, POP-UP, PLASTIC RISER, MATCHED PRECIPITATION ROTOR (MPR NOZZLE), ARC AND RADIUS AS PER SYMBOL. (25 FT=RED, 30 FT=GREEN, 35FT=BEIGE).	45	1.0-3.8 GPM	25'
10	EXISTING RAIN BIRD: 8005-SS 10 TURF ROTOR, SIN, POP-UP W/STAINLESS STEEL RISER, STANDARD NOZZLE W/SEAL-A-MATIC CHECK VALVE, ADJUSTABLE 50-330° ARC, AND 360° NON-REVERSING FULL CIRCLE. NOTE: ADJUST HEADS AS NOTED ON PLANS. VERIFY ALL EQUIPMENT IN FIELD AND REPLACE AS NECESSARY.	50	9.3	53'
12	EXISTING RAIN BIRD: 8005-SS 12 TURF ROTOR, SIN, POP-UP W/STAINLESS STEEL RISER, STANDARD NOZZLE W/SEAL-A-MATIC CHECK VALVE, ADJUSTABLE 50-330° ARC, AND 360° NON-REVERSING FULL CIRCLE. NOTE: ADJUST HEADS AS NOTED ON PLANS. VERIFY ALL EQUIPMENT IN FIELD AND REPLACE AS NECESSARY.	50	11.1	57'
14	EXISTING RAIN BIRD: 8005-SS 14 TURF ROTOR, SIN, POP-UP W/STAINLESS STEEL RISER, STANDARD NOZZLE W/SEAL-A-MATIC CHECK VALVE, ADJUSTABLE 50-330° ARC, AND 360° NON-REVERSING FULL CIRCLE. NOTE: ADJUST HEADS AS NOTED ON PLANS. VERIFY ALL EQUIPMENT IN FIELD AND REPLACE AS NECESSARY.	50	12.6	59'
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION			
⊙	EXISTING RAINBIRD: 300-BPES-PRS-D GLOBE 3" BRASS ELECTRIC REMOTE CONTROL VALVE W/GLOBE CONFIGURATION AND PRESSURE REGULATOR MODULE. VERIFY ALL EQUIPMENT IN FIELD AND REPLACE AS NECESSARY.			
⊙	PROPOSED RAINBIRD: PEB-PRS-D 1" 1-1/2", 2" REMOTE CONTROL VALVE. LOW FLOW OPERATING CAPABILITY, GLOBE CONFIGURATION W/PRESSURE REGULATOR MODULE. NOTE: VALVES WIRES TO BE TRACED BACK TO CONTROLLER OR USE A DOUBLER.			
---	EXISTING IRRIGATION LATERAL LINE TO REMAIN: VERIFY ALL SIZES AND LOCATION IN FIELD. PROTECT IN PLACE.			
----	EXISTING IRRIGATION LATERAL LINE TO BE DEMO'D: DEMO PER PLAN, VERIFY ALL SIZES AND LOCATION IN FIELD.			
----	PROPOSED IRRIGATION LATERAL LINE: PVC SCHEDULE 40			







COUNCIL COMMUNICATION

CC #: 2584
File #: 0203-09

Title: Pleasant Grove Wastewater Treatment Plant Microturbine Service and Maintenance - Sole Source Contract Purchase Agreement
Contact: Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

Meeting Date: 3/15/2023
Item #: 6.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a sole source contract purchase agreement with Cal Microturbine for service and maintenance of the Pleasant Grove Wastewater Treatment Plant Capstone microturbines, and authorize the City Manager to execute it.

BACKGROUND

The Pleasant Grove Wastewater Treatment Plant Energy Recovery Project is completing construction and new microturbines manufactured by Capstone Turbine Corporation (Capstone) which were installed as part of the project. Capstone's exclusive Authorized Distributer, Cal Microturbine supplied the microturbines and provided start up services. The factory-supplied warranty expires on March 16, 2023, and the project specifications required submittal of a ten-year warranty and services agreement for the City's consideration. Evaluation of the cost and services included in the Capstone Factory Protection Plan – End User Agreement attached to the contract purchase agreement was reviewed by staff and found to be appropriate for the Environmental Utilities' needs for parts and maintenance of the microturbines, including a complete overhaul of the equipment in the fifth year of the ten-year agreement. This contract purchase agreement allows Environmental Utilities to have a contract in place to keep the microturbines in continual operation, which will be used to help power the Pleasant Grove Wastewater Treatment Plant and help with the payback on investment for the Energy Recovery Project.

FISCAL IMPACT

The total cost of the 10-year agreement is \$1,303,170. The cost of the service agreement for FY2023-24 is \$130,170. Funding for the first year of the agreement will be provided by the approved Wastewater Operations Fund budget for the Pleasant Grove Wastewater Treatment Plant. Future funding is contingent on the approval of the respective annual budgets.

ENVIRONMENTAL REVIEW

Implementation of the PGWWTP Energy Recovery Project was previously evaluated in the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project Final Initial Study/Mitigated Negative Declaration (IS/MND) (SCH# 2016122040) (certified by the City Council on April 6, 2017), and the Addendum to the IS/MND (SCH# 2016122040) (certified by the City Council on November 7, 2018). The services included in the contract purchase agreement for the microturbines is consistent with the project evaluated in the certified Final IS/MND and the Addendum, and consequently no additional CEQA action is required for the agreement approval.

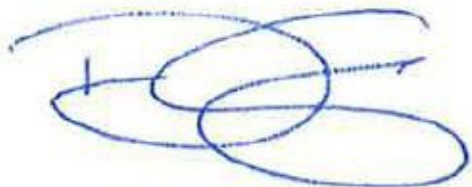
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tracie Mueller, Senior Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-091

Contract Purchase Agreement

RESOLUTION NO. 23-091

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND CAL MICROTURBINE, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3002756) to provide service and maintenance of the Capstone microturbines installed at the Pleasant Grove Wastewater Treatment Plant, by and between the City of Roseville and Cal Microturbine, Inc., has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3002756

Supplier Details:

Company Cal Microturbine Inc
Contact Kenda Brown
Address 130 McCormick Ave Ste 111

Costa Mesa, California 92626

Submit your response to:

Company City of Roseville
Contact Joanna Oukrop
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1102
Fax (916) 746-1115
E-mail JOukrop@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3002756

Agreement	3002756
Agreement Date	23-FEB-2023
Revision	0
Agreement Amount	1,303,170.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488

Fax: (916) 784-3796

Email: accountspayable@roseville.ca.us

Supplier **Cal Microturbine Inc**
 130 McCormick Ave Ste 111

Costa Mesa, California 92626

Phone: (720) 352-8764

Fax: ()

Email: kbrown@calmicroturbine.com

Description of Labor, equipment and/or materials Vendor shall provide factory protection plan services for the Pleasant Grove Wastewater Treatment Plant microturbine equipment in accordance with the attached Cal Microturbine "Capstone Factory Protection Plan - End User Agreement" and the attached Capstone Standard Maintenance Schedule and Procedures document number 440386 rev C (June 2020). The attached Human Resources/Risk Management Division Insurance Requirements Construction - Minor "Attachment A" shall also be incorporated by reference into this agreement.

Please contact Tracie Mueller with the Environmental Utilities Department at (916) 259-6693 or TRMueller@roseville.ca.us for questions regarding this agreement.

In the event of any conflicts or inconsistency between the City of Roseville Contract Purchase Agreement and the Capstone Factory Protection Plan – End User Agreement, the provisions of the Capstone Factory Protection Plan – End User Agreement shall prevail.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15565	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
17-Mar-2023	16-Mar-2023	Joanna Oukrop Phone 1-916-746-1102			

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Purchase Agreement 3002756

Contract Terms and Conditions

Negotiated Ts&Cs for Cal Microturbine, revised 2/23/2023

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance

Contract Purchase Agreement 3002756

coverage.

- b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- c. Additional Insureds. Contractor shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
 - (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or

Contract Purchase Agreement 3002756

Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.

- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
 - j. Nothing in the end user agreement terms shall be construed as a waiver of any recovery rights under the insurance coverage provided as required in Attachment A.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.
 12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
 13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.
 14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
 15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
 16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
 17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
 18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
 19. If the project referenced on this agreement is a Public Works project, then the following

Contract Purchase Agreement 3002756

shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

#00848614

Roseville Business License No. _____

N/A

Contractor License No. _____

1000054813

DIR Registration No. _____

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.

General T&C

REV 2/23/23 JM

Contract Purchase Agreement 3002756

Supplier

DocuSigned by:



Signature: _____

048AAB994EB1462...

Print Name: _____

Ryan Brown

Title: _____

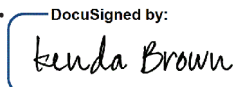
CEO

Date: _____

2/23/2023

Supplier

DocuSigned by:



Signature: _____

B430B188C82C405...

Print Name: _____

Kenda Brown

Title: _____

Chief Financial Officer

Date: _____

2/23/2023

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____

HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
CONSTRUCTION – MINOR
ATTACHMENT A

Required Coverage:

- General Liability: \$2,000,000 per occurrence
\$4,000,000 aggregate
Personal Injury:
\$2,000,000 per occurrence
\$4,000,000 aggregate
- Automobile Liability: \$1,000,000 combined single limit
- Workers' Compensation: Statutory

- *Policies must be primary and non-contributory
- *Policies must contain a waiver of subrogation
- *A 10 day notice of cancellation must be provided
- *The policies may not contain language which prohibits additional insured or other insurers from satisfying the self-insured retention or deductible
- *All Self Insured Retentions must be listed on the certificate

Required Documentation:

- A certificate(s) of insurance listing the required coverage naming as certificate holder:

The City of Roseville
Insurance Compliance
PO Box 100085-R1
Duluth, GA 30096
(951) 652-4239
- Additional Insured Endorsement- General Liability policy: CG 20 38 04 13, CG 2037 07 04 or an equivalent, blanket endorsement or section of the policy. **Endorsement must include coverage for on-going and completed operations.** Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured
- Waiver of Subrogation Endorsements
- Primary and Non-Contributory Coverage Endorsement – CG 20 01 04 13 or an equivalent

All documentation needs to be provided using one of the following methods:

- a. By email to roseville@ebix.com and riskmanagement@roseville.ca.us
- b. By fax to (770) 335-5727 and (916) 774-5461

After using one of these methods, please **DO NOT** send the certificate by mail.

April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:

Shannon Wiest

4/25/2022

A3035660A19747F...

Shannon Wiest

City of Roseville

Purchasing and Warehouse Manager



130 McCormick Ave Ste. 111
Costa Mesa, CA 92626
Phone: (714) 486-1140
www.calmicroturbine.com

CAPSTONE FACTORY PROTECTION PLAN – END USER AGREEMENT

AGREEMENT NUMBER TBD	AGREEMENT EXECUTION DATE -TBD
PURCHASER COMPANY NAME (BILL-TO) City of Roseville	
ADDRESS (BILL-TO) 1800 Booth Road, Roseville, CA 95747	
BILLING CONTACT NAME Jim Cryan	SERVICE CONTACT Adam Carpineta
NUMBER/TYPE OF TURBINES (1) – C800 SS HPDG GC	
GAS PACKS or FGB N/A	OTHER
ANNUAL PRICE: \$ 130,317.00	BILLING CYCLE: Annual

A. Factory Protection Plan Types and Optional Services

FACTORY PROTECTION PLAN TYPES ¹	
☒ Plan D – 10 year or 79,999 system hours, Parts & Labor, with Overhaul	☐ < 4000 hrs/yr. ☐ 4000-6000 hrs/yr. ☒ >6000 hrs/yr.

¹ See Section B below for description of included services for each type of Factory Protection Plan.

² The Services shall expire as specified by the Plan elected, either by years or by total run hours, whichever comes first.

Note:

1. Above pricing is only valid if executed prior to the expiration of the Manufacturer's Warranty term on the associated Microturbine Equipment.

B. Description of Factory Protection Plan Services:

FACTORY PROTECTION PLAN INCLUDED SERVICES:	PLAN A	PLAN B	PLAN C	PLAN D	Other
Maintenance Parts:					
Scheduled maintenance parts as needed. ¹	✓	✓	✓	✓	✓
Scheduled maintenance engine overhaul.	NO	NO	✓	✓	NO
Unscheduled maintenance parts as needed.	✓	✓	✓	✓	✓
Maintenance Labor:					
Scheduled maintenance labor.	No	✓	No	✓	✓
Unscheduled maintenance labor.	No	✓	No	✓	✓
Additional Services:					
Priority response to unscheduled maintenance service requests. ²	No	✓	No	✓	✓
System software upgrades as released by Capstone.	✓	✓	✓	✓	✓
Installation of system software upgrades.	No	✓	No	✓	✓

¹. Pursuant to the then current Capstone Standard Maintenance Schedule (Capstone document number 440386 Rev C dated June 2020).

². Cal Microturbine's response time shall use best efforts to ensure no more than 72 hours from notification from the City.

C. Service Conditions

1. Sites must be clean, free of debris and any other obstructions, well lit, and operating in an environment that will not cause equipment damage or excessive usage or need for replacement of consumables and filters outside the parameters of Capstone's standard service intervals.

2. Sites must be installed in accordance with all Capstone installation requirements. Installation must be performed or supervised by a currently certified Capstone Factory Trained Installer (FTI). A completed Installation Check List (ICL), signed by the FTI who performed/supervised the installation, must be on file with Capstone.

3. Sites must be commissioned in accordance with all Capstone specifications, and Capstone must have an approved Commissioning Checklist on file. Commissioning must be performed or supervised by a Capstone Authorized Service Provider (ASP), currently certified for the applicable equipment model(s).

4. Sites must be safe for personnel access and performance of all required troubleshooting and scheduled and unscheduled maintenance procedures. Where installation conditions require assistive equipment to access equipment and/or perform procedures (e.g. forklifts, ladders, etc.), site conditions and site standard operating procedures must allow for safe usage of such equipment.

5. Fuel must meet Capstone's then current Capstone Fuel Specification as defined in Capstone Technical Reference 410002 Capstone Microturbine Fuel Requirements Technical Reference.

6. For purposes of this Service Agreement, Purchasers shall communicate directly with Cal Microturbine, and Capstone shall communicate directly with Cal Microturbine. Cal Microturbine shall coordinate any communications between Purchaser and Capstone.

D. Term of Agreement

1. *Start of Services:* The Services shall commence on March 17, 2023.

2. *End of Services:* The Services shall expire as specified by the plan elected, either by years or by total run hours, whichever comes first.

E. Payment Terms

1. Payment for the Service Agreement will be made in equal annual installments as listed for each site. The first installment is due upon the Start of Services Date (see Section D above). The remaining periodic payments will be due 30 days prior to the start of each succeeding billing period.

2. Unless otherwise provided for in the payment descriptions above, payments for Services are due 30 calendar days from date of the invoicing, are stated in U.S. dollars, and exclude sales and other taxes.

3. Overdue payments shall be subject to a late charge, calculated from the date of invoice on the date of payment, equal to the lesser of 1.5% per month or the highest applicable rate allowed by law. The foregoing shall in no way limit any other remedy that may be available to Cal Microturbine, Inc.

4. Purchaser's obligations to Cal Microturbine, Inc. to pay in full all amounts owed to Cal Microturbine, Inc. as of the termination or expiration of this Agreement shall survive the termination for any reason or expiration of this Agreement.

5. Cal Microturbine, Inc. may adjust pricing for the services provided hereunder upon written notice to Purchaser should the total Consumer Price Index (CPI) exceed 3% for the 12 months immediately preceding.

6. All prices/discounts set forth are provided with the expectation that the contract will continue to be in effect for the entire duration of its specified term. However, in the event that the contract is cancelled prior to the contract end date, client will be subject to (i) reimbursement to Capstone for any amounts owed pertaining to parts shipped and/or services provided, and (iii) any additional cancellation fees which Capstone may deem appropriate to be charged on a case by case basis, not to exceed the value of one annual payment.

F. Excluded Services

The following are specifically excluded from the Agreement:

1. Changes to the original design and configuration (alterations from "as commissioned").
2. Application engineering and installation; correction of latent or discovered defects or equipment failure due to application engineering, installation, settings and/or connections. For example, damages due to inadequate ventilation.
3. Operation of the Covered Equipment outside of Capstone's operating guidelines defined in the Covered Equipment's Capstone User Manual provided during installation.
4. Usage/consumption of consumables (i.e. filters) outside the parameters of Capstone's standard service intervals as defined in the Capstone User Manual provided during installation.
5. Operation of Covered Equipment on a day-to-day basis.
6. Emissions testing or testing of exhaust gas.
7. Fuel analysis or laboratory analysis to confirm fuel composition.
8. Operator classroom training.
9. Any expenses resulting from failure to meet, or incurred as a result of, correcting deficiencies in order to meet Service Conditions specified in Section C above.

10. Large tooling required to support performing Services on the Covered Equipment, e.g. assistive lifting devices, crane or forklift rentals, etc.
11. Any expenses resulting from improper maintenance of Covered Equipment performed by any non-Capstone Authorized Service Provider.
12. Any expenses resulting from Force Majeure events.
13. Any expenses resulting from power quality disturbances (e.g. sags, surges, and harmonics) in grid-connected operation.
14. Any services requested by or performed by Purchaser which are determined, in Capstone's sole discretion, to be outside the scope of this Agreement. Capstone shall notify the Purchaser if requested work is outside the scope of this Agreement, provide cost for such work and obtain written approval from the Purchaser prior to performing work outside the scope of this Agreement.
15. Internet connection or related fees.
16. Balance of plant equipment: Cal Microturbine will provide Services for the Covered Equipment listed in Exhibit 1 only, as may be amended by the parties from time to time in writing.

Pursuant to this Services Agreement (the "Agreement"), Purchaser hereby authorizes Cal Microturbine, Inc. to provide the services described above (the "Services"), including the provision of any necessary parts (the "Parts"), on the Capstone Turbine generator systems, controls and/ or accessories identified above (the "Covered Equipment") in accordance with and subject to the terms and conditions described above.

1. The price, payment terms and scope of services for each of the Services (the "Scope of Services") are set forth in above section. If repairs or additional labor outside of the applicable Scope of Services are determined to be necessary and the required repairs are authorized by Purchaser, then additional labor and other costs and expenses will be (i) billed by CM to Purchaser at the then effective CM Factory Service Rates, as such terms and provisions are revised by CM from time to time and (ii) Parts will be billed at the then prevailing Capstone list price. If any action of CM is required outside the scope of this Agreement, mobilization charges will be as described in Capstone's then current Factory Service Rates.
2. This Agreement shall continue in effect for the term indicated in Section D of this Agreement unless Cal Microturbine terminates this Agreement by delivering to Purchaser written notice in the event of: (i) Purchaser's breach of any material term or condition of this Agreement and Purchaser has failed to remedy the breach within thirty (30) days following written notice of such breach by Cal Microturbine; or (ii) Purchaser's failure to pay when due any amount owed by Purchaser to Cal Microturbine under any agreement with Cal Microturbine. If Purchaser fails to pay when due any amount owed by Purchaser to Cal Microturbine and this Agreement is not terminated Immediately by Cal Microturbine, Cal Microturbine may delay or cease performance of Services under this Agreement until payment in full is received or other payment arrangements are agreed to, at Cal Microturbine's reasonable discretion..
3. **Cal Microturbine Services Warranty.** Cal Microturbine agrees that it will comply with applicable laws and regulations relating to its provision of the Services and such Services will be provided in a professional and workmanlike manner consistent with the applicable Scope of Services and with generally accepted industry standards and practices with regard to the type of services provided hereunder. Cal Microturbine on behalf of Capstone Turbine provides the warranties with respect to Parts and labor provided by Cal Microturbine for the applicable Covered Product.
4. **Purchaser's Representations.** Purchaser represents, warrants, and covenants that: (i) it has the right, power, and authority to enter into this Agreement and to perform fully its obligations hereunder; (ii) the making of this Agreement does not violate any agreement existing between it and any other person or entity; (iii) it has obtained or will obtain all licenses and permits necessary for Cal Microturbine to perform the Services; (iv) all information provided by Purchaser to Cal Microturbine related to the Services and its ability to pay for the Services is complete and accurate; (v) it will arrange for Cal Microturbine's access to the facilities where the Covered Equipment is located as needed to perform the Services; and (vi) it will perform all of its obligations under this Agreement to the reasonable satisfaction of Cal Microturbine.
5. **Purchaser's Obligations.** In addition to all other obligations stated in this Agreement, when requested, Purchaser shall provide Cal Microturbine with: (i) records and information concerning the Covered Equipment; and

(ii) any special tools or instruments needed for the Covered Equipment which Purchaser already possesses. Purchaser shall designate an authorized representative who shall be available to Cal Microturbine at all times while Cal Microturbine is performing the Services on Purchaser's premises. Purchaser agrees that the Scope of Services excludes all trade labor work and any supervision, management or regulation of Purchaser's employees, agents or contractors and work related thereto, and it does not include responsibility for planning, scheduling, monitoring or management of the work to be performed by Purchaser. Purchaser agrees that any written or oral reports and advice provided by Cal Microturbine to Purchaser in connection with the provision of Services shall be utilized solely by Purchaser and shall not be used or conveyed by Purchaser to any third party without a need to know for proper operation or maintenance for the Covered Equipment.

6. **Disclaimer.** EXCEPT AS SET FORTH IN SECTION 3, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY ARE GIVEN FOR THE SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED.

7. **Limitation of Liability in General.**

7.1 THE EXCLUSIVE REMEDY OF PURCHASER UNDER THIS AGREEMENT SHALL BE THE: CORRECTION OF NON-CONFORMITIES OF SERVICES; THE CORRECTION OF NON-CONFORMITIES OF PARTS; OR AS OTHERWISE PROVIDED IN THE SERVICE-RELATED WARRANTY.

7.2 Independent of, severable from, and to be enforced independently of any other enforceable provision of this Agreement, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, OR FOR LOST GOODWILL, LOST PROFITS, LOST BUSINESS, COST OF COVER OR OTHER INDIRECT ECONOMIC DAMAGES.

7.3 The limitations of Cal Microturbine's obligations and Purchaser's remedies, as provided for in this Section, shall prevail over any conflicting or inconsistent provisions contained in any of the documents comprising this Agreement or any other document issued by Purchaser hereto or in any conflicting or inconsistent statement made by any representative of Cal Microturbine.

7.4 The rights, remedies and obligations of the Parties set forth in this Agreement, together with the attached exhibits, are the exclusive rights, remedies and obligations of the Parties hereunder and are in lieu of any other right, remedy, or obligation available at law or in equity.

8. **Dispute Resolution.** The Parties agree to work in good faith to resolve any disputes informally for a reasonable period of time prior to the initiation of formal dispute resolution procedures or proceedings.

9. **Confidential Information, Intellectual Property Rights.** Purchaser shall not, directly or indirectly, modify or disassemble for the purpose of reverse engineering any Covered Equipment or components thereof. All intellectual property rights and confidential information relating to the Covered Equipment, and any information provided by Cal Microturbine to Purchaser under this Agreement, shall remain the sole property of Cal Microturbine. To the extent that the Parties have entered into a nondisclosure agreement ("NOA"), the terms of such NOA are Incorporated into this Agreement. Purchaser's obligations related to confidentiality shall remain in effect and continue to bind Purchaser for five (5) years after the expiration or termination of this Agreement and Purchaser's obligation to maintain the secrecy of Cal Microturbine ' trade secret information shall continue for so long as such information is entitled to trade secret protection under California law. Purchaser acknowledges that a breach of its confidentiality obligations will cause irreparable rights, Cal Microturbine shall be entitled to temporary and permanent injunctive relief for the protection of its confidential information and intellectual property rights without posting a bond and without having to prove any actual damages.

10. **Miscellaneous**

10.1 **Governing Law.** This Agreement is governed by the laws of the State of California (as such laws are applied to contracts made and performed entirely within California, without regard to California 's conflicts of laws, provisions) and federal laws applicable to patents and trademarks.

10.2 Survival. All provisions of this Agreement will survive its termination to the fullest extent necessary to give the Parties the full benefit of the bargain expressed in this Agreement. Notwithstanding the foregoing, Purchaser agrees that upon completion of the Services, any and all Service-Related Warranties shall expire as of such date.

10.3 Assignment. Purchaser may not assign this Agreement without the prior written consent of Cal Microturbine. Cal Microturbine may assign this Agreement to an entity wholly-owned by Cal Microturbine without the consent of Purchaser. Upon termination or expiration of Cal Microturbine's Agreement with Capstone Turbine Corporation, this contract to provide Services shall automatically be assigned to Capstone or to another distributor designated by Capstone.

10.4 Severability. If any provision of this Agreement or the terms and conditions set forth herein is declared or found to be illegal, unenforceable, or void, the remaining provisions of this Agreement shall remain in full force and effect, subject to the immediately following provisions. In the event any provision of this Agreement is declared or found to be illegal, unenforceable or void, the Parties agree to negotiate in good faith a substitute provision that is legal and enforceable and is as nearly as possible consistent with the intentions underlying the original provision. If the remainder of the Agreement is not materially affected by such declaration or finding and is capable of substantial performance, then such remainder will be enforced to the extent permitted by law.

10.5 Independent Review and Advice. Each Party has full knowledge of the contents of this Agreement its legal consequences and any and all rights which each may have with respect to one another. Each Party has had the opportunity to receive Independent legal advice with respect to this Agreement and each Party enters into this Agreement of its own free will. The Parties expressly agree that there are no expectations contrary to the Agreement and no usage of trade or regular practice in the industry shall be used to modify any of the terms and provisions of the Agreement.

10.6 Entire and Sole Agreement. This Agreement constitutes the complete agreement with respect to the Services and supersedes all prior or contemporaneous proposals, agreements, representations, discussions and literature, written or oral, concerning the Services. This Agreement is not intended to change or alter any of the rights, duties, obligations, liabilities or limitations set forth in any other agreements between the Parties. The Parties' obligations with respect to confidential information reverse engineering and/or trade secrets shall be governed by, if applicable, the Direct Sales Agreement.

10.7 Waiver. No waiver by either Party of any term contained herein (or any breach thereof) shall be effective unless it is in writing executed by the party waiving such term (or any breach thereof). No waiver shall be deemed or construed as a further or continuing waiver of any such term (or any breach thereof) on any other occasion or as a waiver of any other term (or any breach thereof) on the same or any other occasion. The delay or failure of any Party in providing written notice hereunder shall not constitute a waiver by such Party of any default or any further default under the Agreement.

10.8 Amendments . This Agreement may not be modified or amended except in writing signed by a duly authorized representative of each Party.

10.9 Force Majeure. Each Party's performance shall be suspended (other than the obligation to pay monies due) for so long as such performance is hindered by events beyond its reasonable control. ("**Force Majeure**"), such as, but not limited to riots, forma labor disputes, national or civil wars, insurrections, rebellions, terrorist acts, embargoes, civil disturbances, earthquakes, dispositions or orders of governmental authority, acts of civil or military authority, fires, strikes, delays in transportation, and acts of God. Any delays resulting from a Force Majeure shall extend the time for performance correspondingly. If a failure to perform results from a governmental law, rule, regulation, disposition or order and the affected Party is unable to perform, after making reasonable efforts to comply, the matter shall be deemed a Force Majeure.

10.10 No Third-Party Beneficiaries. None of the terms of this Agreement are intended to confer to or benefit any person or entity other than the Parties to this Agreement any rights, remedies or other benefits under or by reason of this Agreement.

FACTORY PROTECTION PLAN – END USER AGREEMENT

Exhibit 1

DESCRIPTION	MANUFACTURER	MODEL CONFIGURATION	SERIAL NO	TRH
Microturbine	Capstone	C800 SS HPDG GC	10452	0
-END				

*Turbine Run Hours



Work Instructions

Capstone C200/C1000 Series Microturbine

Standard Maintenance Schedule and Procedures



Failure to perform scheduled maintenance will void the microturbine warranty and may void Factory Protection Plan (FPP) provisions.

Refer to ***New System Limited Warranty*** (460048).

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Capstone Turbine Corporation
16640 Stagg Street • Van Nuys • CA 91406 • USA
Telephone: +1 (818) 407-3600
Website: capstoneturbine.com
Document Library: documents.capstoneturbine.com

Capstone Technical Support
Telephone: +1 (866) 4-CAPSTONE or (866) 422-7786
E-mail: service@capstoneturbine.com

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1. Introduction

1.1. Purpose and Scope

This document lists standard maintenance intervals for Capstone C200 and C1000 Series MicroTurbine® systems and major accessories.

All maintenance procedures must be performed by an **Authorized Service Provider (ASP)**.

	NOTE Refer to specific Work Instructions to replace components or to complete the maintenance listed. Many procedures are linked to Work Instructions or other documents.
---	--

Scheduled maintenance intervals assume the microturbine is operating in controlled environmental conditions. Systems operating in extreme or unusual conditions may require different service and maintenance intervals. Actual service intervals are dependent on system load demands, site conditions, fuel quality, and performance of routine preventive maintenance.

Maintenance intervals shown in hours are elapsed operating hours. Maintenance intervals shown in months are elapsed calendar months.

1.2. Capstone Document Links

The following is a list of helpful Capstone documents linked in these Work Instructions. For your convenience, a link to a Work Instruction or other document is placed with most maintenance operations.

Click on the document number (in blue) to view the linked document.

- ☐ [400003](#) Recommended Tools, Capstone MicroTurbine
- ☐ [400008](#) C200 MicroTurbine User's Manual
- ☐ [400024](#) C1000 Series User's Manual
- ☐ [400025](#) CRMS-APS User's Manual
- ☐ [400026](#) APS User's Manual
- ☐ [410066](#) C200 Technical Reference
- ☐ [440273](#) C200 Microturbine & C1000 Series Engine and System Inspection
- ☐ [460006](#) Commissioning Checklist
- ☐ [460048](#) New System Limited Warranty
- ☐ [480010](#) Offshore Application Guide
- ☐ [420006](#) Interactive Field Service Report
- ☐ Component replacement Work Instructions
- ☐ Other documents including Work Instructions for specific maintenance procedures



1.3. Safety Procedures

Become familiar with general safety precautions in the C200 and C1000 Series MicroTurbine User's Manual (**400008/400024**). Follow all warnings and cautions in this and referenced Work Instructions to reduce the risk of death, injury or equipment damage.

Before performing most service and maintenance procedures:

- ☐ Close main fuel supply valve as required or instructed for procedure.
- ☐ Disconnect system from the utility. Isolate and lock out the utility (if applicable).
- ☐ Isolate and lock out any other sources of power to the microturbine. For example, connections to the solid state relays in the microturbine Communications Bay.
- ☐ If battery pack is installed, set and lock battery pack circuit breaker OFF, and disconnect/unplug battery cables.
- ☐ Ensure above power sources are OFF and the system has been disconnected for at least 10 minutes to reduce electric shock hazards.
- ☐ Maintain proper microturbine frame electrical ground.
- ☐ Verify with digital VOM that no voltage is present on the DC bus.
- ☐ Do not work on energized equipment unless specifically instructed to do so.
- ☐ Do not work on hot surfaces.
- ☐ For Hazardous Locations (HazLoc) Package applications (e.g., ATEX or CID2), the pressurized enclosure shall not be opened unless:
 - the system is not in operation;
 - the surrounding/adjacent area is known to be free of flammable materials;
 - the local atmosphere is not explosive;
 - the microturbine indicated internal temperature is below 450°C (842°F);
 - all devices have been isolated and de-energized for five minutes.

Warning labels similar to the following are attached to systems in these applications.





1.4. Safety Symbols

Capstone uses the following symbols with safety warning messages to alert you to potential hazards to people or equipment, and to provide additional information for proper equipment operation.

	HIGH VOLTAGE WARNING: Identifies a high voltage hazard that can result in personal injury or death.
	ELECTRIC SHOCK WARNING: Identifies a hazardous voltage area that can cause personal injury or death from electric shock if touched.
	FLAMMABLE MATERIAL WARNING: Identifies a flammable or explosive material hazard that can result in personal injury or death. No open flame or smoking allowed.
	SUFFOCATION WARNING: Identifies asphyxiation hazard that can result in personal injury or death.
	HOT SURFACE/AREA WARNING: Identifies a hot surface or area that can result in personal injury.
	CORROSIVE MATERIAL WARNING: Identifies corrosive material hazard that can result in personal injury.
	ACOUSTIC EMISSIONS WARNING: Identifies sound level hazard that can result in personal injury. Hearing protection is required.
	PACEMAKER WARNING: The turbine generator produces a magnetic field that can be harmful to pacemaker wearers. Pacemaker wearers must stay more than 30 cm (12 in.) away from an operating turbine engine.
	NOTE: Clarifies instructions or highlights important information.



2. Maintenance During Storage

2.1. Basic Storage Requirements (up to 6 Months)

1. For initial inspection purposes or maintenance tasks during storage, carefully remove original packaging/crating. Do not destroy or discard packaging materials. Reinstall packaging after initial inspection and before placing system into storage.
2. Keep system as dry as possible. Prevent moisture from entering protective packaging.
3. Maintain batteries. Refer to **Battery Maintenance** below.
4. Store system at temperature between -40°C (-40°F) and 65°C (149°F), and at relative humidity of 40 percent or less, if possible.
5. **For liquid fuel systems:** Purge all fuel from system before storage.

2.2. Extended Storage Requirements (6 Months or longer)

1. Perform tasks listed under **Basic Storage Requirements** above.
2. For maintenance tasks during extended storage, carefully remove original packaging/crating. Do not destroy or discard packaging materials. Reinstall packaging between maintenance activities while system is in storage. Intake and exhaust sealing caps for desiccant **MUST** remain installed during storage, except as necessary to replace desiccant.
3. If storage time will extend beyond six months, replace desiccant and perform manual engine rotation check at the beginning of extended storage time. Refer to Desiccant Kit Replacement Work Instruction (**440297**) and Locked Rotor Identification Work Instruction (**440289**).
4. Replace desiccant and perform manual engine rotation check every 12 months and whenever intake and exhaust sealing caps are removed. Refer to Desiccant Kit Replacement Work Instruction (**440297**) and Locked Rotor Identification Work Instruction (**440289**). Note that rotation alone will not prevent sticking from occurring.
5. Keep system as dry as possible. Prevent moisture from entering protective packaging.
6. In high humidity conditions (greater than 60 percent relative humidity continuous long term), consult with local commercial water damage prevention and remediation providers to prepare/preserve system(s) for high humidity conditions.
7. Maintain batteries. Refer to Battery Maintenance below.
8. Repack system in original packaging/crating or equivalent before shipping system to final installation site.

2.3. Battery Maintenance (If Equipped)

Microturbines equipped with the Dual Mode option are equipped with sealed lead acid (SLA) batteries. During system operation, battery packs are charged automatically. During periods of

Capstone Turbine Corporation
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extended system down time or during storage, battery packs will self-discharge and require periodic recharging (**440073**).

If possible, do not store battery-equipped systems or battery packs at temperatures above 40°C (104°F). Battery life may be shortened during long-term storage above this temperature.

Fully charge the battery pack before placing system into storage, at recharge intervals shown in the table and again when the system is put into or returned to service.

If battery-equipped systems will be stored for 6 months or longer, recharge the battery pack as shown in the following table. Charging the battery pack during storage will reduce the possibility of shortened battery life during storage up to one year. Battery life may be reduced during storage times longer than one year even with proper battery maintenance.

Recharge intervals for battery packs in storage with the battery circuit breaker/isolation switch OFF depend on ambient storage temperatures. Do not exceed the battery pack recharge intervals shown in the following table. Recharge intervals also apply to UCB/JUCB batteries stored unplugged from UCB/JUCB.

Storage Temperature	Recharge Interval (Days)
< 20°C (68°F)	180
20°C (68°F) to 30°C (86°F)	90
30°C (86°F) to 40°C (104°F)	45
40°C (104°F) to 50°C (122°F)	20
50°C (122°F) to 60°C (140°F)	5

The battery circuit breaker acts as an isolation switch to allow battery disconnection for system service or for long-term system storage. Set battery circuit breaker to **OFF** under any of the following conditions:

- while performing microturbine maintenance/service tasks;
- when transporting the microturbine;
- if microturbine will not be operated for a period longer than 14 days.

2.3.1. Sleep Mode

Batteries start the microturbine and produce transient power immediately after start-up when operating in Stand Alone mode.

They must be recharged more often and maintained at a higher state of charge (SoC) while the system is in Sleep mode. Ambient storage temperatures determine recharge intervals during Sleep Mode as specified in the following table.

If battery voltage is 180VDC or less, perform a Grid Connect Idle Recharge at the intervals shown in the table. If the microturbine cannot be operated, use the Capstone External Battery Charger (**440073**, **440276** HazLoc) to recharge the battery pack.



NOTE

Recharge intervals in the following table do not apply to UCB/JUCB batteries.

Ambient Temperature	Recharge Interval (Days)
< 20°C (68°F)	35
20°C (68°F) to 30°C (86°F)	22
30°C (86°F) to 40°C (104°F)	15
40°C (104°F) to 50°C (122°F)	10
50°C (122°F) to 60°C (140°F)	7



NOTE

If the system will be in Stand Alone Sleep Mode for more than 5 to 7 days, disconnect modem (if installed) to avoid UCB/JUCB battery discharge.

2.3.2. Automatic Battery Charge

The microturbine system will maintain the battery pack at approximately 80 percent SoC during operation. This allows for sourcing and power transient sinking in Stand Alone Mode. After an **OFF** command, the system will continue to run and will recharge the battery to at least 95 percent SoC or for 45 minutes, whichever occurs first.

2.3.3. Equalization Charge

During normal use, battery cell capacity and charge becomes unequal. The microturbine can be programmed to perform an equalization charge cycle to maintain a consistent charge across all cells. The time to complete an equalization charge may be up to 4 hours.

Use **Capstone Remote Monitoring Software (CRMS)** to set charge intervals (see appropriate CRMS Manual (Table 1).

If the system is not operating or is in storage, and is connected to the electric utility grid, command a manual equalization charge as follows:

From **Display Panel**



System Data Menu: Enter Password.

Navigate to:

Stand Alone > Local Batt Chg > Enable: Press **Accept**

From **CRMS/CRMS-APS**



Select **Settings:** Battery Management

Set **Equalization Charge** slider to **Enable**



3. General Maintenance Procedures

3.1. General Cleaning and Inspection

During any site visit perform the following:

1. Inspect all enclosure panel/door seals and exhaust stack seal(s)/gasket(s). Ensure all gaskets are present, intact and that there are no gaps between gaskets and doors. Replace any damaged seal(s)/gasket(s).
2. Inspect all air intake paths – engine combustion air and electronics cooling air. Remove dirt and debris, clean air paths as necessary.
3. Inspect all engine exhaust paths. Remove dirt and debris, clean exhaust paths as necessary.
4. Inspect and remove debris from enclosure interior. Use vacuum cleaner and/or damp, lint-free cloths as necessary to remove debris.
5. Inspect all fuel system fittings and components for leaks. Tighten fittings, repair leaks, and/or replace damaged components, as required.
6. Inspect and secure any loose cables and harnesses.
7. Ensure that no cables or flexible conduits rest on either the brake resistors or High Power Connection Module (HPCM).
8. Inspect surrounding area (3m/10ft radius where possible) for excessive dirt, dust or other sources of air contamination. Clean surrounding area thoroughly to reduce dirt and dust intake into microturbine. Refresh gravel at sites where gravel is used to reduce fine ground-level dirt.
9. Inspect enclosure sides and roof for damage and chipped/peeling paint. Touch up paint if necessary.

3.2. Site Air Quality, Air Filter and Internal Component Maintenance

All air contains pollutants. While many of these pollutants are harmless to the microturbine system, some air-borne substances will or can cause serious engine damage.

Pollutant particles range in size from small chemical and smoke particles (such as suspended salts, minerals and corrosive compounds) to large substances (such as industrial dusts and insects).

Environmental and seasonal variations affect air quality. Agricultural activity, natural vegetation growth (sap, pollen, seeding, etc.), construction, and nearby industrial operations all contribute to air-borne particulates. High concentrations of these particles is considered *adverse air quality*.

Capstone provides air filters for standard applications to trap harmful particles in the engine intake air. Aluminum mesh filters trap particles larger than 15 microns in the enclosure and heatsink air



flow. Engine intake air and enclosure air filters require periodic cleaning or replacement as shown in the maintenance tables.

Particles will cling to surfaces inside the system enclosure. When mixed with naturally occurring moisture, this particle buildup may form restrictions to air flow over heatsinks and other components that rely on cooling air flow. Overheating can occur, and lead to reduced performance and/or system shutdown or failure. Other electronic and mechanical devices can be adversely affected by poor air quality. Corrosion, caked-on dirt or discolored component surfaces may be signs of adverse air quality.

3.2.1. Site-Specific Air Filter Replacement Interval Evaluation

At sites where adverse air quality exists, establish a site-specific air filter and heatsink cleaning service interval as follows.

1. Establish a site air quality profile for new/newly commissioned systems.
 - a. Evaluate environmental air for obvious pollutants. Observe any active agricultural, industrial, heavy construction activity, vehicle exhaust or natural pollution sources such as bodies of water, large trees, dense insect populations, etc.
 - b. Create a short written description of obvious site pollutants and save with system maintenance records.
 - c. Check engine air filter differential air pressure value (CRMS-Maintenance Edition, Microturbine Data Window 3, parameter 219) via remote access every 30 days or 750 running hours for one year to establish a seasonal-cyclic baseline for long-term, routine inspection. A value greater than .289 psia (8" WC) indicates a warning to replace the filter. A value of .4335 (12" WC) indicates a clogged filter that must be replaced immediately. When filters are replaced, examine filters carefully and note filter condition (amount of clogging) and contaminants present. See Figure 1 (CRMS-Maintenance Edition v5.6 shown; other versions similar).

Data Window
Parameter 219

System: Unit_1				MicroTurbine Data 3			
No	Parameter (Units)	Value	Record	No	Parameter (Units)	Value	Record
217	KiloVoltAmperesReactive	0	OFF				
218	KiloVoltAmperes	0	OFF				
219	Diff Air Pressure (psia)	0.00	OFF				
220	Over Freq Delta Power (W)	0	OFF				
221	Inverter Master	0	OFF				

Figure 1. Engine Air Filter Differential

2. Use site profile information to supplement air filter inspection and replacement intervals listed in scheduled maintenance tables.
3. Also monitor system for "9043" fault declarations, which may indicate that IGBT heat sinks are overheating due to contaminant buildup and require cleaning.



4. Fuel System Inspection and Maintenance

4.1. Gaseous Fuel Fittings and Components

Inspect the entire fuel system for leaks according to the maintenance schedule and whenever a fuel system component is loosened, disconnected or replaced.

1. Inspect all fittings, connections, filters, valves, and gas compressors for leaks, from the fuel supply inlet into the microturbine. Tighten fittings, repair leaks, and/or replace damaged components, as required.
2. To leak check upstream of the microturbine internal fuel shutoff valve, check the fuel line and all fittings for leaks using a leak detector such as Snoop®, soapy water, or a gas sniffer. Capstone kit 610125-1XX contains Loctite® #567 and instructions for use with NPT fittings (**440147**).
3. To check the fuel system downstream of the microturbine internal fuel shutoff valve, proceed as follows:

	⚠ ELECTRICAL WARNING ELECTRICAL HAZARD! Use extreme caution and wear appropriate PPE (Personal Protective Equipment) when working on energized equipment. Failure to obey this warning may result in personal injury or death.
--	---

- a. Start engine.
 - b. With engine running at idle, use leak detector to check fuel tubes and fittings, fuel regulator (if installed), fuel filter and manifold connections for leaks. If using a liquid leak solution, absorb excess liquid with shop towels to ensure no liquid drops onto the electronic controllers.
 - c. If a gaseous fuel leak is found, stop the system immediately. Close the main fuel supply valve. Repair the leak. Tighten fittings to specified torque (**440072**). Capstone kit 610125-1XX contains Loctite® #567 and instructions for use with NPT fittings (**440147**).
 - d. If a compression fitting cannot be sealed, do not tighten past specified torque (**440072**). Order and install a replacement tube and fitting.
4. After tightening or replacing a fitting, open fuel supply inlet valve, start engine, and confirm that leak has been repaired.

	NOTE When compressor is operating at 0 kW demanded load, compressor bottom sight glass must be ½-full and top sight glass must be empty.
---	---

5. **For LPNG microturbines:** Check oil levels in primary oil separator, and add or remove oil as needed. See note above regarding turbine operation and required oil levels.
6. If a gaseous fuel leak persists, contact Capstone Technical Support.



4.2. Liquid Fuel Fittings and Components

	⚠ WARNING FUEL EXPOSURE HAZARD! Wear appropriate personal protective equipment including fuel-resistant gloves and eye protection when handling fuel system components. Exposure to liquid fuel may cause skin and eye irritation or injury.
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Inspect the entire fuel system for leaks according to the maintenance schedule and whenever a fuel system component is loosened, disconnected or replaced. Leak check fuel filter housing after fuel filter inspection.

1. Inspect all fittings, connections, filters, fuel pumps, and valves from the fuel supply inlet into the microturbine for fuel build-up and/or leaks. Tighten fittings, repair leaks, and/or replace leaking or damaged components.
2. Check for excessive fuel build-up on surfaces of components and assemblies where fuel may drip and accumulate. Evidence of fuel leakage may include small liquid puddles or oily dirt smudges. Tighten fittings and/or replace leaking or damaged components.
3. If a liquid fuel leak persists, contact Capstone Technical Support.
4. Check oil level in air assist compressor.
 - a. If system is operating, compressor sight-glass should be 1/2 covered by oil. If level is lower, add oil.
 - b. If system is not operating, check oil as follows:
 - i. Make sure compressor vent cycle is complete.
 - ii. Open test valve to vent pressure from the aftercooler and pipework.
 - iii. Make sure that compressor pressure gauge indicates 0 psi.
 - iv. Oil should completely cover sight-glass. If level is lower, add oil.

5. Scheduled Maintenance Tables

Following are the Scheduled Maintenance Tables for Capstone Model C200/C1000 Series systems. For each system type addressed, the first table covers the first 80,000 hours of operation, and the following table covers 80,000 hours to 160,000 hours.

5.1. Capstone System Scheduled Maintenance Tables

Following are the Microturbine system maintenance tables. Maintenance tables for Microturbine Accessories following Section 5.2.

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Table 1. C200/C1000 High Pressure Natural Gas and LPG (Fuel Types H, P, T) Maintenance Schedule – 4K to 80K Hours

Maintenance Component			Work Instruction	4,000	8,000	12,000	16,000	20,000	24,000	28,000	32,000	36,000	40,000	44,000	48,000	52,000	56,000	60,000	64,000	68,000	72,000	76,000	80,000	Comments	
Air Filtration	Engine Air Filter	440213	Establish site-specific air filter and heatsink cleaning interval																				See Site-Specific Air Filter Replacement Interval Evaluation . Clean or replace units as needed.		
	Electronics Air Filter	440213																							
	IGBT and Electronic Heat Sinks	440342, 440185, 440250, 440186	Inspect every 12 months ¹																				High humidity systems only.		
	Anti-Condensation Heaters																								
Fuel Supply, Combustion	Fuel System (Lines and Fittings)		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	See Gaseous Fuel Fittings and Components section in this document.	
	Heat Trace Wiring (Propane Only)		Perform MegOhm Check every 12 months																				• Perform Bay MQ Insulation check at heater element/junction box. Nominal Ω reading should be greater than 10 MQ. • Perform Fuel Header Ω Insulation check to ensure proper operation of all circuit leads. Nominal Ω reading should be greater than 10 MQ. • If MQ check fails, contact Capstone Technical Support.		
	Inline Fuel Filter				I			R			I		R			I		R			I			R	
	Fuel Shutoff Valve	440217																						More frequent replacement of fuel filters and valves may indicate an environmental, installation, or fuel quality issue that needs to be addressed.	
	Fuel Valve (Woodward Valve)	440209																						R	
	Injector Assemblies	440193			I		I	R		I		I	R		I		I	R		I		I		R	Inspect for injector tube scoring or cutting, replace if cut through.
	Igniter	440192, 440279		R		R		R		R		R		R		R		R		R		R		R	
	Engine Combustor Liner	440304, 440333				I					I		R				I				I		R	Replace if cracking, wall breaches or other damage observed.	
Batteries	UCB Battery (Dual Mode only)	440212	Replace every 2 years																				Refer to Battery Technical Reference (410044) for expected life vs. duty cycle, and Battery Maintenance for recharge intervals.		
	Battery Pack (Dual Mode only)	440216	Replace every 3 years or 20,000 hrs of microturbine operation (whichever occurs first)																						
Electronics and Cables	Bay Electronics Fan and EPDB Fan											R											R		
	EMI Filter						R					R						R						R	More frequent replacement may indicate site harmonic distortion levels that exceed Capstone specifications.
	Ambient Climate Module and Vinyl Tube											R												R	More frequent replacement may be necessary based on ambient air conditions (airborne particulates) at site.
	Personality Modules (Frame and Engine)	440188										R												R	
	GCM, LCM, BCM Power Boards and Capacitors (BCM in Dual Mode Only)																							R	
	Externally Accessible Cables and Harnesses		High Humidity systems: Inspect every 12 months; Replace if necessary All Others: Inspect every 5 years; Replace if necessary																				Check contacts and seating.		
Powerhead and Other	Powerhead	440316										R												R	
	Bypass Valve Flex Hose and Stator Hose											R												R	Replace when replacing powerhead, and if cracking or brittleness is observed.
	Stator Ring Firewall Seal											I												R	Replace if cracked or brittle.
	Silicone/Fiberglass Exhaust Sleeves											I												R	Replace if damaged.
	Exhaust Backflow Valve (If installed)	440334		I		I		I		I		I		I		I		I		I		I		I	Systems with common exhaust only. Replace if damage or deterioration is observed.
	Enclosure Panel Acoustic Foam						I											I						R	Replace if cracked or brittle.
¹ Power heaters ON, wait 5 minutes. Verify all heaters are at least 10°C (18°F) above ambient temperature. Heaters are externally powered. Refer to Capstone Microturbine High Humidity Package Application Guide (480035).																							Legend I = Inspect C = Clean R = Replace S = See instructions in		

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Table 2. C200/C1000 High Pressure Natural Gas and LPG (Fuel Types H, P, T) Maintenance Schedule – 84K to 160K Hours

Maintenance Component		Work Instruction	84,000	88,000	92,000	96,000	100,000	104,000	108,000	112,000	116,000	120,000	124,000	128,000	132,000	136,000	140,000	144,000	148,000	152,000	156,000	160,000	Comments		
Air Filtration	Engine Air Filter	440213	Establish site-specific air filter and heatsink cleaning interval																				See Site-Specific Air Filter Replacement Interval Evaluation . Clean or replace units as needed.		
	Electronics Air Filter	440213																							
	IGBT and Electronic Heat Sinks	440342, 440185, 440250, 440186	Inspect every 12 months ¹																				High humidity systems only.		
	Anti-Condensation Heaters																								
Fuel Supply, Combustion	Fuel System (Lines and Fittings)		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	See Gaseous Fuel Fittings and Components section in this document.		
	Heat Trace Wiring (Propane Only)		Perform MegOhm Check every 12 months																				- Perform Bay MQ Insulation check at heater element junction box. Nominal Ω reading should be greater than 10 MΩ. - Perform Fuel Header Ω Insulation check to ensure proper operation of all circuit leads. Nominal Ω reading should be greater than 10 MΩ. - If MQ check fails, contact Capstone Technical Support.		
	Inline Fuel Filter				I		R							I		R						I	R	More frequent replacement of fuel filters and valves may indicate an environmental, installation, or fuel quality issue that needs to be addressed.	
	Fuel Shutoff Valve	440217																							
	Fuel Valve (Woodward Valve)	440209																						R	
	Injector Assemblies	440193			I		I	R			I		R		I		R			I			I	R	Inspect for injector tube scoring or cutting, replace if cut through.
	Igniter	440192, 440279		R		R		R		R		R		R		R		R		R		R		R	
	Engine Combustor Liner	440304, 440333				I					I		R									I		R	Replace if cracking, wall breaches or other damage observed.
Batteries	UCB Battery (Dual Mode only)	440212	Replace every 2 years																				Refer to Battery Technical Reference (410044) for expected life vs. duty cycle, and Battery Maintenance for recharge intervals.		
	Battery Pack (Dual Mode only)	440216	Replace every 3 years or 20,000 hrs of microturbine operation (whichever occurs first)																						
Electronics and Cables	Bay Electronics Fan and EPDB Fan											R											R	More frequent replacement may indicate site harmonic distortion levels that exceed Capstone specifications.	
	EMI Filter						R					R						R							R
	Ambient Climate Module and Vinyl Tube											R												R	More frequent replacement may be necessary based on ambient air conditions (airborne particulates) at site.
	Personality Modules (Frame and Engine)	440188										R												R	
	GCM, LCM, BCM Power Boards and Capacitors (BCM in Dual Mode Only)																							R	Check contacts and seating.
	Externally Accessible Cables and Harnesses		High Humidity systems: Inspect every 12 months; Replace if necessary All Others: Inspect every 5 years; Replace if necessary																						
Powerhead and Other	Powerhead	440316										R												R	Replace when replacing powerhead, and if cracking or brittleness is observed.
	Bypass Valve Flex Hose and Stator Hose											R												R	
	Stator Ring Firewall Seal											I												R	Replace if cracked or brittle.
	Silicone/Fiberglass Exhaust Sleeves											I												R	Replace if damaged.
	Exhaust Backflow Valve (If installed)	440334		I		I		I		I		I		I		I		I		I		I		I	Systems with common exhaust only. Replace if damage or deterioration is observed.
	Enclosure Panel Acoustic Foam						I					I						I						R	
	¹Power heaters ON, wait 5 minutes. Verify all heaters are at least 109C (188F) above ambient temperature. Heaters are externally powered. Refer to Capstone Microturbine High Humidity Package Application Guide (480035). Legend I = Inspect R = Replace C = Clean S = See instructions in this document																								

¹Power heaters ON, wait 5 minutes. Verify all heaters are at least 10°C (18°F) above ambient temperature. Heaters are externally powered. Refer to Capstone Microturbine High Humidity Package Application Guide (480035).

Legend
 I = Inspect R = Replace
 C = Clean S = See instructions in this document

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Table 3. C200/C1000 Low Pressure Natural Gas (Fuel Type F) Maintenance Schedule – 4K to 80K Hours

Maintenance Component		Work Instruction	4,000	8,000	12,000	16,000	20,000	24,000	28,000	32,000	36,000	40,000	44,000	48,000	52,000	56,000	60,000	64,000	68,000	72,000	76,000	80,000	Comments	
Air Filtration	Engine Air Filter	440213	Establish site-specific air filter and heatsink cleaning interval																				See Site-Specific Air Filter Replacement Interval Evaluation . Clean or replace units as needed.	
	Electronics Air Filter	440213																						
	IGBT and Electronic Heat Sinks	440342, 440185, 440250, 440186	Inspect every 12 months ¹																				High humidity systems only.	
	Anti-Condensation Heaters																							
Fuel Gas Booster (FGBR)	Heat Exchanger		I	I	I	I	C	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	Visually inspect heat exchanger exterior surfaces for pinhole or weld joint leaks. Do not test air power and control cables to check for damage, broken strands or loose mounts. Ensure any terminal connections are secure.	
	Wiring and Cabling	440203	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I		
	Variable Frequency Drive (VFD) Heat Sink		C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		
	Variable Frequency Drive (VFD) Fan		Replace every 3 years																					
	Second Stage Oil Separator	440201	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R		
	FGBR Oil	440359	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	Drain and replenish oil.
	Oil Filter	440358	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	
	Scroll Compressors									R													R	
Fuel Supply, Combustion	Fuel System (Lines and Fittings)		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	See Gaseous Fuel Fittings and Components section in this document.
	Inline Fuel Filter			I	R			I	R			I	R			I	R			I	R			More frequent replacement of fuel filters and valves may indicate an environmental, installation, or fuel quality issue that needs to be addressed.
	Fuel Shutoff Valve																							
	Fuel Valve (Woodward Valve)	440209																					R	
	Injector Assemblies	440317	I	I	R	I	I	R	I	I	R	I	I	R	I	I	R	I	I	R	I	I	R	Inspect for injector tube scoring or cutting, replace if cut through.
	Igniter	440192, 440279	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	
	Engine Combustor Liner	440304, 440333			I			I	R										I			R		Replace if cracking, wall breaches or other damage observed
Batteries	UCB Battery (Dual Mode only)	440212	Replace every 2 years																					
	Battery Pack (Dual Mode only)	440066, 410072	Replace every 3 years or 20,000 hrs of microturbine operation (whichever occurs first)																				Refer to Battery Technical Reference (410044) for expected life vs. duty cycle, and Battery Maintenance for recharge intervals.	
Elect and Cables	Bay Electronics Fan and EPDB Fan					R					R												R	More frequent replacement may indicate site harmonic distortion levels that exceed Capstone specifications. More frequent replacement may be necessary based on ambient air conditions (airborne particulates) at site.
	EMI Filter					R									R								R	
	Ambient Climate Module and Vinyl Tube										R												R	
	Personality Modules (Frame and Engine)	440188									R												R	
	GCM, LCM, BCM Power Boards and Capacitors (BCM in Dual Mode Only)																						R	
	Externally Accessible Cables and Harnesses		High Humidity systems: Inspect every 12 months; Replace if necessary All Others: Inspect every 5 years; Replace if necessary																				Check contacts and seating.	
PH and Other	Powerhead	440316									R												R	Replace when replacing powerhead, and if cracking or brittleness is observed. Replace if cracked or brittle. Replace if damaged. Systems with common exhaust only. Replace if damage or deterioration is observed. Replace if cracked or brittle.
	Bypass Valve Flex Hose and Stator Hose										R												R	
	Stator Ring Firewall Seal										I												R	
	Silicone/Fiberglass Exhaust Sleeves										I												R	
	Exhaust Backflow Valve (if installed)	440334	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	R	
		Enclosure Panel Acoustic Foam					I				I					I								R
¹ Power heaters ON, wait 5 minutes. Verify all heaters are at least 10°C (18°F) above ambient temperature. Heaters are externally powered. Refer to Capstone Microturbine High Humidity Package Application Guide (480035).																							Legend I = Inspect R = Replace C = Clean S = See instructions in	

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Table 4. C200/C1000 Low Pressure Natural Gas (Fuel Type F) Maintenance Schedule – 84K to 160K Hours

Maintenance Component		Work Instruction	84,000	88,000	92,000	96,000	100,000	104,000	108,000	112,000	116,000	120,000	124,000	128,000	132,000	136,000	140,000	144,000	148,000	152,000	156,000	Comments	
Air Filtration	Engine Air Filter	440213	Establish site-specific air filter and heatsink cleaning interval																			See Site-Specific Air Filter Replacement Interval Evaluation . Clean or replace units as needed.	
	Electronics Air Filter	440213																					
	IGBT and Electronic Heat Sinks	440342, 440185, 440250, 440186	Inspect every 12 months ¹																			High humidity systems only.	
	Anti-Condensation Heaters																						
Fuel Gas Booster (FGBR)	Heat Exchanger		I	I	I	I	C	I	I	I	I	I	I	I	I	I	I	I	I	I	R	Visually inspect heat exchanger exterior surfaces for pinhole or weld joint leaks. For test all power and control cables to check for damage, broken strands or loose mounts. Ensure any terminal connections are reconnected .	
	Wiring and Cabling	440203	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I		
	Variable Frequency Drive (VFD) Heat Sink		C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C	C		
	Variable Frequency Drive (VFD) Fan		Replace every 3 years																				
	Second Stage Oil Separator	440201	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R		
	FGBR Oil	440359	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R		
	Oil Filter	440358	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R		
	Scroll Compressors							R															
Fuel Supply, Combustion	Fuel System (Lines and Fittings)		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	See Gaseous Fuel Fittings and Components section in this document. More frequent replacement of fuel filters and valves may indicate an environmental, installation, or fuel quality issue that needs to be addressed. Inspect for injector tube scoring or cutting, replace if cut through. Replace if cracking, wall breaches or other damage observed	
	Inline Fuel Filter			I	R	I	I	R			I	R				I	R			I	R		
	Fuel Shutoff Valve																						
	Fuel Valve (Woodward Valve)	440209																			R		
	Injector Assemblies	440317	I	I	R	I	I	R	I	I	R	I	I	R	I	I	R	I	I	R	I		
	Igniter	440192, 440279	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R		
	Engine Combustor Liner	440304, 440333			I			I	R					I				I			R		
Batteries	UCB Battery (Dual Mode only)	440212	Replace every 2 years																			Refer to Battery Technical Reference (410044) for expected life vs. duty cycle, and Battery Maintenance for recharge intervals.	
	Battery Pack (Dual Mode only)	440066, 410072	Replace every 3 years or 20,000 hrs of microturbine operation (whichever occurs first)																				
Elect and Cables	Bay Electronics Fan and EPDB Fan									R												R	More frequent replacement may indicate site harmonic distortion levels that exceed Capstone specifications. More frequent replacement may be necessary based on ambient air conditions (airborne particulates) at site.
	EMI Filter					R								R								R	
	Ambient Climate Module and Vinyl Tube										R											R	
	Personality Modules (Frame and Engine)	440188									R											R	
	GCM, LCM, BCM Power Boards and Capacitors (BCM in Dual Mode Only)																					R	
	Externally Accessible Cables and Harnesses		High Humidity systems: Inspect every 12 months; Replace if necessary All Others: Inspect every 5 years; Replace if necessary																			Check contacts and seating.	
PH and Other	Powerhead	440316								R												R	Replace when replacing powerhead, and if cracking or brittleness is observed. Replace if cracked or brittle. Replace if damaged. Systems with common exhaust only. Replace if damage or deterioration is observed. Replace if cracked or brittle.
	Bypass Valve Flex Hose and Stator Hose																					R	
	Stator Ring Firewall Seal										I											R	
	Silicone/Fiberglass Exhaust Sleeves										I											R	
	Exhaust Backflow Valve (if installed)	440334	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I		
	Enclosure Panel Acoustic Foam					I					I					I						R	
¹ Power heaters ON, wait 5 minutes. Verify all heaters are at least 10°C (18°F) above ambient temperature. Heaters are externally powered. Refer to Capstone Microturbine High Humidity Package Application Guide (480035).																							Legend I = Inspect C = Clean R = Replace S = See instructions in this document

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Table 5. C200/C1000 Biogas (Fuel Types A, B) Maintenance Schedule – 4K to 80K Hours

Maintenance Component			Work Instruction	4,000 8,000 12,000 16,000 20,000 24,000 28,000 32,000 36,000 40,000 44,000 48,000 52,000 56,000 60,000 64,000 68,000 72,000 76,000 80,000																				Comments
Air Filtration	Engine Air Filter	440213	Establish site-specific air filter and heatsink cleaning interval																				See Site-Specific Air Filter Replacement Interval Evaluation . Clean or replace units as needed.	
	Electronics Air Filter	440213																						
	IGBT and Electronic Heat Sinks	440342, 440185, 440250, 440186	Inspect every 12 months ¹																				High humidity systems only.	
	Anti-Condensation Heaters																							
Fuel Supply, Combustion	Fuel System (Lines and Fittings)		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	See Gaseous Fuel Fittings and Components section in this document.	
	Inline Fuel Filter		I		R		I		R		I		R		I		R		I		R	More frequent replacement of fuel filters and valves may indicate an environmental, installation, or fuel quality issue that needs to be addressed.		
	Fuel Shutoff Valve	440213				R				R				R				R					R	
	Fuel Valve (Woodward Valve)	440213									R												R	
	Injector Assemblies	440342, 440185, 440250, 440186	I		R		I		R		I		R		I		R		I		R	Inspect for injector tube scoring or cutting, replace if cut through.		
	Igniter	440192, 440279	R		R		R		R		R		R		R		R		R		R	R	Replace if damage observed	
	Engine Combustor Liner	440304, 440333			I				I		R				I				I		R			
Batteries	UCB Battery (Dual Mode only)	440212	Replace every 2 years																				Refer to Battery Technical Reference (410044) for expected life vs. duty cycle, and Battery Maintenance for recharge intervals.	
	Battery Pack (Dual Mode only)	440216	Replace every 3 years or 20,000 hrs of microturbine operation (whichever occurs first)																					
Electronics and Cables	Bay Electronics Fan and EPDB Fan										R											R	More frequent replacement may indicate site harmonic distortion levels that exceed Capstone specifications.	
	EMI Filter						R					R						R				R		
	Ambient Climate Module and Vinyl Tube											R										R	More frequent replacement may be necessary based on ambient air conditions (airborne particulates) at site.	
	Personality Modules (Frame and Engine)	440188										R										R		
	GCM, LCM, BCM Power Boards and Capacitors (BCM in Dual Mode Only)																					R	Include any associated capacitor banks.	
	Externally Accessible Cables and Harnesses		High Humidity systems: Inspect every 12 months; Replace if necessary All Others: Inspect every 5 years; Replace if necessary																					Check contacts and seating.
Powerhead and Other	Powerhead	440316										R										R	Replace when replacing powerhead, and if cracking or brittleness is observed.	
	Bypass Valve Flex Hose and Stator Hose											R										R		
	Stator Ring Firewall Seal						I					R					I					R	Replace if cracked or brittle.	
	Silicone/Fiberglass Exhaust Sleeves											I										R	Replace if damaged.	
	Exhaust Backflow Valve (if installed)	440334	I		I		I		I		I		I		I		I		I		I	I	Systems with common exhaust only. Replace if damage or deterioration is observed.	
	Enclosure Panel Acoustic Foam						I					I					I					R		Replace if cracked or brittle.
¹Power heaters ON, wait 5 minutes. Verify all heaters are at least 10°C (18°F) above ambient temperature. Heaters are externally powered. Refer to Capstone Microturbine High Humidity Package Application Guide (480035).																							Legend I = Inspect C = Clean R = Replace S = See instructions in	

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Table 6. C200/C1000 Biogas (Fuel Types A, B) Maintenance Schedule – 84K to 160K Hours

Maintenance Component		Work Instruction	84,000	88,000	92,000	96,000	100,000	104,000	108,000	112,000	116,000	120,000	124,000	128,000	132,000	136,000	140,000	144,000	148,000	152,000	156,000	160,000	Comments
Air Filtration	Engine Air Filter	440213	Establish site-specific air filter and heatsink cleaning interval																				See Site-Specific Air Filter Replacement Interval Evaluation . Clean or replace units as needed.
	Electronics Air Filter	440213																					
	IGBT and Electronic Heat Sinks	440342, 440185, 440250, 440186																					
	Anti-Condensation Heaters		Inspect every 12 months ¹																				High humidity systems only.
Fuel Supply, Combustion	Fuel System (Lines and Fittings)		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	See Gaseous Fuel Fittings and Components section in this document.
	Inline Fuel Filter		I		R		I		R		I		R		I		R		I		R		More frequent replacement of fuel filters and valves may indicate an environmental, installation, or fuel quality issue that needs to be addressed.
	Fuel Shutoff Valve	440213			R				R				R				R					R	
	Fuel Valve (Woodward Valve)	440213									R											R	
	Injector Assemblies	440342, 440185, 440250, 440186		I		R		I		R		I		R		I		R		I		R	Inspect for injector tube scoring or cutting, replace if cut through.
	Igniter	440192, 440279	R		R		R		R		R		R		R		R		R		R		
	Engine Combustor Liner	440304, 440333			I				I		R				I				I			R	Replace if damage observed
Batteries	UCB Battery (Dual Mode only)	440212	Replace every 2 years																				
	Battery Pack (Dual Mode only)	440216	Replace every 3 years or 20,000 hrs of microturbine operation (whichever occurs first)																				Refer to Battery Technical Reference (410044) for expected life vs. duty cycle, and Battery Maintenance for recharge intervals.
Electronics and Cables	Bay Electronics Fan and EPDB Fan										R											R	
	EMI Filter					R					R					R						R	More frequent replacement may indicate site harmonic distortion levels that exceed Capstone specifications.
	Ambient Climate Module and Vinyl Tube										R											R	More frequent replacement may be necessary based on ambient air conditions (airborne particulates) at site.
	Personality Modules (Frame and Engine)	440188									R											R	
	GCM, LCM, BCM Power Boards and Capacitors (BCM in Dual Mode Only)																					R	Include any associated capacitor banks.
	Externally Accessible Cables and Harnesses		High Humidity systems: Inspect every 12 months; Replace if necessary All Others: Inspect every 5 years; Replace if necessary																				Check contacts and seating.
Powerhead and Other	Powerhead	440316									R											R	
	Bypass Valve Flex Hose and Stator Hose										R											R	Replace when replacing powerhead, and if cracking or brittleness is observed.
	Stator Ring Firewall Seal					I					R					I						R	Replace if cracked or brittle.
	Silicone/Fiberglass Exhaust Sleeves										I											R	Replace if damaged.
	Exhaust Backflow Valve (If installed)	440334		I		I		I		I		I		I		I		I		I		I	Systems with common exhaust only. Replace if damage or deterioration is observed.
	Enclosure Panel Acoustic Foam					I					I					I						R	Replace if cracked or brittle.
¹ Power heaters ON, wait 5 minutes. Verify all heaters are at least 10°C (18°F) above ambient temperature. Heaters are externally powered. Refer to Capstone Microturbine High Humidity Package Application Guide (480035).																							Legend I = Inspect R = Replace C = Clean S = See instructions in this document

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Table 7. C200/C1000 High Pressure Sour Gas (Fuel Type S) Maintenance Schedule – 4K to 80K Hours

Maintenance Component			Work Instruction	4,000	8,000	12,000	16,000	20,000	24,000	28,000	32,000	36,000	40,000	44,000	48,000	52,000	56,000	60,000	64,000	68,000	72,000	76,000	80,000	Comments
Air Filtration	Engine Air Filter	440213	Establish site-specific air filter and heatsink cleaning interval																				See Site-Specific Air Filter Replacement Interval Evaluation . Clean or replace units as needed.	
	Electronics Air Filter	440213																						
	IGBT and Electronic Heat Sinks	440342, 440185, 440250, 440186																						
	Anti-Condensation Heaters		Inspect every 12 months ¹																				High humidity systems only.	
Fuel Supply, Combustion	Fuel System (Lines and Fittings)		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	See Gaseous Fuel Fittings and Components section in this document.
	Inline Fuel Filter			I		R		I		R		I		R		I		R		I		R		More frequent replacement of fuel filters and valves may indicate an environmental, installation, or fuel quality issue that needs to be addressed.
	Fuel Shutoff Valve	440217				R				R					R				R				R	
	Fuel Valve (Woodward Valve)	440209					R									R							R	
	Injector Assemblies	440193		I		R		I		R		I		R		I		R		I		R		Inspect for injector tube scoring or cutting, replace if cut through.
	Igniter	440192, 440279		R		R		R		R		R		R		R		R		R		R		R
	Engine Combustor Liner	440304, 440333				I				I		R				I				I			R	Replace if cracking, wall breaches or other damage observed.
Batteries	UCB Battery (Dual Mode only)	440212	Replace every 2 years																				Refer to Battery Technical Reference (410044) for expected life vs. duty cycle, and Battery Maintenance for recharge intervals.	
	Battery Pack (Dual Mode only)	440216	Replace every 3 years or 20,000 hrs of microturbine operation (whichever occurs first)																					
Electronics and Cables	Bay Electronics Fan and EPDB Fan											R											R	More frequent replacement may indicate site harmonic distortion levels that exceed Capstone specifications.
	EMI Filter						R					R					R						R	
	Ambient Climate Module and Vinyl Tube											R											R	
	Personality Modules (Frame and Engine)	440188										R											R	More frequent replacement may be necessary based on ambient air conditions (airborne particulates) at site.
	GCM, LCM, BCM Power Boards and Capacitors (BCM in Dual Mode Only)																						R	
	Externally Accessible Cables and Harnesses		High Humidity systems: Inspect every 12 months; Replace if necessary All Others: Inspect every 5 years; Replace if necessary																				Check contacts and seating.	
Powerhead and Other	Powerhead	440316										R											R	Replace when replacing powerhead, and if cracking or brittleness observed
	Bypass Valve Flex Hose and Stator Hose											R											R	
	Stator Ring Firewall Seal						R					R					R						R	
	Silicone/Fiberglass Exhaust Sleeves											R											R	Systems with common exhaust only
	Exhaust Backflow Valve (If installed)	440334		I		I		I		I		I		I		I		I		I		I	I	
	Enclosure Panel Acoustic Foam						I					R						I					R	
¹ Filters may require more frequent attention depending on environment, installation, and/or air/fuel quality. Inspect new installations frequently to determine best inspection/replacement periods for air and fuel filters.																								Legend I = Inspect R = Replace C = Clean S = See instructions in

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Table 8. C200/C1000 High Pressure Sour Gas (Fuel Type S) Maintenance Schedule – 84K to 160K Hours

Maintenance Component		Work Instruction	84,000	88,000	92,000	96,000	100,000	104,000	108,000	112,000	116,000	120,000	124,000	128,000	132,000	136,000	140,000	144,000	148,000	152,000	156,000	160,000	Comments		
Air Filtration	Engine Air Filter	440213	Establish site-specific air filter and heatsink cleaning interval																				See Site-Specific Air Filter Replacement Interval Evaluation . Clean or replace units as needed.		
	Electronics Air Filter	440213																							
	IGBT and Electronic Heat Sinks	440342, 440185, 440250, 440186																							
	Anti-Condensation Heaters		Inspect every 12 months ¹																				High humidity systems only.		
Fuel Supply, Combustion	Fuel System (Lines and Fittings)	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	See Gaseous Fuel Fittings and Components section in this document.		
	Inline Fuel Filter		I		R		I		R		I		R		I		R		I		R		More frequent replacement of fuel filters and valves may indicate an environmental, installation, or fuel quality issue that needs to be addressed.		
	Fuel Shutoff Valve	440217			R				R				R				R				R				
	Fuel Valve (Woodward Valve)	440209			R				R				R				R				R				
	Injector Assemblies	440193	I		R		I		R		I		R		I		R		I		R		Inspect for injector tube scoring or cutting, replace if cut through.		
	Igniter	440192, 440279	R		R		R		R		R		R		R		R		R		R		R	Replace if cracking, wall breaches or other damage observed.	
Engine Combustor Liner	440304, 440333			I					I		R				I				I		R				
Batteries	UCB Battery (Dual Mode only)	440212	Replace every 2 years																				Refer to Battery Technical Reference (410044) for expected life vs. duty cycle, and Battery Maintenance for recharge intervals.		
	Battery Pack (Dual Mode only)	440216	Replace every 3 years or 20,000 hrs of microturbine operation (whichever occurs first)																						
Electronics and Cables	Bay Electronics Fan and EPDB Fan										R											R	More frequent replacement may indicate site harmonic distortion levels that exceed Capstone specifications. More frequent replacement may be necessary based on ambient air conditions (airborne particulates) at site.		
	EMI Filter						R				R					R						R			
	Ambient Climate Module and Vinyl Tube										R											R			
	Personality Modules (Frame and Engine)	440188										R											R	Include any associated capacitor banks. Check contacts and seating.	
	GCM, LCM, BCM Power Boards and Capacitors (BCM in Dual Mode Only)																						R		
	Externally Accessible Cables and Harnesses		High Humidity systems: Inspect every 12 months; Replace if necessary All Others: Inspect every 5 years; Replace if necessary																						
Powerhead and Other	Powerhead	440316										R											R	Replace when replacing powerhead, and if cracking or brittleness observed Replace earlier if cracked or brittle	
	Bypass Valve Flex Hose and Stator Hose											R											R		
	Stator Ring Firewall Seal						R								R								R		
	Silicone/Fiberglass Exhaust Sleeves											R											R	Systems with common exhaust only Replace earlier if cracked or brittle	
	Exhaust Backflow Valve (If installed)	440334	I		I		I		I		I		I		I		I		I		I		I		
	Enclosure Panel Acoustic Foam						I					R					I						R		
¹ Filters may require more frequent attention depending on environment, installation, and/or air/fuel quality. Inspect new installations frequently to determine best inspection/replacement periods for air and fuel filters.																							Legend I = Inspect C = Clean R = Replace S = See instructions in this document		

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Table 9. C200/C1000 Liquid Fuel (Fuel Type D) Maintenance Schedule – 4K to 80K Hours

Maintenance Component		Work Instruction	4,000	8,000	12,000	16,000	20,000	24,000	28,000	32,000	36,000	40,000	44,000	48,000	52,000	56,000	60,000	64,000	68,000	72,000	76,000	80,000	Comments	
Air Filtration	Engine Air Filter	440213	Establish site-specific air filter and heatsink cleaning interval																				See Site-Specific Air Filter Replacement Interval Evaluation . Clean or replace units as needed.	
	Electronics Air Filter	440213																						
	IGBT and Electronic Heat Sinks	440342, 440185, 440250, 440186																						
	Air Compressor Main Filter Element																							
	Air Compressor Safety Filter Element																							
	Air Assist Heat Exchangers		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	Visually inspect heat exchanger exterior surfaces. Clean if necessary.	
	Stage 1 and Stage 2 Air Dryers		R		R		R		R		R		R		R		R		R		R		R	
Anti-Condensation Heaters		Inspect every 12 months ¹																				High humidity systems only.		
Fuel Supply, Combustion	Fuel System (Lines and Fittings)		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	See Gaseous Fuel Fittings and Components section in this document.	
	Fuel Boost Pump	440368	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R		
	Boost Pump Fuel Filter	440367	R		R		R		R		R		R		R		R		R		R			
	Fuel Control Pump					R					R					R								
	Inline Fuel Filter		I		R		I		R		I		R		I		R		I		R		More frequent replacement of fuel filters and valves may indicate an environmental, installation, or fuel quality issue that needs to be addressed.	
	Fuel Shutoff Valve										R											R		
	Injector Assemblies	440317					R				R					R							Inspect for injector tube scoring or cutting, replace if cut through.	
	Igniter	440192, 440279	R		R		R		R		R		R		R		R		R		R			
	Engine Combustor Liner	440304, 440333				I				I		R				I				I			R	Replace if cracking, wall breaches or other damage observed.
	Batteries	UCB Battery (Dual Mode only)	440212	Replace every 2 years																				Refer to Battery Technical Reference (410044) for expected life vs. duty cycle, and Battery Maintenance for recharge intervals.
Battery Pack (Dual Mode only)		440216	Replace every 3 years or 20,000 hrs of microturbine operation (whichever occurs first)																					
Electronics and Cables	Bay Electronics Fan and EPDB Fan										R											R	More frequent replacement may indicate site harmonic distortion levels that exceed Capstone specifications.	
	EMI Filter						R				R							R				R		
	Ambient Climate Module and Vinyl Tube										R												R	More frequent replacement may be necessary based on ambient air conditions (airborne particulates) at site.
	Personality Modules (Frame and Engine)	440188									R												R	
	GOM, LCM, BCM Power Boards and Capacitors (BCM in Dual Mode Only)																						R	Include any associated capacitor banks.
	Externally Accessible Cables and Harnesses		High Humidity systems: Inspect every 12 months; Replace if necessary All Others: Inspect every 5 years; Replace if necessary																				Check contacts and seating.	
Powerhead and Other	Powerhead	440316									R												R	Replace when replacing powerhead, and if cracking or brittleness is observed.
	Bypass Valve Flex Hose and Stator Hose										R												R	
	Stator Ring Firewall Seal										I												R	Replace if cracked or brittle.
	Silicone/Fiberglass Exhaust Sleeves										I												R	Replace if damaged.
	Exhaust Backflow Valve (If installed)	440334	I		I		I		I		I		I		I		I		I		I		I	Systems with common exhaust only. Replace if damage or deterioration is observed.
	Enclosure Panel Acoustic Foam						I					I					I						R	
*Power heaters ON, wait 5 minutes. Verify all heaters are at least 10°C (18°F) above ambient temperature. Heaters are externally powered. Refer to Capstone Microturbine High Humidity Package Application Guide (480035).																								Legend I = Inspect R = Replace C = Clean S = See instructions in

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Table 10. C200/C1000 Liquid Fuel (Fuel Type D) Maintenance Schedule – 84K to 160K Hours

Maintenance Component		Work Instruction	84,000	88,000	92,000	96,000	100,000	104,000	108,000	112,000	116,000	120,000	124,000	128,000	132,000	136,000	140,000	144,000	148,000	152,000	156,000	160,000	Comments	
Air Filtration	Engine Air Filter	440213	Establish site-specific air filter and heatsink cleaning interval																				See Site-Specific Air Filter Replacement Interval Evaluation . Clean or replace units as needed.	
	Electronics Air Filter	440213																						
	IGBT and Electronic Heat Sinks	440342, 440185, 440250, 440186																						
	Air Compressor Main Filter Element																							
	Air Compressor Safety Filter Element																							
	Air Assist Heat Exchangers		I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	I	Visually inspect heat exchanger exterior surfaces. Clean if necessary.		
	Stage 1 and Stage 2 Air Dryers		R		R		R		R		R		R		R		R		R		R			
Anti-Condensation Heaters		Inspect every 12 months ¹																				High humidity systems only.		
Fuel Supply, Combustion	Fuel System (Lines and Fittings)		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	See Gaseous Fuel Fittings and Components section in this document.	
	Fuel Boost Pump	440368		R		R		R		R		R		R		R		R		R		R		
	Boost Pump Fuel Filter	440367				R				R				R				R				R		
	Fuel Control Pump						R								R							R		
	Inline Fuel Filter		I		R		I		R		I		R		I		R		I		R		More frequent replacement of fuel filters and valves may indicate an environmental, installation, or fuel quality issue that needs to be addressed.	
	Fuel Shutoff Valve										R											R		
	Injector Assemblies	440317					R				R					R						R	Inspect for injector tube scoring or cutting. replace if cut through.	
	Igniter	440192, 440279		R		R		R		R		R		R		R		R		R		R		
	Engine Combustor Liner	440304, 440333				I				I		R				I				I		R	Replace if cracking, wall breaches or other damage observed.	
Batteries	UCB Battery (Dual Mode only)	440212	Replace every 2 years																					
	Battery Pack (Dual Mode only)	440216	Replace every 3 years or 20,000 hrs of microturbine operation (whichever occurs first)																				Refer to Battery Technical Reference (410044) for expected life vs. duty cycle, and Battery Maintenance for recharge intervals.	
Electronics and Cables	Bay Electronics Fan and EPDB Fan										R											R	More frequent replacement may indicate site harmonic distortion levels that exceed Capstone specifications.	
	EMI Filter						R				R						R					R		
	Ambient Climate Module and Vinyl Tube											R										R	More frequent replacement may be necessary based on ambient air conditions (airborne particulates) at site.	
	Personality Modules (Frame and Engine)	440188										R										R		
	GCM, LCM, BCM Power Boards and Capacitors (BCM in Dual Mode Only)																					R	Include any associated capacitor banks.	
Powerhead and Other	Externally Accessible Cables and Harnesses		High Humidity systems: Inspect every 12 months; Replace if necessary All Others: Inspect every 5 years; Replace if necessary																				Check contacts and seating.	
	Powerhead	440316										R										R	Replace when replacing powerhead, and if cracking or brittleness is observed.	
	Bypass Valve Flex Hose and Stator Hose											R										R		
	Stator Ring Firewall Seal											I										R	Replace if cracked or brittle.	
	Silicone/Fiberglass Exhaust Sleeves											I										R	Replace if damaged.	
	Exhaust Backflow Valve (If installed)	440334		I		I		I		I		I		I		I		I		I		I	Systems with common exhaust only. Replace if damage or deterioration is observed.	
	Enclosure Panel Acoustic Foam						I				I				I							R	Replace if cracked or brittle.	
Power heaters ON, wait 5 minutes. Verify all heaters are at least 10°C (18°F) above ambient temperature. Heaters are externally powered. Refer to Capstone Microturbine High Humidity Package Application Guide (480035).																							Legend I = Inspect R = Replace C = Clean S = See instructions in this document	

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Table 11. Additional C200/C1000 Hazardous Location (HazLoc) Maintenance Tasks Schedule – 4K to 80K Hours

Perform these additional or modified maintenance tasks in addition to those appropriate for the system fuel type.

Maintenance Component		Work Instruction	4,000 8,000 12,000 16,000 20,000 24,000 28,000 32,000 36,000 40,000 44,000 48,000 52,000 56,000 60,000 64,000 68,000 72,000 76,000 80,000																Comments		
Air Filtration and Enclosure	Engine Air Filter	440213	Establish site-specific air filter and heatsink cleaning interval																See Site-Specific Air Filter Replacement Interval Evaluation . Clean or replace units as needed.		
	Electronics Air Filter	440213																			
	IGBT and Electronic Heat Sinks	440342, 440185, 440250, 440186																			
	Anti-Condensation Heaters (High humidity systems only)		Inspect every 12 months																Power heaters ON, wait 5 minutes. Verify all heaters are at least 100C (180F) above ambient temperature. Heaters are externally powered. Refer to Capstone Microturbine High Humidity Package Application Guide (480035).		
	Pressurization Blower Air Filter		I	C	Inspect blades every 12 months; start with both fans and verify operational with no rattling																Start with both fans and verify operational with no rattling
	Gas Detector	480010	Calibrate every 6 months																		
	Magnehelic Pressure Gauge	480010	Calibrate every 12 months																		
	Enclosure		Leak check every 12 months																Record enclosure pressure with microturbine off and compare with pressure at time of commissioning. If difference exceeds 20% inspect door gaskets and inlet/outlet ducting.		
Legend I = Inspect R = Replace C = Clean S = See instructions in this document																					

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Table 12. Additional C200/C1000 Hazardous Location (HazLoc) Maintenance Tasks Schedule – 84K to 160K Hours

Perform these additional or modified maintenance tasks in addition to those appropriate for the system fuel type.

Maintenance Component		Work Instruction	84,000 88,000 92,000 96,000 100,000 104,000 108,000 112,000 116,000 120,000 124,000 128,000 132,000 136,000 140,000 144,000 148,000 152,000 156,000 160,000																Comments		
Air Filtration and Enclosure	Engine Air Filter	440213	Establish site-specific air filter and heatsink cleaning interval																See Site-Specific Air Filter Replacement Interval Evaluation . Clean or replace units as needed.		
	Electronics Air Filter	440213																			
	IGBT and Electronic Heat Sinks	440342, 440185, 440250, 440186																			
	Anti-Condensation Heaters (High humidity systems only)		Inspect every 12 months																Power heaters ON, wait 5 minutes. Verify all heaters are at least 100C (189F) above ambient temperature. Heaters are externally powered. Refer to Capstone Microturbine High Humidity Package Application Guide (480035) .		
	Pressurization Blower Air Filter		I	C	Inspect blades every 12 months; start with both fans and verify operational with no rattling																Start with both fans and verify operational with no rattling
	Gas Detector	480010	Calibrate every 6 months																		
	Magnehelic Pressure Gauge	480010	Calibrate every 12 months																		
	Enclosure		Leak check every 12 months																Record enclosure pressure with microturbine off and compare with pressure at time of commissioning. If difference exceeds 20% inspect door gaskets and inlet/outlet ducting.		
Legend I = Inspect R = Replace C = Clean S = See instructions in this document																					

Capstone Turbine Corporation • 16640 Stagg Street • Van Nuys • CA 91406 • USA
Maintenance Guide: Capstone C200/C1000 Series Microturbine

5.2. Controllers and Accessories Scheduled Maintenance

Table 13. Capstone Controllers Scheduled Maintenance

Accessory		Every 2 years Every 3 years Every 5 years			Comments
Advanced Power Server (APS) and C1000 Controller	UPS Battery	R			
	PLC Battery		R		
PowerSync Enhanced and Master (PSE, PSM - Internal)	UPS Battery	R			
	PLC Battery		R		
	Frame Personality Module (PM)			R	
PowerSync MultiMaster (PSMM - External)	UPS Battery	R			
	PLC Battery		R		
	Frame Personality Module (PM)			R	
Capstone Logic Controller (CLC)	UPS Battery	R			Dual Mode Controller Only
	PLC Battery		R		
	Frame Personality Module (PM)			R	Dual Mode Controller Only
HazLoc Controller	UPS Battery	R			
	PLC Battery		R		
	Frame Personality Module (PM)			R	Multi Controller Only
Legend I = Inspect R = Replace C = Clean S = See instructions in this document					



6. Responsibility

It is the responsibility of Capstone to:

- Make these procedures available to Authorized Service Providers so they can successfully complete this task.

It is the responsibility of the Authorized Service Provider to:

- Read this document, understand its contents, and effectively complete procedures.
- Upon completion of service, submit a Field Service Report (420006) or Interactive Field Service Report (420006) to service@capstoneturbine.com.

7. Capstone Technical Support

If you have questions or need assistance, please contact Capstone Customer Service:

- E-mail: service@capstoneturbine.com
- Toll Free Telephone: (866) 4-CAPSTONE or (866) 422-7786
- Direct Telephone: (818) 407-3600

7.1. Capstone Document Library

The latest revisions of all Capstone product documents are available on our website. Select this link and login: http://documents.capstoneturbine.com/_login.

Capstone values your feedback. Please email comments or suggestions for improving documentation to techpubs@capstoneturbine.com and enter "Documentation" in the subject line.

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COUNCIL COMMUNICATION

CC #: 2595

File #: 0900-02 & 0900-03

Title: Utility Exploration Center Exhibit Fabrication and Installation Project – Award of Design-Assist Construction Agreement

Contact: Rana Moore 916-774-5581 rcmoores@roseville.ca.us

Meeting Date: 3/15/2023

Item #: 6.5.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Award a Design-Assist Construction Agreement for the UEC Exhibit Fabrication and Installation project with Moey Inc. in the amount of \$1,391,980; and
2. Adopt a resolution authorizing the City Manager to execute the Design-Assist Construction agreement for the project and provide change order authority of 10% of the contract amount.

BACKGROUND

The Utility Exploration Center (UEC) is an environmental learning center operated by the City of Roseville's utilities. The exhibits have not had a major overhaul since the UEC opened in 2008. Since opening, the UEC has served over 600,000 program participants through facilitated school tours, visitor center permanent and changing exhibits, special events, green living workshops, and outreach programs.

Roseville Electric Utility purchased a four-story, 56,248 square foot building at 116 S. Grant Street in January 2020. Development of the building has enabled the utility to provide a one-stop shop for all customer service needs, and is planned to include utility demonstration exhibits that will highlight utility topics or initiatives.

This Design-Assist Construction Agreement is for services to demolish existing UEC exhibits, to fabricate and install updated exhibits for the UEC, and to install a portion of the exhibits for the building at 116 S. Grant Street.

On October 12, 2022, a request for proposals (RFP) for construction services of the exhibits, using a Design-Assist project delivery method, was published. On November 21, 2022, five proposals were received by the City Clerk's office. Based upon review of the proposals by the Proposal Evaluation Committee, two shortlisted proposers were selected for interview. Moey Inc. was identified as the highest ranked using the evaluation criteria outlined in the RFP. Staff therefore recommends that the contract be awarded to Moey Inc.

FISCAL IMPACT

The total contract value of the agreement with Moey Inc. is in the amount of \$1,531,178.00. Of this contract amount, \$1,526,327.00 is for the UEC Exhibit Fabrication and Installation Project, and \$4,851.00 is for the 116 S. Grant Street Tenant Improvements Project. Funding for this agreement is as follows:

1. UEC Exhibit Fabrication and Installation Project budget (#500065) which is funded as follows: Roseville Electric Fund (50%), Water Rehabilitation Fund (16.67%), Wastewater Rehabilitation Fund (16.67%), and Waste Services Rehabilitation Fund (16.66%).
2. 116 S. Grant Street Building: Roseville Electric's 116 S. Grant Street Tenant Improvements Project budget (#500160) is in the Electric Fund.

No additional funds are required at this time.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3).

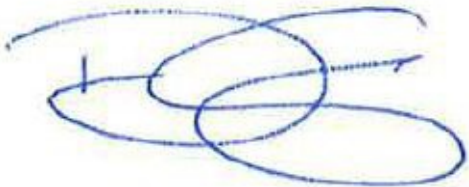
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Rana Moore, Associate Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-097

Design Assist Agreement

Drawings

RESOLUTION NO. 23-097

APPROVING A DESIGN-ASSIST CONSTRUCTION AGREEMENT, BY AND BETWEEN
MOEY, INC., AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY
MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Design-Assist Construction Agreement for the Utility Exploration Center Exhibit Fabrication and Installation Project, by and between Moey, Inc., and the City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



CONTRACT DOCUMENTS FOR

DESIGN-ASSIST AND CONSTRUCTION OF

UTILITY EXPLORATION CENTER EXHIBIT FABRICATION

AND INSTALLATION

AGREEMENT

INCLUDING:

Agreement and Agreement Exhibits

January 11, 2023

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DESIGN-ASSIST CONSTRUCTION AGREEMENT

UTILITY EXPLORATION CENTER EXHIBIT FABRICATION AND INSTALLATION

This Design-Assist Construction Agreement (“Agreement”) is made and entered into on this _____ day of _____, 2023, by and between the CITY of Roseville, a municipal corporation (“CITY”), and MOEY INC., hereinafter referred to as “CONTRACTOR”).

RECITALS

WHEREAS, CITY issued a Request for Proposals for the Utility Exploration Center Exhibit Fabrication and Installation RFP #08-106 (“RFP”), which is incorporated fully herein by reference, pursuant to which CITY solicited proposals from design-assist contractors to construct the Utility Exploration Center Exhibit Fabrication and Installation Project; and

WHEREAS, CONTRACTOR has submitted a proposal, dated December 19, 2022 attached hereto and made a part hereof as Exhibit B – “Contractor’s Proposal”, and CITY has selected CONTRACTOR to provide design and construction services as set forth in this Agreement; and

WHEREAS, CONTRACTOR is ready, willing and able to perform the aforementioned services required in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

ARTICLE 1 - DEFINITIONS OF LANGUAGE USED, WORDS AND TERMS

Where used in the Contract Documents, the following words and terms shall have the meanings indicated. The meanings shall be applicable to the singular, plural, masculine and feminine of the words and terms.

The Contract Documents include the terms “as allowed,” “as approved,” “as ordered”, “as directed” or terms of like effect to authorize an exercise of professional judgment by the CITY, Construction Manager or Designer. The adjectives/terms “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” and “of like effect” are used to describe an action or determination of the CITY, Construction Manager or Designer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term is not intended to and shall not be effective to assign to CITY, Construction Manager or Designer any duty or authority to supervise or direct the performance of the Work or any duty or authority contrary to the other provisions of the Contract Documents.

Specification Section Paragraphs entitled "Section Includes" summarize briefly what is generally included in the section. Requirements of Specifications are not limited by "Section Includes" paragraphs.

Specifications and Drawings have been partially streamlined by intentionally omitting words and phrases, such as "the Contractor shall," "in conformity therewith," "shall be" following "as indicated," "a," "an," "the" and "all." The phrases "by CITY’s Representative", “by Designer”, and “by Construction Manager” modify words such as "accepted," "directed," "selected," "inspected," "permitted," “submit”,

“report”, and “satisfactory” when they are unmodified. Words "Contractor shall" are implied when direction is stated.

Colons (:) are used to introduce a list of particulars, an amplification, or an illustrative quotation. When used after designation of product, colons are used in place of words “shall be.”

Whether the term or phrase is capitalized or in all capitals (for example, Contractor or CONTRACTOR) in the Contract Documents shall be deemed to be the same for purposes of the Definitions of Language Used, Words and Terms.

- 1.1. **“Agreement” or “Contract”** means this Design-Assist Construction Agreement, its exhibits, and all amendments and/or modifications hereto executed by the parties. The defined terms “Contract” and “Agreement” may be used throughout interchangeably and should be considered as one in the same defined term.
- 1.2. **“Allowance” or “Construction Allowance”** is an amount of money set aside under the Contract for a special purpose identified and defined in the Contract Documents. Voluntary Allowance items are described by Contractor in Exhibit C – Guaranteed Maximum Price, Fee, and Cost of Work and are included in the total GMP.
- 1.3. **“Applicable Laws”** means all laws, codes, ordinances, rules and regulations of **governmental** authorities having jurisdiction over the Site and/or the Work.
- 1.4. **“Application for Payment”** means the document prepared by CONTRACTOR and **submitted** to CITY showing CONTRACTOR’s entitlement to progress payments, the requirements of which are more fully described in Article 8 hereof.
- 1.5. **“Architect/Engineer”** means a licensed professional(s) (and/or entity(ies)), who provides architectural and/or engineering services as may be required by the Work. The Architect/Engineer shall be registered in the State of California and the architect and/or engineer of record for the Work pursuant to their design responsibilities.
- 1.6. **“Asbestos”** is any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 1.7. **“Authorized Representatives”** means the Design-Assist Team and those individuals appointed by CITY and CONTRACTOR from time to time in accordance with the provisions of Article 4.2.1.
- 1.8. **“Beneficial Occupancy” or “Beneficial Occupation”** is a term that can be used to describe a distinct portion of the Work, that in the CITY’s Representative’s opinion, is capable of being used for its intended purpose, even though it may have some minor deficiencies, including outstanding punch list items to complete.
- 1.9. **“Business Day”** means any day when the office of the CITY Clerk of the CITY of Roseville is open for business.
- 1.10. **“Certificate of Substantial Completion”** means a certificate prepared by CONTRACTOR in accordance with Article 8.13 and forwarded to CITY.
- 1.11. **“Certificate of Final Completion”** means a certificate prepared by CONTRACTOR and forwarded to CITY stating that the Project is finally complete and that CONTRACTOR is entitled to Final Payment in accordance with Article 8.14 hereof.
- 1.12. **“Change Directive”, “Change Order”, or “Construction Change Directive (CCD)”** is a written order prepared by the Construction Manager and signed by the CITY, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract GMP amount or

Contract Time.

- 1.13. **“Change Proposal”** means a proposal for a Change Order submitted by CONTRACTOR to CITY, either at the request of CITY, or at CONTRACTOR's own initiative.
- 1.14. **“CITY”** refers to the CITY of Roseville, the governing body of which is termed the “CITY Council”.
- 1.15. **“CITY’s Representative”** is the person(s) designated by the Director of the CITY’s Environmental Utilities Department who has been duly authorized to exercise control and supervision of the Work. A CITY’s Representative generally will be either a professional engineer or architect, depending on the nature of the Work, but is not required to be a professional engineer or architect. The CITY may change the individual(s) acting as the CITY’s Representative(s), or delegate one or more specific functions to one or more specific CITY’s Representative at any time without notice and without liability to Contractor. Each CITY’s Representative is the beneficiary of all Contractor obligations to CITY, including without limitation, all releases and indemnities
- 1.16. **“Claim”**. A demand or assertion by the Contractor seeking an adjustment of the GMP or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
- 1.17. **“Construction Documents”** means the plans and specifications prepared by the Design Assist Team for the Project, approved by CITY, and incorporated into this Agreement by reference after such approval, to be used to construct the Project. The Construction Documents shall set forth in detail all items necessary to complete the construction of the Project in accordance with the Contract Documents (subject to their completion following commencement of the Construction Phase). All amendments and modifications to the Plans and Specifications must be approved by CITY prior to incorporation into this Agreement. CONTRACTOR’s attention is hereby directed to the confidentiality requirements of Article 2.12.
- 1.18. **“Construction Consultant”**. The CITY may retain a Construction Consultant(s) as it deems necessary to assist/advise the CITY staff and/or other CITY consultants during the progress of the Work. Any Construction Consultant retained by CITY for this Project will not have any formal contract administration responsibilities. The Construction Consultant(s) is the beneficiary of all Contractor obligations to CITY, including without limitation, all releases and indemnities.
- 1.19. **“Construction Manager”** is the person designated, in writing, by the CITY to act as its representative at the Site and to perform administrative functions relating to this Agreement. The Construction Manager shall also furnish inspection services as provided by the contract between the Construction Manager and the CITY. All contact between the Contractor and the CITY shall be through the Construction Manager; unless otherwise specified or directed. Only the CITY may modify the Agreement. The CITY may assign all or part of the CITY’s Representative’s duties, rights and responsibilities to the Construction Manager. The Construction Manager is the beneficiary of all Contractor obligations to CITY, including without limitation, all releases and indemnities.
- 1.20. **“Construction Phase”** means the period beginning with the issuance of the Construction Notice to Proceed (NTP) and ending on the date of Final Completion of the Project.
- 1.21. **“Construction Work”** means that portion of the Work consisting of the provision of labor, materials, equipment and services in connection with the construction of the Project as set forth in the Contract Documents.
- 1.22. **“Contingency Costs”** means those items of Cost of the Work attributable to a contingency for which CITY is responsible and which are payable by CITY to CONTRACTOR pursuant to a

Change Order as provided in Article 9.7-CHANGE ORDERS ON ACCOUNT OF CONTINGENCIES.

- 1.23. **“Contract”** means this Design-Assist Construction Agreement, its exhibits, and all amendments and/or modifications hereto executed by the parties. The defined terms “Contract” and “Agreement” may be used throughout interchangeably and should be considered as one in the same defined term.
- 1.24. **“Contract Documents”** means 1) this document (Agreement) and its Exhibits, 2) the Technical Specifications, and 3) Project Drawings, all of which form the entire integrated agreement between CITY and CONTRACTOR. In the event of a conflict between any of these documents, this Agreement controls, followed by its Exhibits.
- 1.25. **“Contract Time”** The number of days or the dates stated in the Agreement to: (i) achieve Milestones, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Construction Manager’s written recommendation of final payment. See Exhibit H - COMPLETION TIMES AND LIQUIDATED DAMAGES.
- 1.26. **“CONTRACTOR”** means the individual or entity identified in the preamble to this Agreement.
- 1.27. **“CONTRACTOR’S Plant and Equipment”** means the equipment, material, supplies and all other items, except labor, brought onto the Site by the Contractor to carry out the Work, but not to be incorporated in the Work.
- 1.28. **“CONTRACTOR Event of Default”** shall have the meaning set forth in Article 14.1 hereof.
- 1.29. **“Cost of the Work”** consists of those items of Work, which are paid for by CITY to CONTRACTOR, and consist of those categories of costs set forth as allowable on Exhibit C.
- 1.30. **“County”** refers to Placer County where the Site is located.
- 1.31. **“CPM”** means a critical path method schedule in the form of precedents, networks and time sequences.
- 1.32. **“Day” or “Days”** means calendar days, including legal holidays, Saturdays and Sundays, unless specifically noted otherwise. The day shall be 24 hours measured from midnight to the next midnight.
- 1.33. **“Defective Work”** refers to Work that does not meet the requirements of the Contract Documents and has been identified to the Contractor by the Construction Manager in writing because the Work:
- a. Does not meet the requirements of or conform to the Contract Documents; or
 - b. Does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - c. Has been damaged prior to Construction Manager’s or Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by CITY as of the Substantial Completion date in accordance with the Contract Documents).
- Punch list or other minor corrective items of work that are not in compliance with the Contract Documents do not meet to the definition of “Defective Work” as used in these Contract Documents. For work to be deemed “Defective Work,” the Construction Manager must have notified the Contractor in writing of a defective item of the Work.
- 1.34. **“Design-Assist Team”** includes the following: Designer; CONTRACTOR; and/or others as coordinated by CONTRACTOR and CITY.

- 1.35. **“Design Development Documents”** means the drawings, specifications and other documents prepared by the Design-Assist Team for CITY's review and approval prior to the preparation of the Construction Documents. The Design Development Documents shall illustrate the scale and relationship of Project components, outline the nature and structural exterior and three dimensional scale of the Project and shall fix and describe in detail the configuration and character of the Project concerning all items of the Project necessary for the complete and final preparation of the Construction Documents in accordance with the requirements of the Contract Documents, including architectural and electrical systems, materials and such other elements as may be appropriate. CONTRACTOR's attention is hereby directed to the confidentiality requirements of Article 2.12.
- 1.36. **“Design Materials”** means any and all documents, shop drawings, electronic information, data, plans, drawings, sketches, illustrations, specifications, descriptions, models and other information developed, prepared, furnished, delivered or required to be delivered by CONTRACTOR to CITY under the Contract Documents or developed or prepared by CONTRACTOR specifically to discharge its duties under the Contract Documents. CONTRACTOR's attention is hereby directed to the confidentiality requirements of Article 2.12.
- 1.37. **“Design-Assist Work”** means that portion of the Work consisting of the design-assist services required to be provided in connection with the Designer's design of the Project as set forth in the Contract Documents, which shall be performed consistent with the standards of care set forth herein.
- 1.38. **“Designer”** means design professional(s) (and/or entity(ies)), retained by CITY, who provides design services as may be required by the Work. The Designer may be substituted or replaced at the discretion of CITY. The Designer may also be referred to as the “CITY's Representative” if the definition is used in a Designer role and capacity. The CITY may assign all or part of the CITY's Representative's duties, rights and responsibilities to the Designer. Such representatives shall act within the scope of the particular duties delegated to them.
- 1.39. **“Direct”** is an action of the CITY or Construction Manager by which the Contractor is ordered to perform or refrain from performing work under the Agreement.
- 1.40. **“Drawings”**, also referred to as **“Plans”** are that part of the Contract Documents consisting of the graphical and technical requirements of the Agreement as included on the plan, profile, section and detail sheets, included in a response to Request for Information or any revisions issued by Engineer. Drawings, or reproductions thereof, show the location, character, dimensions and details of the Work to be done. Shop drawings and other Contractor submittals are not Drawings as so defined.
- 1.41. **“Engineer”**. The engineer designated by the CONTRACTOR to have professional design control over the Work or a specified portion of the Work, acting either directly or through duly authorized representatives. As applicable, the engineer will be the Engineer of Record for the design. The Engineer may also furnish inspection services as provided by the Agreement.
- 1.42. **“Equipment”** (Construction) is all machinery and equipment, together with the necessary supplies for upkeep and maintenance, including tools and apparatus necessary for the proper construction and acceptable completion of the Work contemplated. Equipment (Installation) is all material or articles used in equipping a facility or apparatus required to fulfill a functional design.
- 1.43. **“Execution”** means field or site performance, workmanship, installation, erection, application, field fabrication, quality control, and protection of installed products on the Site.

- 1.44. **“Excusable Delay”** shall have the meaning set forth in Article 7.3.3.
- 1.45. **“Extra Work”** is new or unforeseen work, or added work of a different character or function; or that involves revisions of the details of the Work on which Contractor based its GMP. If the extra work increases the Contractor’s Cost of the Work and/or time to perform the Work, and is approved by the CITY via a written Change Order, the GMP and/or Contract Times shall be adjusted as provided in the Contract Documents. Extra Work shall not include Work which is shown, detailed or specified in the Contract Documents or which constitutes “Incidental Work” as defined within the Contract Documents definition below.
- 1.46. **“Fee”**, if applicable, means the fee payable to CONTRACTOR pursuant to this Agreement and as part of the GMP, if shown on Exhibit C – GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE attached hereto.
- 1.47. **“Field Directive”** is a change in the scope of the Agreement that does not cause an increase in the Cost of the Work, nor an adjustment to the GMP or the Contract Time(s), unless the Construction Manager determines the Field Directive warrants a Change Order.
- 1.48. **“Field Order”** is a written instruction given to the Contractor by Construction Manager authorizing work that is a change to the scope of Work to be performed on a time and material basis or a lump sum cost agreed to between CITY and the Contractor and documented in a Change Order.
- 1.49. **“Final Acceptance”** is the formal approval by CITY in accepting a portion of the Contractor’s work as completed.
- 1.50. **“Final Completion”** means the date when the work is 100% complete in accordance with the terms and conditions of the Contract Documents, including completion of all Punch list items as certified by the Construction Manager.
- 1.51. **“Force Majeure”** includes industry wide or nationwide labor dispute (excluding labor shortage), fire, unusual delay in transportation or delivery, unavoidable casualty, flood (assuming CONTRACTOR has taken reasonable precautions), earthquake, epidemic, civil disturbance, war, freight embargo, riot, sabotage (by persons other than CONTRACTOR or Subcontractors), material shortage or any other similar act or condition, in each case only to the extent the event in question is beyond the reasonable control of and without the fault or negligence of CONTRACTOR. It is expressly agreed that the following matters shall not constitute Force Majeure:
- a. Lack of or inability to use funds for any reason;
 - b. Any occurrence which results from the wrongful act, or wrongful omission, of the affected party, or the failure by the affected party to act in a prudent and proper manner and in accordance with good and accepted industry practices;
 - c. Any failure by the affected party to reach agreement with any third party necessary to enable the affected party to perform its obligations under this Agreement;
 - d. An event or circumstance, where the event or circumstance, or its effects on the affected party, or the resulting inability of the affected party to perform its obligations could have been prevented, overcome or remedied by the exercise by the affected party of the standard of care and diligence consistent with that of a reasonable and prudent person;
 - e. Breakdown of Contractor’s Equipment;
 - f. Strike or industrial action of Contractor’s employees or those of subcontractors; or
 - g. Adverse weather conditions including, without limitation, wet weather, unless the

weather is unusually severe for the Site.

- 1.52. **“Governmental Approvals”** means those CITY approvals necessary for the completion of the Project, including, but not limited to, modification of existing zoning, vacation of certain streets and/or alleys, and modifications to or variances from applicable building or zoning regulations.
- 1.53. **“Guaranteed Maximum Price” or “GMP”** means the amount set forth on Exhibit C- GUARANTEED MAXIMUM PRICE, FEE, AND COST OF WORK hereto, which may be increased or decreased in accordance with the provisions of the Contract Documents.
- 1.54. **“Hazardous Materials”** means those items identified on Exhibit E-HAZARDOUS MATERIALS hereto.
- 1.55. **“Holidays”** are the legal holidays as designated by the CITY including: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran’s Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day.
- 1.56. **Incidental Work.** Incidental work includes reasonably implied parts of the not shown on Drawings nor described in Specifications, but which is necessary or normally or customarily required as a part of the Work shown on the Drawings or described in the Specifications to provide a complete installation which is fully connected and tied into the existing facilities and processes and is fully functional and operational. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and expense thereof shall be included in the GMP. Incidental work shall be performed by Contractor and included in the Cost of the Work without an increase in the GMP.
- 1.57. **“Indemnified Parties”** includes, but is not limited to, CITY, its agents, officers, employees, and volunteers.
- 1.58. **“Inspector”** shall mean the person(s), firm(s), or agency(ies) employed by the CITY to perform inspection during construction of the Work, under the direction of the Construction Manager. It shall also mean any representative of the CITY who will perform inspections of the Work for code compliance and quality assurance reporting in addition to those inspections performed by the CITY’s Representative and/or the Engineer. Said inspector may be the Construction Manager or may be another representative of the CITY.
- 1.59. **“Liquidated Damages”** means the damages payable by CONTRACTOR to CITY in the event CONTRACTOR does not achieve project Milestones Final Completion of the Project by the date required on the Schedule, as adjusted, as more fully described in Article 7.5 and Exhibit H- COMPLETION TIMES AND LIQUIDATED DAMAGES hereof.
- 1.60. **“Modification”** means an amendment to this Agreement executed by the parties after the date hereof.
- 1.61. **“Non-Excusable Delay”** shall have the meaning set forth in Article 7.3.2.
- 1.62. **“Notice of Completion”** is the formal action taken by the CITY in determining that the Contractor’s Work has been completed, or as delegated pursuant to a CITY Council resolution, accepting the Work as fully completed. The written notice is signed by the CITY and filed with the County Recorder.
- 1.63. **“Notice to Proceed” (NTP)** is the written notice given by the CITY to the Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.
- 1.64. **“Or Equal”** means any product, equipment, material, thing, service, mean/method or service which is proposed by the Contractor for use in the Work, which is equal to or better than, and is

as suitable as the product, equipment, material, thing, service, mean/method or service specified in the Contract Documents as to function, performance, reliability, quality, schedule and general configuration. Any “or equal” substitutions must be approved by the CITY.

- 1.65. **“Owner”** refers to the CITY, or authorized representative as approved by the CITY.
- 1.66. **“Party”** shall mean CITY or CONTRACTOR individually, and **“Parties”** shall mean CITY and CONTRACTOR collectively.
- 1.67. **“Payment and Performance Bonds”** means the payment bond and performance bond issued by an admitted Surety covering the faithful performance and completion of the Construction Work, including payment for all materials and labor furnished or supplied in connection with the Construction Work, by CONTRACTOR. Such bonds shall be in the form described in Exhibit G-BOND FORMS.
- 1.68. **“Plans”**. See “Drawings”.
- 1.69. **“Project”** means the design and construction of the project described in the Recitals, together with all on-site infrastructure, site improvements and appurtenances to be designed, constructed and installed in connection therewith, as more fully set forth and described in the Contract Documents and as required thereby or reasonably inferred therefrom.
- 1.70. **“Project Manager”** means the person assigned by the Director of the CITY’s administering department to monitor the Project and Work.
- 1.71. **“Proposal”** is the offer of a Proposer to perform the Work pursuant to completed prescribed Bid Proposal requirements and forms, properly executed and guaranteed, and timely submitted.
- 1.72. **“Punch List”** means those minor items of Work to be completed after Substantial Completion and prior to Final Completion, which do not prevent the Project from being used for the purpose for which it is intended and which will not prevent beneficial occupancy or use.
- 1.73. **“Reference Specifications”** are those standards, rules, method of tests or analysis, codes, and specifications of other agencies, engineering societies, or industrial associations referred to in the Contract Documents.
- 1.74. **“Request for Information”** also referred to as “Request for Clarification”. A Request for Information (RFI) is issued by the Contractor to the Construction Manager requesting additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems which have arisen under field conditions. A RFI is not to be used for request for materials/equipment substitutions or value engineering/cost reduction incentive proposals.
- 1.75. **“Request for Quotation”** is a request for a proposed cost made to the Contractor by the CITY to add, delete or change the Work. A Request for Quote (RFQ) shall not be deemed to be a direction to proceed with any addition, deletion or change to the Work.
- 1.76. **“Retention”** means the amount withheld from progress payments from CITY to CONTRACTOR from time to time, as more fully described in Article 8.6-RETENTION, ESCROW AGREEMENT, FINAL PAYMENTS hereof.
- 1.77. **“Samples”** refers to physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 1.78. **“Schedule”** means the schedule pursuant to the Proposal and/or other Contract Documents to which CONTRACTOR has agreed to complete the Work. The Schedule shall be adjusted

pursuant to the provisions of the Contract Documents. In the event the Schedule is not contained within the Proposal, then CONTRACTOR shall provide to CITY, within fifteen (15) days of issuance of a Notice To Proceed by CITY, with a complete milestone schedule identifying, among other things, critical paths (if any) and total calendar days until Substantial and Final Completion. In the event the Schedule is contained in the Proposal, the start of the Schedule shall be adjusted by the CONTRACTOR to reflect the date of the Notice To Proceed.

- 1.79. **“Scheduled Date of Substantial Completion”** means the date CONTRACTOR has agreed to achieve Substantial Completion of the Project in accordance with the Schedule, as adjusted.
- 1.80. **“Scope Change Costs”** means those items of Cost of the Work attributable to changes in scope of the Work and payable by CITY to CONTRACTOR pursuant to a Change Order, as provided in Article 9-CHANGES IN THE WORK.
- 1.81. **“Separate Contractors”** means those individuals or entities (including, but not limited to, concessionaires) who have entered into arrangements with CITY for the provision of labor, materials or other services in connection with the Project.
- 1.82. **“Shop Drawings (Submittals)”** are drawings, diagrams, illustrations, schedules, performance charts, instructions, brochures, and other data which are prepared by the Contractor or any subcontractor, manufacturer, supplier, or distributor and which illustrate some portion of the Work.
- 1.83. **“Site”** is the real property on which the Project will be located.
- 1.84. **“Specifications”** are that part of the Contract Documents consisting of written descriptions of the technical features of materials, equipment, construction systems, standards, and workmanship.
- 1.85. **“Specify”** refers to information described, shown, noted or presented in any manner in any part of the Agreement.
- 1.86. **“State”** is the State of California.
- 1.87. **“State of California Specifications”** are the State of California Department of Transportation Standard Specifications in effect as documented in the Specifications and/or Drawings. Also referred to as State Standard Specifications and Caltrans Standard Specifications.
- 1.88. **“Subcontract”** means an agreement between CONTRACTOR and another person or entity engaged to perform a portion of the Work.
- 1.89. **“Subcontractor”** means an individual or entity who has entered into an agreement with CONTRACTOR or another Subcontractor for the provision of labor, materials or other services required to be performed by CONTRACTOR under the Contract Documents.
- 1.90. **“Subcontractor-KEY”**. Key subcontractors are defined as a subcontractor who will perform greater than or equal to twenty-five percent (25%) of the GMP.
- 1.91. **“Subcontractor-MAJOR”**. Major subcontractors are defined as a subcontractor who will perform greater than five percent (5%) of the GMP.
- 1.92. **“Subcontractor-LISTED”**. Listed subcontractors are defined as a subcontractor who will perform greater than one half percent (>0.5%) of the GMP.
- 1.93. **“Submittals”** are the information which is specified for submission to the Construction Manager in accordance with the Contract Documents.
- 1.94. **“Substantial Completion”** means the stage in the progress of the Work when the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents

so that CITY may use the Project for its intended purpose. Determination of Substantial Completion is solely at the discretion of the CITY. Substantial Completion does not mean complete in accordance with the Agreement nor shall Substantial Completion of all or any part of the Project entitle the Contractor to Final Completion under the Agreement.

- 1.95. **“Surety”** means one or more issuers of the Payment and Performance Bonds, each of which shall be admitted and licensed to do business in the State of California.
- 1.96. **“Surveyor”** means a land surveyor licensed in the State of California.
- 1.97. **“Trade Names”**. Where a certain product is called by its Trade Name, it is intended as a guide for type and quality.
- 1.98. **“Typical Details”** are details of standard structures, devices or instructions referred to on the Plans and Specifications by title or number and developed by the Engineer.
- 1.99. **“Underground Facilities”** means all underground pipelines, including but not limited to, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electrical, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
- 1.100. **“Unit Price Work”** is work to be paid for on the basis of unit prices.
- 1.101. **“Utility”** is a public or private fixed works for, including but not limited to, the transportation of fluids, gasses, power, signals, or communications.
- 1.102. **“Work” or “Scope of Work”** means the Project, inclusive of all labor, materials and services required to be performed or provided by CONTRACTOR officers, employees, agents, Subcontractors or Suppliers pursuant to the provisions of this Agreement and its Exhibits.
- 1.103. **“Work Day”**. A working day is defined as any day, except Saturdays, Sundays and CITY’s Legal Holidays. Any work scheduled by the Contractor on non-working days (Saturdays, Sundays, and CITY Legal Holidays) shall be verified with the CITY at least 72 hours in advance. Depending on the circumstances, the CITY may request Contractor compensation for inspection work, at an hourly rate, for any work performed on non-working days and for overtime.

ARTICLE 2 - SCOPE OF WORK / PROJECT REQUIREMENTS

2.1 Scope of Work Summary

The CITY, in conjunction with its Designer and other consultants, developed the Design-Assist and Construction Contract Documents for the Utility Exploration Center Exhibit Fabrication and Installation. The scope of the project includes fabrication, shipping, and installation of new exhibitory for the Utility Exploration Center, as more fully described in Contractor’s proposal, attached hereto as Exhibit B and incorporated herein.

2.2 Performance of Work

CONTRACTOR shall perform the Work in accordance with this Agreement. CONTRACTOR covenants and agrees that it shall be responsible for performing and completing, and for causing all Subcontractors to perform and complete, the Work in accordance with the Contract Documents, standard professional and trade practices, Local Ordinances, and Applicable Laws. CONTRACTOR covenants that the Work

and the materials provided thereunder shall be appropriate for the purposes stated in the Request for Proposal and Proposal. Although it is the responsibility of CONTRACTOR to conform the Work to Applicable Laws at all times, to the extent there is a change in one or more Applicable Laws after the date of execution of this Contract, and such change has the effect of increasing the cost or time of performance of the Work, such change may be the subject of a Change Order under the provisions of Article 9-CHANGES IN THE WORK hereof.

2.3 Standards of Performance

The Work shall be performed by CONTRACTOR in accordance with the professional standards applicable to projects, buildings or work of complexity, quality and scope comparable to the Work and the Project. CONTRACTOR may make such additions or substitutions to personnel and responsibilities as it deems necessary or appropriate in order to carry out its responsibilities hereunder, provided such personnel shall be suitably qualified. Nothing in this Agreement shall be construed to create any contractual liability with CITY toward any Subcontractor.

2.4 Execution, Correlation and Intent

2.4.1 Execution of Agreement.

Execution of this Agreement by CONTRACTOR is a representation that CONTRACTOR has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

2.4.2 Intent of Contract Documents.

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by CONTRACTOR. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by CONTRACTOR shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results. Any work, materials or equipment that may reasonably be inferred from the requirements of the Contract will be furnished and performed whether or not specifically called for. When words or phrases that have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning

2.4.3 Organization of Material.

Organization of the Design Materials into divisions, sections and articles, and arrangement of drawings does not necessarily control CONTRACTOR in dividing the Construction Work among Subcontractors or in establishing the extent of Construction Work performed by any trade.

2.4.4 Resolving Conflicts

In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

- A. Permits from other agencies specifically required for the performance of the Work as may be required by law,
- B. Supplemental Agreements and Change Orders, the one dated later having the precedence over another dated earlier,
- C. Agreement,

- D. General Requirements (Division 1),
- E. Technical Specifications (Division 2 and all other Divisions following),
- F. Contract Drawings,
- G. CITY of Roseville's most current version of Construction Standards and Design Standards and Amendments to the Current Version,
- H. Other Referenced Standard Specifications, and
- I. Other Referenced Standard Plans.

With reference to the Drawings, the order of precedence is as follows:

- A. Addenda/Change Order drawings govern over any other drawings,
- B. Enumerated dimensions govern over scaled dimensions,
- C. Detail drawings govern over general drawings, and
- D. Contract Drawings govern over standard drawings/plans.

The provisions of the Contract Documents shall take precedence over any Laws or Regulations applicable to the performance of the work unless such an interpretation of the provisions of the Contract Documents would result in a violation of such Law or Regulation.

2.4.5 Meaning of Words

Unless otherwise stated in this Agreement, words which have well-known technical or construction industry meanings are used in accordance with such recognized meanings.

2.5 Contractor Services and Facilities

2.5.1 General.

CONTRACTOR shall provide everything required for the orderly progress and proper execution and completion of the Work and the Project in accordance with the requirements of the Contract Documents, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work, including, but not limited to, services, labor, materials, equipment, furnishings, tools, construction equipment and machinery, utilities, transportation and other facilities and services.

2.5.2 Supervision

CONTRACTOR shall supervise and direct the Work in accordance with its best skill and attention. CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures. CONTRACTOR shall be responsible to CITY for the acts and omissions of, and whenever this Contract refers to the negligence, fault or omission of CONTRACTOR, such term shall include the negligence, fault or omission of, CONTRACTOR's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under an agreement with CONTRACTOR. CONTRACTOR shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by tests, inspections or approvals required or performed by persons other than CONTRACTOR.

2.5.3 Coordination

CONTRACTOR shall coordinate construction requirements with Governmental agencies, utilities, and all other parties either involved in infrastructure improvements or otherwise affected by the design and construction requirements.

2.5.4 Design-Assist Development Coordination

CONTRACTOR understands and agrees that all Design Development Documents and time schedules prepared by Designer must be coordinated with CONTRACTOR and CITY. CONTRACTOR shall participate and provide recommendations in the development of the drawings and other documents to fix and describe the size and character of the Project in its entirety as to structural, and electrical systems, materials and other essentials in CONTRACTOR's capacity as a general contractor and not as a design professional, focusing on constructability and cost implications of the evolving design.

2.5.5 Construction Documents Coordination. [reserved]

2.5.6 Cooperation

CONTRACTOR shall cooperate with the Designer, and CITY's financial, design and construction consultants and all other designated representatives during the design and construction of the Project.

2.5.7 Management

CONTRACTOR shall implement suitable management systems and work plans for the Project relative to Project safety, quality assurance and managing and controlling the Work.

2.5.8 Reports

CONTRACTOR shall prepare and submit to CITY monthly progress reports on the Work accomplished during the previous monthly period, which reports shall be prepared in a manner and in a format reasonably acceptable to CITY. Such reports shall be furnished at the time of submission of each monthly Application for Payment. As part of such report, CONTRACTOR shall provide an updated Schedule, including CPM, if any, illustrating the progress that has been made, by reference to the initial CPM, and specifying whether the Work is on schedule or behind schedule and actions being taken to correct Schedule slippage. The monthly report shall also set forth CONTRACTOR's projected progress for the forthcoming month.

2.6 Labor and Materials; Liens (Stop Payment Notice Claims); Indemnity

Unless otherwise provided in the Contract Documents, CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

CONTRACTOR shall enforce strict discipline and good order among CONTRACTOR's employees, subcontractors, and other persons carrying out the Work. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR shall not permit any Subcontractor, materialman, or laborer to place liens on the Project covering any portion of the Work for which CITY has made payment to CONTRACTOR. If any liens (e.g., stop payment notice claims) are imposed, CITY may withhold payment in the amount of 125% of the claim until such time an unconditional release is provided in a form satisfactory to CITY.

CONTRACTOR shall indemnify, defend, and hold harmless CITY regarding any claim or lien that

proceeds to, or is the subject of litigation. CITY may withhold payment(s) pending compliance with this provision.

2.7 Local Conditions; Environmental Site Conditions

2.7.1 Local Conditions

CONTRACTOR represents that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which are applicable to the Work such as (a) conditions bearing on transportation, disposal, handling and storage of materials; (b) the availability of labor, water, power and roads; (c) normal weather conditions; (d) observable physical conditions at the Site; (e) the surface conditions of the ground; and (f) the character of equipment and facilities needed prior to and during the performance of the Work. To the extent CONTRACTOR encounters subsurface or concealed conditions which differ materially from that actually known by CONTRACTOR on the date of this Agreement or from those ordinarily found to exist and generally recognized as inherent in the activities of the character provided in the Contract Documents; then CONTRACTOR shall give notice to CITY promptly before conditions are disturbed and in no event later than two (2) Days after the first observance of the conditions if a Change Order is contemplated by CONTRACTOR due to such condition. Such materially different conditions may entitle CONTRACTOR to an equitable adjustment in the GMP and/or Schedule pursuant to the Change Order provisions of this Agreement.

2.7.2 Hazardous Materials

The Parties' agreement as to the handling of Hazardous Materials discovered at the Site (and not brought there by CONTRACTOR or any Subcontractor) is set forth in Exhibit E-HAZARDOUS MATERIALS hereto, and the only duties and responsibilities of CONTRACTOR in connection therewith are as therein specified, notwithstanding any other provision of this Agreement.

2.8 Legal Requirements

CONTRACTOR shall comply with all Applicable Laws, and shall give applicable **notices** pertaining thereto.

2.8.1 Governmental Approvals

CONTRACTOR shall comply with Applicable Laws, and shall give applicable notices pertaining thereto. Except with respect to Governmental Approvals, CONTRACTOR shall prepare and file all documents required to obtain the necessary approvals of governmental authorities having jurisdiction over the Work and/or the Project and shall secure and pay for permits and governmental fees, licenses and inspections necessary for the proper execution of the Work and completion of the Project. Notwithstanding the foregoing, CITY has informed CONTRACTOR that fees in connection with building permits, street use permits, and similar permits relating to construction will be waived and are not to be included in the GMP. If and to the extent charges for such permits are imposed in the future, such charges shall be paid by CITY, or shall be the subject of a Change Order to the Contract in accordance with the Change Order provisions of this Agreement.

2.8.2 Permits, Fees and Notices

Unless otherwise provided in the Contract Documents, and subject to the provisions of Article 2.8-Legal Requirements hereof, CONTRACTOR shall secure all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. To the extent there is a

change in the type or cost of any of such permits, fees, licenses or inspection occurring after execution of this Agreement, there shall be an equitable adjustment in the GMP and Schedule on account of such change in accordance with the Change Order provisions. CONTRACTOR shall comply with and give notices required by Applicable Laws.

2.8.3 Patents, Trademarks, Copyrights

CONTRACTOR shall pay, as a Cost of the Work, all-applicable royalties and license fees on any matters arising in connection with the Work. CONTRACTOR shall defend all suits or claims for infringement of patent, trademark, and copyrights against the Indemnified Parties, and shall save the Indemnified Parties harmless from loss on account thereof for any and all matters arising in connection with the Work or the Project (such costs to be paid as Cost of the Work), except with respect to any particular design process or the product of a particular manufacturer or manufacturers specified and required by CITY, other than pursuant to the recommendation or suggestion of CONTRACTOR or a subcontractor; provided however, if CONTRACTOR has reason to believe that the design, process or product so specified is an infringement of a patent, CONTRACTOR shall be responsible for any loss resulting unless CONTRACTOR has provided CITY with prompt written notice of CONTRACTOR's belief, and CITY has nevertheless elected to go forward with such design, process or product so specified.

2.9 Warranty

CONTRACTOR warrants to CITY that any and all materials, equipment and furnishings incorporated in the Work will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Construction Work will be free from defects not inherent in the quality required or permitted, and that the Construction Work will conform with the requirements of the Contract Documents. Construction Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective by CITY at its sole discretion.

CONTRACTOR shall warranty the Construction Work for a period of one-year commencing upon recording of the notice of completion. If within this one-year warranty period any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, CONTRACTOR shall correct it promptly after receipt of written notice from CITY to do so. CITY shall give such notice promptly after discovery of the condition. CONTRACTOR shall bear the cost of correction. CONTRACTOR's attention is directed to Article 11.13-Payment, Performance, and Warranty Bonds and Exhibit G-BOND FORMS regarding Warranty Bond requirements.

2.10 Use of Site.

2.10.1 Beneficial Use

CITY shall be permitted beneficial use of the Work.

2.10.2 Access by CITY

CONTRACTOR shall afford CITY and its authorized designees access to the Project Site at all times, subject to reasonable prior notice for access outside of normal business hours.

2.10.3 Rubbish; Debris; Cleanup

During the performance of all on-site Work, CONTRACTOR shall at all times, as a Cost of the Work, keep the Site and adjacent streets, properties and sidewalks free from waste materials, debris and/or rubbish, and shall employ adequate dust control measures. If accumulation of such materials, debris,

rubbish or dust constitutes a nuisance or safety hazard or is otherwise objectionable in the reasonable opinion of CITY, CONTRACTOR shall promptly remove them. Upon Substantial Completion of the Work, or any portion or component thereof, CONTRACTOR shall remove from the Site, or applicable portion thereof, all tools, construction equipment, machinery, surplus materials, waste materials and rubbish and shall leave the Site in a "broom clean" condition. If CONTRACTOR fails to clean up as provided in the Contract Documents, CITY may do so and the cost thereof shall be charged to CONTRACTOR as a Cost of the Work.

2.10.4 Noise and Night Work

CONTRACTOR shall comply with CITY's noise ordinance.

2.11 Taxes

CONTRACTOR shall pay, as Cost of the Work, all existing and future applicable federal, state and local sales, consumer, use and similar taxes, whether direct or indirect, relating to, or incurred in connection with, the performance of the Work (excluding taxes based on CONTRACTOR's income). In the event CONTRACTOR is obligated to pay any new or increased taxes or duties adopted after the date hereof, the amount of such new or increased taxes shall increase the GMP pursuant to the Change Order provisions of this Contract. In the event CONTRACTOR receives the benefit of a tax exemption or tax reduction taking effect after the date hereof, the amount of such exemption or reduction shall decrease the GMP pursuant to the Change Order provisions of this Contract

2.12 Ownership of Documents and Materials, and Confidentiality

CITY shall have unlimited rights to copy and use in connection with the Project all Design Materials, including the right to use same on the Project at no additional cost to CITY, regardless of degree of completion, provided that said services performed have been fully paid for as required by the terms of this Agreement. CONTRACTOR and its Subcontractors shall keep all design documents confidential, and shall not disclose such documents except as may be required in performance of the Work or pursuant to legal process.

2.13 Value Engineering

CONTRACTOR shall suggest to CITY value engineering to reduce the cost of the Project, which CITY may accept at its sole discretion.

2.13.1 Acceptance of Value Suggestions

To the extent that CONTRACTOR provides value engineering suggestions or comments with respect to the Project's design, CONTRACTOR and CITY acknowledges that such services are professional design services. CITY shall refer all such suggestions and comments to the Designer for review and evaluation prior to CITY's acceptance thereof. CITY shall cause the Designer to revise the Project's design documents to reflect all value engineering suggestions and comments accepted by CITY without delay or disruption to the timely and orderly progress of the Work, including revisions needed to address the impact of an agreed value engineering solution on other portions of the Work. The GMP and Contract Time shall be adjusted if necessary by Change Order promptly after CONTRACTOR's review and pricing of the change to the Work reflected in the revised design documents.

2.13.2 Subcontractors Bids

CONTRACTOR shall make recommendations to the Designer regarding the appropriate quality of materials, equipment, component systems and types of construction for the most reasonable prices for inclusion in the Construction Documents, and CONTRACTOR shall also recommend to the Designer and CITY reasonable adjustments in the scope of the Project so that the total cost bid by the bidding Subcontractors will not exceed the estimate.

2.14 Design Development Documents and Construction Documents.

2.14.1 General

The Design-Assist Team understands that all construction documents, working drawings and specifications must be coordinated with, submitted to, and approved by, CITY prior to construction. CONTRACTOR shall allow CITY a minimum of fourteen (14) days for review of Submittals and corrections made thereto. CONTRACTOR shall work with the Design-Assist Team to prepare, for the approval of CITY, working drawings and specifications setting forth in detail the requirements for the construction of the Project in its entirety. CITY's review of the Design Development Documents and the Construction Documents shall not relieve CONTRACTOR from its responsibilities under this Agreement, or be deemed to be an approval or waiver by CITY of any deviation from, or of CONTRACTOR's failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for approval by CONTRACTOR and approved by CITY. CONTRACTOR shall comply with all CITY construction standards as deemed applicable by the CITY. CONTRACTOR shall provide CITY with a complete, accurate, full size, and current set of as built drawings in a hard copy acceptable to City prior to Final Completion.

The Architect/Engineer is the entity professionally responsible for the design of the Project. CONTRACTOR acknowledges that CONTRACTOR has an architect or engineer on staff or under contract. CONTRACTOR is responsible for any errors in the design or failure of the design to comply with applicable laws, codes, rules and regulations, or lawful orders of public authorities.

2.14.2 Reliance on Approvals

CONTRACTOR shall be entitled to rely on the approvals of CITY with respect to the Design Materials. If CITY revokes, modifies or otherwise changes in a material way its approval of a given system after such system has been designed and approved, or modifies the original Scope of Work in a material manner requiring modification to one or more systems which have been designed and approved, CONTRACTOR shall be entitled to a Change Order in accordance with the provisions of Article 9-CHANGES IN THE WORK hereof. No Change Order shall be issued to the extent such modification is due to the fault or neglect of CONTRACTOR.

2.14.3 Review of Contract Documents and Field Conditions

CONTRACTOR shall take field measurements and verify field conditions and shall carefully compare such field conditions and other information known to CONTRACTOR with the Contract Documents before commencing activities. CONTRACTOR shall perform the Work in accordance with the Contract Documents and submittals approved in accordance with the procedures set forth in this Agreement.

2.15 Shop Drawings, Product Data, Samples and Other Submittals.

2.15.1 Documents and Samples at the Site

From and after commencement of the Construction Work, CONTRACTOR shall maintain at the site one (1) record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to record changes and selections made during the Construction Phase. In addition, CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to CITY upon completion of the Work.

2.15.2 Shop Drawings

Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

2.15.3 Product Data

Product Data includes illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CONTRACTOR to illustrate materials or equipment for some portion of the Work.

2.15.4 Samples

Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

2.15.5 Submittals are not Contract Documents.

Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way CONTRACTOR proposes to conform the construction to the Construction Documents.

2.15.6 Submission of items listed in Article 2.15.5

Requirements and procedures for submittal of shop drawings, product and equipment data are covered in technical specification section 01322 and 01330.

2.15.7 Responsibility

CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by CITY's approval of Shop Drawings, Product Data, Samples or similar submittals unless CONTRACTOR has specifically informed CITY of such deviation at the time of the submittal and CITY has given written approval to the specific deviation. CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by CITY's approval thereof.

2.16 Tests and Inspections

2.16.1 Initial Tests and Inspections

Tests, inspections and approvals of portions of the Construction Work shall be made as required by the Contract Documents, Applicable Laws or normal construction practices and/or as directed by CITY. Unless otherwise provided, CONTRACTOR shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to CITY, or with the appropriate public authority. The costs of such tests, inspections and approvals shall be a cost paid by

CONTRACTOR. CONTRACTOR shall give CITY timely notice of when and where tests and inspections are to be made so that CITY may observe such procedures. All costs of tests, inspections or approvals imposed upon CONTRACTOR by changes in Applicable Laws occurring after execution of this Agreement shall be an increase to the GMP in accordance with the Change Order provisions herein.

2.16.2 Additional Tests and Inspections

If CITY, or any other public authority having jurisdiction, determines that portions of the Construction Work require additional testing, inspection or approval beyond that required by Article subsection 2.16.1 above, CITY will instruct CONTRACTOR to make arrangements for such additional testing, inspection or approval by an entity acceptable to CITY, and CONTRACTOR shall give timely notice to CITY of when and where tests and inspections are to be made so CITY may observe such procedures. If such additional tests and/or inspections reveal failure of the portions of the Work to comply with the requirements of the Contract Documents, the costs of such tests and required correction shall be paid as a Cost of the Work, subject to the limitations set forth in Article 2.19-CORRECTION OF WORK hereof. If the additional tests and/or inspections show that the portions of the Work comply with the requirements of the Contract Documents, the costs thereof shall be an increase to the GMP in accordance with the Change Order provisions of this Agreement.

2.16.3 Required Certificates

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by CONTRACTOR and promptly delivered to CITY.

2.16.4 Timing of Testing

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

2.17 Cutting and Patching

2.17.1 Cutting and Patching of the Work

CONTRACTOR shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

2.17.2 Damage to Work of CITY or Separate Contractors

CONTRACTOR shall not damage or endanger a portion of the completed Work, fully or partially completed construction of CITY, or work or construction by Separate Contractor(s) by cutting, patching or otherwise altering such construction or work, or by excavation. CONTRACTOR shall not cut or otherwise alter such construction by CITY or a Separate Contractor except with written consent of CITY and of such Separate Contractor, such consent not to be unreasonably withheld.

2.18 Uncovering of Construction Work.

2.18.1 Uncovering

If a portion of the Construction Work is covered contrary to CITY's written request to observe such work prior to it being covered or contrary to requirements of the Contract Documents, it must, if directed in writing by CITY, be uncovered for CITY's observation and be replaced without change in the Schedule or GMP. The costs of such uncovering and replacement shall be Cost of the Work, subject to the limitation set forth in Article 2.19-CORRECTION OF WORK hereof.

2.18.2 Covering of Work Requested to be Observed

If a portion of the Construction Work has been covered, which CITY has not specifically requested to observe prior to being covered, CITY may request to see such Construction Work and it shall be uncovered by CONTRACTOR. If such Construction Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to CITY and shall increase the GMP. An appropriate time extension shall also be given. If such Construction Work is not in accordance with the Contract Documents, CONTRACTOR shall pay such costs as Cost of the Work, unless such condition was caused by CITY or a Separate Contractor in which event CITY shall be responsible for payment of such costs by appropriate Change Order, and an appropriate time extension shall also be given.

2.19 Correction of Work

2.19.1 Work Rejected by CITY

CONTRACTOR shall promptly correct Construction Work rejected by CITY or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. CONTRACTOR shall bear the costs of correcting such rejected Construction Work, as a Cost of the Work, including additional testing and inspection and compensation for services and expenses of CITY made necessary thereby.

2.19.2 Removal of Work

CONTRACTOR shall remove from the Site portions of the Construction Work, which are not in accordance with the requirements of the Contract Documents and are neither corrected by CONTRACTOR nor accepted by CITY. The costs incurred in removing such Work shall be a Cost of the Work, subject to the limitation set forth in Article 2.19-CORRECTION OF WORK hereof.

2.19.3 Failure to Correct Nonconforming Work

If CONTRACTOR fails to correct nonconforming Construction Work within a reasonable time, CITY may correct it in accordance with the terms of this Agreement. If CONTRACTOR does not proceed with correction of such nonconforming Construction Work within a reasonable time fixed by written notice from CITY, CITY may remove it and store the salvageable materials or equipment at CONTRACTOR's expense. If CONTRACTOR does not pay costs of such removal and storage within ten (10) Days after written notice, CITY may, upon ten (10) additional Days written notice, sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by CONTRACTOR, including compensation for services and expenses made necessary thereby. If such proceeds of sale do not cover costs which CONTRACTOR should have borne, CONTRACTOR shall pay such excess to CITY. If such proceeds are in excess of the costs which CONTRACTOR should have borne, such excess shall be paid by CITY to CONTRACTOR. If such costs arise during the performance of the Work, such costs shall be charged against the Cost of the Work. If such costs arise after Substantial Completion, such costs shall be payable as provided in Article 8.1-GUARANTEED MAXIMUM PRICE.

2.19.4 Damaged or Destroyed Work

CONTRACTOR shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of CITY or Separate Contractors caused by CONTRACTOR's correction or removal of Construction Work which is not in accordance with the requirements of the Contract Documents. If such costs arise during the performance of the Work, such costs shall be charged against

the Cost of the Work. If such costs arise after Substantial Completion, such costs shall be payable as provided in Article 8.1-GUARANTEED MAXIMUM PRICE.

2.19.5 No Limitation

Nothing contained in this Article 2.19-CORRECTION OF WORK shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents.

2.19.6 Acceptance of Nonconforming Work

If CITY prefers to accept Work, which is not in accordance with the requirements of the Contract Documents, CITY may do so instead of requiring its removal and correction, in which case the GMP will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

2.20 Contractor Registration

No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, 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.

ARTICLE 3 - CONTRACT ADMINISTRATION

3.1 Administration of the Contract

The CITY's Representative and the Construction Manager will provide administration of the Agreement as hereinafter described. If the status of any of the above parties should change, the CITY will provide written notice to the Contractor of such change.

3.2 CITY's Representative

3.2.1 General

The CITY's Representative has the authority to act on behalf of the CITY on change orders, field orders, progress payments, Contract Decisions, acceptability of the Contractor's work, and early possession.

3.2.2 Change Orders

The CITY's Representative has the authority to accept or reject change orders and cost proposals submitted by the Contractor or as recommended by the Construction Manager.

3.2.3 Progress Payments

CITY's Representative has the authority to accept or reject requests for progress payments which have been submitted by the Contractor and recommended by the Construction Manager.

3.2.4 Contract Decisions

Should CONTRACTOR disagree with the Construction Manager's decision with respect to the Agreement, the CONTRACTOR may appeal to the CITY's Representative in accordance with the provisions of the Agreement.

3.2.5 Acceptability of Work

The CITY's Representative has the authority to make the final determination of the acceptability of the Work.

3.3 Construction Manager

3.3.1 General

The Construction Manager is a representative of the CITY employed to act as advisor and consultant to the CITY in construction matters related to the Agreement. The term Construction Manager may include more than one individual to perform contract administration and construction observation. Hereinafter, the term Construction Manager includes any and all representatives working under the direction of the Construction Manager.

All instructions to the Contractor and all communications from the Contractor to the CITY or the CITY's Representative shall be forwarded through the Construction Manager. The Construction Manager will have authority to act on behalf of the CITY only to the extent provided in the Contract Documents. The CITY has delegated its authority to the Construction Manager to make initial decisions regarding questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the Work. The Construction Manager shall make initial decisions with respect to the Contractor's fulfillment of the Agreement and the Contractor's entitlement to compensation. The Contractor shall look initially to the Construction Manager in matters relating to the Agreement.

The Construction Manager's authority to act under Article 3-CONTRACT ADMINISTRATION, herein, and any decision made by it in good faith either to exercise or not to exercise such authority, shall not be interpreted or construed as control of or responsibility for any of the Work performed under this Agreement.

3.3.2 On-Site Representative

The Construction Manager will observe the progress, quality, and quantity of the Work to determine, in general, if the Work is proceeding in accordance with the provisions of the Contract Documents. The Construction Manager shall not be responsible for the superintendence of the construction site conditions; construction means, methods, appliances techniques, sequences, or procedures; operation of equipment; Contractor's personnel; or for safety practices or unsafe practices, precautions, and programs in connection with the Work.

In accordance with the provisions of these Contract Documents, the Construction Manager will make decisions relative to all matters of interpretation or execution of the Contract Documents.

3.3.3 Observation and Inspections of Construction

The Construction Manager shall observe the construction and shall have the authority to reject work and materials which do not conform to the Contract Documents, and to require special inspection or testing. Observation and inspection by the Construction Manager or an inspector is not an authorization to

revoke, alter, or waive any requirements of the Specifications. Observation and inspection is the authorization to call the attention of the Contractor to any failure of the Work, materials or workmanship to conform to the Contract Documents. The Construction Manager shall have this authority including the ability to reject materials or, in any emergency, suspend the Work. The Contractor may appeal any such issue which it disagrees with to the Construction Manager for decision. If the decision of the Construction Manager is not satisfactory to the Contractor, the Contractor may appeal such decision to the CITY's Representative.

3.3.4 Acceptability of the Work

The Construction Manager has the authority to make a recommendation as to the acceptability of the Work.

3.3.5 Change Orders

The Construction Manager has the authority to initiate change orders; to reject change orders proposed by the Contractor; to negotiate and recommend acceptance of change orders to the CITY; or to order minor changes in the Work that result in no cost to the CITY.

3.3.6 Construction Schedule

The Construction Manager has the authority to review and recommend acceptance of the progress schedule submitted by the Contractor at the start of the Work and subsequent significant revisions for conformance to the specified sequence of Work and logic.

3.3.7 Progress Payments

The Construction Manager has the authority to recommend acceptance or rejection of requests for progress payments which have been submitted by the Contractor.

3.3.8 Final Payment

The Construction Manager, with the assistance of the CITY's Representative and the Designer, will conduct inspections to determine the date of Final Completion of the Work, and the Construction Manager will receive and forward to the CITY, for the CITY's review, written warranties and related documents required by the Agreement and assembled by the Contractor.

3.3.9 Contract Interpretation by the Construction Manager

Notwithstanding any omission from the Specifications or the Drawings it shall be the duty of the Contractor to call the Construction Manager's attention to apparent errors or omissions upon discovery by the Contractor and request instructions in writing before proceeding with the Work. The Contractor shall not unreasonably take advantage of any errors or omissions found by Contractor. If the Contractor discovers any errors or omissions that it believes affect the time or cost of performing the Work, it shall be entitled to request a Change Order. Contractor shall promptly notify the Construction Manager in writing of any design, materials, or specified method that the Contractor identifies as defective or insufficient. The Construction Manager may, by appropriate written instructions, correct errors and supply omitted information, which instructions shall be as binding upon the Contractor as though contained in the original Specifications or Drawings when incorporated into Change Orders. Such instructions shall be incorporated into the Agreement in accordance with the Change Order provisions of the Agreement.

Any discrepancies discovered by the Contractor between the Contract Documents and Site conditions or any inconsistencies or ambiguities in the Contract Documents shall be promptly reported, in writing, to the Construction Manager. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Construction Manager with a Request for Information (RFI).

Work done by the Contractor after its discovery of such errors, omissions, discrepancies, inconsistencies or ambiguities without such notice and prior to response from the Construction Manager shall be done at the Contractor's risk and shall not be reimbursed as a Cost of the Work, nor be a basis for an increase in the GMP.

3.4 Designer

3.4.1 General

The Designer will have the authority to act on behalf of the CITY only to the extent provided in the Contract Documents. The Designer shall not be responsible or have authority for the superintendence of construction site conditions; construction means, methods, appliances techniques, sequences, or procedures; operation of equipment; Contractor's personnel; or for safety practices or unsafe practices; precautions and programs in connection with the Work; or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the Work.

3.4.2 Interpretations

The Designer has the authority to be the initial interpreter of the technical requirements of the Contract Documents. Either party to the Agreement may make written request to the Construction Manager for interpretations necessary for the proper execution or progress of the Work. The Construction Manager shall refer such written requests to the Designer, who will render such interpretations. Where the Contractor has requested an interpretation from the Construction Manager, or been notified by the Construction Manager that such interpretation has been requested by the CITY, any work done before receipt of such interpretations, if not in accordance with same, shall be removed and replaced or adjusted as directed by the Construction Manager without additional expense to CITY and shall not be reimbursed as a Cost of the Work, or be a basis for an increase in the GMP.

3.4.3 Acceptability of the Work

The Designer has the authority to make a recommendation as to the acceptability of the Work. The Designer has the authority to recommend acceptance regarding the remediation or retention of Defective Work.

3.4.4 Submittal

The Designer shall receive, through the Construction Manager, shop drawings, product data and samples for review.

The Designer has the authority to review and take other appropriate action upon the Contractor's submittal such as shop drawings, product data and samples, but only for conformance with the design concept of the Work and the information given in the Contract Documents.

ARTICLE 4 - CITY'S RIGHTS AND RESPONSIBILITIES

4.1 General

CITY, acting through the CITY's Representative or the Construction Manager, shall have the authority to act as the sole judge of the Work and materials with respect to both quantity, quality function, performance and reliability as set forth in the Agreement except as delegated to the Construction Manager in these Contract Documents.

4.2 Information and Services Required of CITY

4.2.1 CITY Designation of Authorized Representative

Both Parties shall designate, from time to time, one or more representatives authorized to act on their behalf with respect to the Project, together with the scope of his/her respective authority. CONTRACTOR shall not be entitled to rely on directions from anyone outside the scope of that person's authority as set forth in written delegations pursuant to this Agreement. Directions and decisions made by Authorized Representative(s) of CITY shall be subject to any further approval(s) required by any provisions of CITY's Charter or the Roseville Municipal Code.

4.2.2 Communication

During the term of this Contract, CITY shall communicate with Subcontractors, suppliers and others performing any part of the Work only through CONTRACTOR's Authorized Representative.

4.2.3 CITY'S instruction to CONTRACTOR

Wherever CITY is identified in the contract documents in reference to providing the CONTRACTOR with instruction, the "CITY" reference could mean, Construction Manager, Engineer, or Representative acting on behalf of the CITY as delegated in that instance.

4.3 Activities on Site by CITY or Separate Contractors

4.3.1 Observation and Inspection

In addition to the Construction Manager's designated representative, the CITY may provide one or more inspectors to the Construction Manager to observe the Work and with the same authority as provided for in Article 3.3.3, Observation and Inspections of Construction.

Separate and independent from the observations and inspections above, the Work may be inspected by Building Officials, Fire Officials, Roseville Electric and/or Pacific Gas and Electric for code compliance. Such inspectors shall have the authority provided to them by their jurisdiction. Any design deficiencies or additional work required by these code inspections not required by the Contract Documents may be incorporated into the Work in accordance with the Change Order provisions of the Agreement

4.3.2 CITY'S Right to Award Separate Contracts

CITY reserves the right to perform work or operations related to the Project with the CITY'S own forces, and to award separate contracts to Separate Contractors in connection with the Project or other work on the Site. If the Contractor claims that delay, damage, or additional cost is involved because of such action by the CITY, the Contractor shall make such claim as provided elsewhere in the Contract Documents. When separate agreements are awarded for different portions of the Project or other work on the Site, the

term "Contractor" in the Contract Documents in each case shall mean the contractor who executes each separate Agreement.

4.3.3 Integration of the Work with Separate Contractors

Following the request of CITY, CONTRACTOR shall prepare a plan in order to integrate the work performed by Separate Contractors with the performance of the Work, and shall submit such plan to CITY for approval. The plan shall be fair and reasonable for CONTRACTOR and the Separate Contractors, and CONTRACTOR shall work with the Separate Contractors to reach agreement on such plan. CONTRACTOR shall arrange the performance of the Work so that the Work and the work of the Separate Contractors are, to the extent applicable, properly integrated, jointed in an acceptable manner, and performed in the proper sequence so that any disruption or damage to the Work or to any work of Separate Contractors is avoided.

4.3.4 Coordination

CONTRACTOR shall provide for the coordination of the activities of CONTRACTOR and its Subcontractors with the activities of the Separate Contractors. CONTRACTOR shall participate with all Separate Contractors and CITY in reviewing and coordinating the schedules of the Separate Contractors with the Schedule. CONTRACTOR shall make any revisions to the Schedule deemed necessary to properly incorporate the work of the Separate Contractors with the Work. To the extent (a) the date of Substantial Completion is extended by such Schedule revision; (b) CONTRACTOR is required to perform its Work materially out of sequence, and in a manner which is not as efficient or cost effective as originally planned; or (c) the Scope of Work is increased, an equitable adjustment in the GMP and the Schedule shall be made in accordance with the Change Order provisions of this Agreement.

4.3.5 Use of Site

CONTRACTOR shall afford CITY and all Separate Contractors reasonable opportunity for storage of materials and equipment and performance of their work. CONTRACTOR shall also connect and coordinate its Work and operations with CITY and all Separate Contractors' operations as required by the Contract Documents. CITY shall direct the Separate Contractors to cooperate with CONTRACTOR and to avoid actions or omissions, which could interfere with or delay the activities of CONTRACTOR.

4.3.6 Deficiency in Work of Contractors

If part of CONTRACTOR's Work depends upon proper execution or results upon construction or operations by CITY or a Separate Contractor, CONTRACTOR shall, prior to proceeding with that portion of the Work, promptly report to the Separate Contractor and CITY apparent discrepancies or defects in such other construction that would render it unsuitable for proper execution and results by CONTRACTOR. CONTRACTOR and the Separate Contractor shall use good faith efforts to resolve any such discrepancies or defects or any disagreements relating thereto. Failure of CONTRACTOR to report such discrepancies or defects shall constitute acceptance by CONTRACTOR of the work of Separate Contractors as fit and proper to receive CONTRACTOR's Work (except as to those defects or discrepancies that are not apparent).

4.4 Claims Involving Separate Contractors

In the event that CONTRACTOR unnecessarily and unreasonably delays the work of Separate Contractors by not cooperating with them as required hereby, or by not affording them reasonable opportunity to perform their work as stated herein, CONTRACTOR shall, in such event, pay, as Cost of the Work, all reasonable direct incremental costs and expenses incurred by such Separate Contractors due

to any such delays. If any Separate Contractor shall assert a claim or bring an action against CITY alleging damage due to the fault or neglect of CONTRACTOR, CITY shall immediately notify CONTRACTOR, who shall defend such claim. If it is determined that CONTRACTOR was at fault, CONTRACTOR shall pay all costs of defense, including attorney's fees, as well as any resulting judgment or settlement, as a Cost of the Work.

4.5 Assignment of Separate Contracts

If CITY determines that it wishes to assign to CONTRACTOR one or more contracts between CITY and a Separate Contractor, it shall give CONTRACTOR written notice of such desire, including in such notice a copy of such contract for CONTRACTOR's review and approval. The Separate Contractor shall be fully qualified to perform the work under the to-be-assigned contract, shall possess the financial capability to perform its obligations under such to-be-assigned contract, and shall provide one hundred percent (100%) payment and performance bonds covering such work from sureties meeting the standards set forth in Article 11-Insurance and Bonds; Indemnification hereof. Such contract shall contain provisions similar to those contained in CONTRACTOR's agreements with its Subcontractors with respect to liability, indemnification, retention, payment, labor, warranty, and other material items. Upon CONTRACTOR's approval of the assignment of such contract, which approval shall not be unreasonably withheld, delayed or conditioned, such Separate Contractor shall cease to be a Separate Contractor and shall thereafter be deemed to be a Subcontractor of CONTRACTOR, and the GMP shall be increased by Change Order in the amount of (a) such assigned contract, and (b) the additional Fee pursuant to the provisions of Article 9.6-Change Orders on Account of Scope Change.

4.6 CITY's Right to Stop the Work

If CONTRACTOR persistently fails to correct Work which is not in accordance with the requirements of the Contract Documents and this Agreement or persistently fails to carry out the Work in accordance with the Contract Documents, CITY, by written order signed by CITY, may deliver a notice to CONTRACTOR setting forth that such a persistent and material failure is occurring and has occurred, and demanding that CONTRACTOR commence a cure of such persistent and material failure within twenty (20) Days and diligently pursue such cure thereafter. In the event that the cure is not commenced and pursued diligently, CITY may, by written notice to CONTRACTOR, order CONTRACTOR to stop the Work, or any portion thereof, until the use for such order has been eliminated; provided, however, that the right of CITY to stop the Work shall not give rise to a duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other person or entity and shall not give rise to any liability of CITY to CONTRACTOR resulting from any delay (except to the extent that such order is found to be improper).

If CONTRACTOR fails to correct an unsafe condition as specified in Article 12-SAFETY: PROTECTION OF PERSONS AND PROPERTY, the CITY shall have the right to notify the Contractor through the Construction Manager that an unsafe condition may exist and must be corrected or the Work in question can be stopped immediately. CITY's has a right to stop the work, until the condition is corrected to the satisfaction of the CITY.

4.7 CITY's Right to Carry Out the Work

If CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) Day period after receipt of written notice from CITY to commence and diligently continue correction of such default or neglect with diligence and promptness, CITY may, after such seven (7) Day period, give CONTRACTOR a second written notice to correct such deficiencies within such second seven (7) Day period. If CONTRACTOR within such second seven (7) Day period

after receipt of such second notice fails to commence and diligently continue to correct any deficiencies, CITY, without prejudice to other remedies CITY may have, may correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to CONTRACTOR the cost of correcting such deficiencies, including Compensation for additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due to CONTRACTOR are insufficient to cover such amounts, CONTRACTOR shall pay the difference to CITY.

The CITY also reserves the right to perform and suspend any portion of the Work due to an emergency threatening the safety of the Work, public, CITY, and any property or equipment. No deductive Change Order shall be issued for an emergency not caused by Contractor.

4.8 Non-Responsibility of the CITY

CITY shall not be held responsible for the care or protection of any material or parts of the Work prior to the Final Acceptance, except as expressly provided in the Contract Documents.

ARTICLE 5 - CONTRACTOR RIGHTS AND RESPONSIBILITIES

5.1 Status of Contractor and Subcontractors

5.1.1 Contractor

It is stipulated and agreed that the Contractor shall be an independent contractor in the performance of this Agreement and shall have complete charge of persons engaged in performance of the Work. The Contractor shall perform the Work in accordance with its own means, methods, and appliances subject to compliance with the requirements of the Agreement.

5.1.2 Subcontractors

If any part of the Work to be done under this Agreement is subcontracted, the subcontract shall be in writing and shall provide that all Work to be performed thereunder shall be performed in accordance with the terms of the Contract Documents. The subcontracting of any or all of the Work to be done will in no way relieve the Contractor of any part of its responsibility under the Agreement. Subcontractors will not be recognized as having a direct relationship with the CITY. The persons engaged in the Work, including employees of subcontractors and suppliers, will be considered employees of the Contractor and their work shall be subject to the provisions of the Agreement. References in the Contract Documents to actions required of subcontractors, manufacturers, suppliers, or any person other than the Contractor, the CITY or the Construction Manager shall be interpreted as requiring that the Contractor shall require such subcontractor, manufacturer, supplier or person to perform the specified action.

The Contractor shall only employ subcontractors that are properly licensed in accordance with State law and are registered with the California Department of Industrial Relations (DIR).

Prior to commencement of any work by a subcontractor, the Contractor shall submit to the Construction Manager:

- A. Verification that the subcontractor is properly licensed for the work it will perform.
- B. Upon CITY'S request, copies of subcontract agreements.
- C. Copies of subcontractor's insurance certificates and endorsements.

5.2 Contractor's Representative

The Contractor shall provide in writing, a request to the CITY to delegate authority to an individual to serve in the capacity of authorized representative and shall wait to receive written confirmation from the CITY, before the authorized representative can start work. The authorized representative shall be qualified for the duties required and have complete authority to represent and to act for the Contractor. Said authorized representative has the authority to act in matters relating to the Agreement, and shall be personally present at the Site at all times while work is actually in progress on the Agreement. During periods when the Work is suspended, arrangements acceptable to the Construction Manager shall be made for any emergency work that may be required. The Contractor's authorized representative shall be fluent and proficient in the English language in order to understand, receive, and carry out oral and written communications or instructions relating to all job functions and responsibilities. All communications to and from the Contractor's authorized representative shall be binding as if given to or by the Contractor.

Contractor shall provide its authorized representative's contact information which shall include the representative's name, office street address, office telephone number, mobile phone number, home phone number, email address and the office mailing address if different from the street address.

The Contractor's authorized representative shall give its personal attention to and shall supervise the Work to the end that it shall at all reasonable times be prosecuted faithfully; and when the authorized representative is not personally present on the Work, the representative shall at all reasonable times be represented by a competent designated alternate, superintendent or foreman (approved in writing by the CITY, to act in this capacity) who shall receive and obey all instructions or orders given under this Agreement, and who shall have full authority to supply materials, tools, and labor without delay, and who shall be the legally appointed representative of the Contractor. The Contractor shall be liable for the faithful observation of any instructions delivered to the Contractor or to its authorized representative.

5.3 Supervision and Superintendence

CONTRACTOR shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the engineering, means, methods, techniques, sequences, and procedures of construction.

At all times during the progress of the Work, Contractor shall assign a competent resident Superintendent who shall not be replaced without written notice to Owner except under extraordinary circumstances.

5.4 Documents and Samples at the Site.

CONTRACTOR shall maintain at the site for CITY one record copy of the drawings, specifications, addenda, Change Order and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. CONTRACTOR shall also prepare one reproducible set of as-built drawings. These shall be provided to CITY upon completion of the Work.

5.5 Use and Protection of CITY'S Site and Adjacent Property

5.5.1 Designated Areas

With the approval of the Construction Manager, the Contractor may use designated portions of the CITY'S Site for storage of construction equipment, materials and field offices provided the Contractor does not interfere with CITY'S operations. The Contractor will not be allowed to unreasonably encumber

the Site or adjacent areas with its materials and/or equipment. The CITY will not accept any responsibility for damage to or loss of the Contractor's equipment or materials stored on any Project related site caused by vandalism, nature, or otherwise, suffered by the Contractor. Protection of all construction equipment, stores, and supplies shall be the sole responsibility of the Contractor. Where additional work space is desired by the Contractor or where the CITY cannot provide the space to the Contractor, it shall be the Contractor's sole responsibility and expense to obtain such a space for its use.

5.5.2 Contractor's Site Access

All workers or representatives of the Contractor, subcontractors or suppliers are admitted to the Site only for the proper execution of the Work and have no tenancy without the express written permission of the CITY. Furthermore, no persons may occupy property owned by the CITY outside the limit of the Work, as indicated on the Drawings, without the express written permission of the CITY.

5.5.3 Provisions for Handling Emergencies

It is possible that emergencies may arise during the progress of the Work, which may require special treatment or make advisable extra shifts of labor forces to continue the Work for twenty-four (24) hours per day. These emergencies may be caused by damage or possible damage to nearby existing structures or property by reason of the work under construction, or by storm, accidents, or leakage. The Contractor shall be prepared in case of such emergencies to make all necessary repairs and shall promptly execute such work when required; such emergency work will be reimbursed as a Cost of the Work and the GMP increased accordingly.

Upon start of the Work, Contractor shall provide means for immediate emergency notification of Contractor's designated representative and designated emergency alternates.

5.5.1 Debris, Trash, and Construction Wastes

The Contractor shall keep the Site reasonably free from debris, trash and construction wastes to permit Contractor to perform construction services efficiently, safely and without interfering with the use of adjacent land areas, and as further stipulated in the Contract Documents. When the Work is Substantially Complete, or a portion of the Work has been completed, Contractor shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit CITY to occupy the Project or a portion of the Project for its intended use. Contractor shall provide a finished cleaning of all areas acceptable to the CITY before releasing any area to the CITY for occupancy.

5.6 Compliance with Laws

The CITY is a municipal corporation in the State of California and is subject to the applicable provisions of law relating to public contracts as a Charter CITY. It is agreed that all provisions of law applicable to public contracts are a part of these Contract Documents to the same extent as though set forth herein and will be complied with by Contractor.

The Contractor shall at all times observe and comply with all existing laws, ordinances, regulations, orders and decrees; and shall protect, indemnify, and defend the CITY, the Construction Manager, the Designer, the Funding Agencies and all of their officers, officials, employees, agents, volunteers, and servants against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor itself, employees, or its subcontractors.

The Contractor, shall at its own cost and expense, observe and keep itself and its subcontractors fully informed of all existing and future legislated State and Federal Laws and CITY and County ordinances and regulations which in any manner affect those engaged or employed in the Work, or the materials and equipment used in the Work, or which in any way affect the conduct of the Work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

If any discrepancy or inconsistency is discovered in the Drawings, Specifications, or in any other part of this Agreement, in relation to any law, ordinance, regulation, order or decree, the Contractor shall immediately report the same to the Construction Manager in writing.

Attention is directed to the following specific regulations and requirements that are hereby included in the Contract Documents. This list of regulations is not warranted to be complete and the burden of ascertaining legal requirements that must be satisfied shall rest solely with the Contractor.

5.6.1 Prevailing Wages

For purposes of this Agreement, CONTRACTOR and its Subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONTRACTOR shall forfeit as a penalty to the CITY Two Hundred Dollars (\$200) for each calendar Day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-Site under the Agreement by CONTRACTOR or by any Subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar Day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONTRACTOR or the applicable Subcontractor.

Pursuant to the provisions of California Labor Code Sections 1773, the Department has identified the source, stated below, of the General Prevailing Rate of Wages applicable to the work to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, which is a part of this Agreement.

Pursuant to Labor Code Section 1773.2, General Prevailing Wage Rates set forth above, which forms a part of this Agreement, shall be posted by CONTRACTOR at a prominent place at the Site. Prevailing wage rates to be posted at the Site will be furnished by the Department. The possibility of wage increases is one of the elements to be considered by CONTRACTOR in determining its Proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

5.6.2 DIR Registration

California Labor Code section 1725.5 requires the Contractor and all lower-tier subcontractors performing public works services to be currently registered with the California DIR, as specified in California Labor Code section 1725.5. California Labor Code section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to California Labor Code section 1725.5. The Contractor shall list the Contractor's current DIR registration number, and the current DIR registration number of all subcontractors, as part of its Bid Proposal.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes, and does not in any way affect the Contractor's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The Contractor shall disseminate these provisions to every lower-tier subcontractor.

5.6.3 Apprentices on Public Work Projects

The Contractor and any subcontractor or subconsultant shall comply with California Labor Code section 1777.5 et seq., and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. Contractor and any subcontractor or subconsultant performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7. Please refer to the link below for guidance in meeting your obligation to satisfy the apprentice requirements for this Project:
<https://www.dir.ca.gov/das/DASApprenticesOnPublicWorksSummaryOfRequirements.htm>.

5.6.1 Receipt of Workers' Wages, Fee for Registering or Placing Persons in Public Works

The Contractor and any subcontractor or subconsultant shall comply with California Labor Code sections 1778 and 1779 of the California Labor Code, which read as follows:

Section 1778. "Every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for his own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony."

Section 1779. "Any person or agent or officer thereof who charges, collects, or attempts to charge or collect, directly or indirectly, a fee or valuable consideration for registering any person for public work, or for giving information as to where such employment may be procured, or for placing, assisting in placing, or attempting to place, any person in public work, whether the person is to work directly for the State, or any political subdivision or for a contractor or subcontractor doing public work is guilty of a misdemeanor."

5.6.2 Travel and Subsistence Payments

Each worker needed to execute the Work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Section 1773.1 of the California Labor Code.

5.6.3 Workday

In accordance with the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code, State of California, and in particular Sections 1810 to 1815 inclusive, thereof, eight (8) hours labor shall constitute a days' work and no laborer, worker, or mechanic in the employ of said Contractor, or any subcontractor doing or contracting to do any part of the Work contemplated by this Agreement, shall be required or permitted to work more than eight (8) hours in any one calendar day, and forty (40) hours in any one calendar week unless compensated at not less than time and a half as set forth in California Labor Code Section 1815. However, if the prevailing wage determination requires a higher rate of pay for overtime than is required under said Section 1815, then the overtime rate must be paid, as specified in California Code of Regulation Title 8, Group 3, Section 16200(a)(3)(F). The Contractor and each subcontractor shall also keep an accurate record showing the names and actual hours worked of all workers employed by

them in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours for the inspection of the CITY or its officers or agents and by the Division of Labor Standards Enforcement of the Department of Industrial Relations, their deputies or agents; and it is hereby further agreed that said Contractor shall forfeit as a penalty to the CITY, the sum of the greater of (i) Twenty-Five and No/100 Dollars (\$25.00) or (ii) the maximum penalty allowable by statute for each laborer, worker or mechanic employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such laborer, worker or mechanic is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in one calendar week in violation of these provisions.

5.6.4 Labor Discrimination

The Contractor and any subcontractor or subconsultant shall comply with California Labor Code Section 1735, which reads as follows:

Section 1735. “No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this Section is subject to all the penalties imposed for violation of this chapter.”

Contractor agrees that it shall not discriminate against any person on account of their sex, race, color, religious creed, ancestry, national origin, disability, medical condition, marital status, age, gender, military or veteran status, genetic information, or sexual orientation in violation of the Fair Employment and Housing Act or the Unruh Civil Rights Act. Upon a final determination by a court of competent jurisdiction that the Grantee has violated either of these Acts, the CITY may, at its option, (1) withhold payments to Contractor under this Agreement until Contractor complies; or (2) suspend or terminate this Agreement. Contractor shall include the provisions of this paragraph in every subcontract, including procurement of materials and lease of equipment, unless specifically exempted by the CITY.

5.6.5 Asbestos Related Work

All work involving asbestos containing material must be performed in accordance with California Labor Code, Sections 6501.5 through 6510, inclusive, and California Administrative Code, Title 8, Section 5208 and all other pertinent laws, rules, regulations, codes, ordinances, decrees and orders.

5.6.6 Compliance with Environmental Laws

During construction, the Contractor shall comply with all pertinent requirements of Federal, State, and local environmental laws and regulations, including, but not limited to, the Federal Clean Air Act, State and local air pollution and noise ordinances, construction site erosion control regulations.

5.6.7 Public Records Act

5.6.7.1 Ownership and Disclosure

Except as otherwise provided herein, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of CITY’S business, including information submitted by the Contractor (“Records”), shall become the exclusive property of CITY and shall be deemed public records. Said Records are subject to the provisions of the California Public Records Act (Government Code § 6250 et seq.). The CITY’S use and disclosure of its records are governed by this Act. The CITY will use its best efforts to inform the Contractor of any request for any financial records or documents marked “Trade Secret,” “Confidential” or “Proprietary” provided by the Contractor to CITY. The CITY

will not advise as to the nature or content of documents entitled to protection from disclosure under the California Public Records Act.

5.6.7.2 Litigation Related to Disclosure

In the event of litigation concerning the disclosure of any Records, CITY'S sole involvement will be as a stakeholder, retaining the Records until otherwise ordered by a court. The submitting party, at its sole expense and risk, shall be fully responsible for any and all fees for prosecuting or defending any action concerning the Records and shall indemnify and hold CITY harmless from all costs and expenses including attorney's fees in connection with any such action.

5.7 Certified Electricians

Workers performing work for an electrical contractor installing, constructing, or maintaining any electrical system covered by the National Electrical Code shall be certified as a General Electrician per California Labor Code Section 3099.

5.8 Contractor's Safety Responsibility

The Contractor shall be solely and completely responsible for conditions of the jobsite, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to U.S. Department of Labor (OSHA), the California Occupational Safety and Health Act (Cal OSHA), and all other applicable Federal, State, County, and local laws, ordinances, codes, including but not limited to the requirements set forth in Article 12 – SAFETY: PROTECTION OF PERSONS AND PROPERTY, and any regulations that may be detailed in other parts of these Contract Documents. In the event of conflicting requirements, the most stringent requirement as it pertains to the Contractor's safety responsibility, shall be followed by the Contractor. Refer to Article 12 - SAFETY: PROTECTION OF PERSONS AND PROPERTY

5.9 Nonstandard Working Hours

The Contractor may be required to prosecute the Work at night or outside of the normal working hours defined in Section 01130-1.3.c Hours of Work and Overtime. Such work may be required due to project or operational constraints as defined in Section 01130 or if emergencies arise as provided for in Article 5.5.3-Provisions for Handling Emergencies. When required, ordered, or permitted to work at night, the Contractor shall provide sufficient and satisfactory lighting and other facilities therefore. Except as provided in 5.5.3-Provisions for Handling Emergencies, for work outside of the normal working hours, the Contractor shall receive no extra payment, but compensation shall be considered as having been included in the GMP stipulated for the Work, except for authorized work performed outside of the Agreement.

5.10 Cooperation with Other Contractors

This paragraph shall serve as notice to the Contractor that the CITY may allow other contracts for other work at or near the Site of this Work. The Contractor shall afford other Contractors reasonable opportunity for the delivery and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

Should construction be under way by other forces or by other Contractors within or adjacent to the limits of the work or in the vicinity of the work to be done under this Agreement, the Contractor shall so conduct its operations as to interfere to the least possible extent with the work of such other forces or Contractors.

Any difference or conflicts which may arise between the Contractor and any other forces or Contractors, creating delays or hindrance to each other, shall be adjusted as determined by the Construction Manager.

ARTICLE 6 - SUBCONTRACTORS

6.1 Incorporation of Contract Documents

CONTRACTOR may enter into Subcontracts with various Subcontractors for portions of the Work. The Subcontracts shall require each Subcontractor to assume towards CONTRACTOR all the obligations and responsibilities which CONTRACTOR assumes towards CITY, including the indemnity and insurance requirements, to the extent they apply to the scope of the Subcontractor's Work. All Subcontracts shall incorporate the terms of this Agreement and the Contract Documents to the extent applicable to the Work to be performed by the Subcontractor. Furthermore, CONTRACTOR shall require its Subcontractors to agree to be bound to CONTRACTOR and CITY in the same manner and to the same extent as CONTRACTOR is bound to CITY under this Agreement. Additionally, CONTRACTOR shall obligate its Subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY's indemnity and insurance provisions will be furnished to the Subcontractor or a tertiary subcontractor upon request.

6.2 Approval of Subcontractors

Those portions of the Construction Work that the CONTRACTOR does not intend to perform with CONTRACTOR's own personnel shall be performed under Subcontracts. A proposed list of Subcontractors shall be submitted to CITY for approval. Proposed Subcontractors will be deemed accepted unless CITY objects in writing within five (5) days after submission by CONTRACTOR.

ARTICLE 7 - TIME AND PROGRESS OF THE WORK

7.1 Commencement of Work

Within five (5) calendar days after execution of the Agreement, written Notice to Proceed will be issued by the City to Contractor. Notwithstanding other provisions of the Agreement, the Contractor shall not be obligated to perform the Work, and the City shall not be obligated to accept or pay for such Work performed by the Contractor, prior to City's issuance of the Notice to Proceed. The Contractor shall provide the required Agreement bonds and evidences of insurance prior to the City's execution of this Agreement and prior to commencement of any Work.

The Contractor shall commence execution of the Work within five (5) days after the date established in the Notice to Proceed for the commencement of Contract Time.

The Contractor shall give the Construction Manager written notice not less than five (5) working days in advance of the actual date on which the Work is to begin on the Site (excluding Preconstruction Services performed under the Agreement) will be started. The Contractor shall be entirely responsible for any delay in the Work which may be caused by its failure to give such notice.

7.2 Contract Time

All time limits for Substantial Completion, and Final Completion as stated in the Contract Documents are of the essence of the Agreement. The counting of Working or Calendar Days shall begin five (5) Calendar Days from the date of the Notice to Proceed. The Contractor shall prosecute the Work so that

the various portions of the Work shall be complete and ready for use within the times specified in Exhibit H-COMPLETION TIMES AND LIQUIDATED DAMAGES. It is expressly understood and agreed by and between the Contractor and the City that the Contract Time(s) for Contract Milestones, Substantial Completion of the Work and for Final Completion are reasonable times taking into consideration the average climatic and economic conditions and other factors prevailing in the locality and the nature of the Work known as of the date this Agreement is entered into.

7.3 Delays

7.3.1 Notice of Delays

When the Contractor foresees a delay in the prosecution of the Work and, in any event, promptly upon the occurrence of a delay to its Work, the Contractor shall notify the Construction Manager in writing of the occurrence of delay, providing the estimated extent of the delay and its cause. The Contractor shall take immediate steps to prevent or mitigate, if possible, the occurrence or continuance of the delay.

The Contractor agrees that no claim shall be made for any occurrence of delay that is not the subject of a written notice and that is not submitted to the attention of the Construction Manager within ten (10) calendar days of its occurrence. The City may accept a delay with more than ten (10) calendar days of notice if the City finds that the Contractor was acting in good faith and the City was not prejudiced by the Contractor's failure to timely provide the required notice.

7.3.2 Non-Excusable Delays

Non-excusable delays in the prosecution of the Work are delays which were caused by the Contractor, or by its subcontractors and suppliers, at any tier level, or delays which could have been avoided by the exercise of care, prudence, and diligence on the part of the Contractor or its subcontractors or suppliers, at any tier level. The Contractor shall receive no compensation or time extension for such delay. The determination of Non-Excusable Delays shall be made solely by the Construction Manager. In the event that the Contractor is not in agreement with the Construction Manager's decision, the Contractor may appeal the decision by submitting to the City (for consideration), evidence that supports the Contractor's claim for an Excusable Delay consideration.

7.3.3 Excusable Delays

Excusable Delays in the prosecution or completion of the Work are delays which are not caused by or within the control of Contractor and which could not have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor or its subcontractors or suppliers, at any tier level. In addition, before a delay will be deemed an "Excusable Delay," the delay must prevent the Contractor from proceeding with at least seventy-five (75%) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest approved progress schedule submitted by Contractor in accordance with the Contract Documents. The Contractor shall receive no compensation for such delay unless such delay also qualifies as a Compensable Delay, as described below. The following are examples of Excusable Delays:

- A. Site Availability; Failure or inability of CITY to make available any or all of the Site in accordance with the requirements of the Schedule.
- B. Regulatory and Governmental Authority; Failure or inability of CITY or CONTRACTOR to obtain necessary zoning changes, variances, code changes, permits or approvals from any governmental authority, or failure to obtain any street or alley vacations required for the performance of the Work, except to the extent due to the fault or neglect of CONTRACTOR.

- C. Separate Contractor's Acts or Omissions; Delays resulting solely from the acts or omissions of Separate Contractors; provided however, only to the extent Separate Contractors perform their work improperly and not in accordance with any applicable critical path schedule.
- D. Force Majeure; Delays resulting from Force Majeure.
- E. Differing Site Conditions; Differing, unusual or concealed site conditions that could not reasonably have been anticipated by CONTRACTOR in preparing the Schedule.
- F. Hazardous Materials; Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the site by CONTRACTOR or any Subcontractor.
- G. Applicable Laws; Delays resulting from changes in Applicable Laws occurring after the date of execution of this Agreement.
- H. CITY Acts or Omissions; Delays occurring solely due to the acts or omissions of CITY and those within the control of CITY, including, but not limited to, Separate Contractors.
- I. Abnormal Delays; Delays caused by fire, unusual storms, floods, tidal waves, earthquakes, strikes, labor disputes, freight embargoes, and shortages of materials shall be considered as Excusable Delays insofar as they prevent the Contractor from proceeding with at least seventy-five (75%) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.
- J. Weather Delays; Delays caused by inclement weather conditions or the conditions resulting from inclement weather shall be considered as "Excusable Delays" if they prevent the Contractor from proceeding with seventy-five (75%) percent of the normal labor and equipment force engaged in the current critical activity item for a period of at least five (5) hours per day toward completion of such operation or operations, and the crew is dismissed as a result thereof.
- K. Material Shortages; Upon the Contractor's submission of satisfactory proof to the Construction Manager, shortages of material may be considered an "Excusable Delay" upon the satisfaction of the conditions set forth herein. The Contractor must demonstrate that the Contractor has made every effort to obtain such materials from all known sources within reasonable reach of the proposed Work. Only the physical shortage of material, caused by unusual and unforeseeable circumstances, will be considered as eligible for an "Excusable Delay," and no consideration will be given to any claim that the material could not be obtained at a reasonable, practical, or economical cost or price, unless it is shown to the satisfaction of the Construction Manager that such material could have been obtained only at exorbitant prices entirely out of line with current rates, taking into account the quantities involved and usual practices in obtaining such quantities. A time extension for shortage of material will not be considered for material ordered or delivered late or whose availability is affected by virtue of the Contractor's or its subcontractor's or supplier's mishandling of the procurement for such material. The above provisions apply equally to equipment to be installed in the Work. Nothing herein is intended to affect the Contractor also needing to demonstrate that the delay must prevent the Contractor from proceeding with at least seventy-five (75%) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest favorably reviewed progress schedule.

7.3.4 Compensable Delays

Compensable Delays in the prosecution or completion of the Work are delays which meet each of the following three elements: (1) delays which result from causes beyond the control of the Contractor and which could not have been avoided by the reasonable exercise of care, prudence, and diligence on the part of the Contractor or its subcontractors or suppliers, at any tier level; (2) delays that prevent the Contractor from proceeding with at least seventy-five (75%) percent of the normal labor and equipment force for at least five (5) hours per day toward completion of the current critical activity item(s) on the latest approved progress schedule; and (3) delays that are caused by one of the following three causes:

- A. CITY Acts or Omissions; Delays due to the actions and/or inactions of the City, Construction Manager, Designer or any of their agents or employees.
- B. Differing Site Conditions; Delays due to differing site conditions as defined in Article 7.3.3.E-DIFFERING SITE CONDITIONS.
- C. Separate Contractor's Acts or Omissions; Delays due to other contractors employed by the City who interfere with the Contractor's prosecution of the Work as defined above.

7.3.5 Concurrent Delays

Concurrent delays are those delay periods when the prosecution of the Work is delayed during the same period of time due to causes from a combination of the delays defined in Article 7.3.2-NON-EXCUSABLE DELAYS, Article 7.3.3-EXCUSABLE DELAYS, or Article 7.3.4-COMPENSABLE DELAYS. During such concurrent delay periods, time extensions will be granted in accordance with Article 7.4-TIME EXTENSIONS; however, the Contractor will be granted a non-compensable time extension, and the City shall not assess its actual costs as defined in Article 7.4.1-NON-EXCUSABLE DELAYS, nor will the City assess Liquidated Damages.

7.4 Time Extensions

7.4.1 Non-Excusable Delays

The Contractor shall receive no compensation or time extension for Non-Excusable Delays.

7.4.2 Excusable or Compensable Delays

If the Contractor is delayed in the performance of its Work as defined in Article 7.3.3-EXCUSABLE DELAYS, or Article 7.3.4-COMPENSABLE DELAYS, then the Contract Time(s) will be extended by the City for such time that, the Contractor shows, and the City agrees (which agreement will not be unreasonably withheld), the Project's critical path completion dates will be delayed, provided that the Contractor strictly fulfills the following:

- A. The Contractor shall have provided written notification, in accordance with Article 7.3.1-NOTICE OF DELAYS;
- B. The Contractor shall have submitted in writing a request for an extension of time to the Construction Manager stating at a minimum the cause of the delay and the estimated number of days being requested. The Contractor's request for a time extension shall be submitted within fifteen (15) days of the Contractor furnishing its written notice pursuant to Article 7.3.1-NOTICE OF DELAYS. In the case of an Excusable Delay or Compensable Delay that allegedly is impacting the Contractor's operations for a period longer than fifteen (15) days, the Contractor shall update its request for a time extension, including updating its time impact analysis, every thirty (30) days until the delay is no longer allegedly impacting the Contractor's operations.

- C. If the Contractor maintains that the delay at issue is a Compensable Delay, the Contractor shall submit an estimate of the additional compensation for Field Overhead and Indirect Home Office Overhead (per Article 7.4.4-FIELD OVERHEAD AND INDIRECT HOME OFFICE OVERHEAD FOR COMPENSABLE DELAYS that it is seeking in regard to the alleged delay. This estimate shall be included with the Contractor's request for time extension that is described in paragraph B, above. In the case of a Compensable Delay that allegedly is impacting the Contractor's operations for a period longer than fifteen (15) days, the Contractor shall update its estimate of additional compensation every thirty (30) days until the delay is no longer allegedly impacting the Contractor's operations.
- D. If requested by the Construction Manager, the Contractor shall provide sufficient information to the Construction Manager to assess the cause or effect of the alleged delay (as well as additional compensation in the case of Compensable Delay), or to determine if other concurrent delays affected the Work. Such additional information shall be furnished within fifteen (15) days of the Construction Manager's request for additional information.
- E. Time extensions due to Excusable or Compensable Delays will be granted only if such delays involve controlling critical path operations which would prevent completion of the whole Work within the specified Contract Time(s), as described in the above conditions for determination of "Excusable Delay" or "Compensable Delay."

Construction Manager will, in writing, approve or reject the Contractor's request for a time extension within fifteen (15) days of the latter of (i) the Construction Manager's receipt of the Contractor's complete request for a time extension; or (ii) the Construction Manager's receipt of the additional information referenced in paragraph C, above. If Construction Manager does not provide a written response within such fifteen (15) day time period, the Contractor's request shall be deemed denied by the City.

If the Construction Manager determines that the Contractor is entitled to a time extension, during such approved extension of time, neither extra compensation for inspection and administration nor damages for delay will be charged to the Contractor.

7.4.3 Weather Delays

For Weather Delays, the Contractor will be granted a non-compensable time extension for weather caused delays, pursuant to Article 7.3.3.J-WEATHER DELAYS, over and above an allowance as provided for in Exhibit H-Completion Times and Liquidated Damages. No time extensions for weather delays will be granted until the total number of weather days exceeds this allowance.

Should the Contractor fail to complete the Work within the time specified in the Agreement, as extended in accordance with this clause if appropriate, the Contractor shall pay to the City liquidated damages in accordance with Article 7.5-Liquidated Damages.

7.4.4 Field Overhead and Indirect Home Office Overhead for Compensable Delays

The Contractor shall be compensated for field overhead and indirect home office overhead expenses due to Compensable Delays for periods of time when the Work is delayed as defined in Article 7.3.4-COMPENSABLE DELAYS. However, no payment shall be made for compensable delays which occur during a concurrent delay as defined in Article 7.3.5-CONCURRENT DELAYS. As a condition precedent to payment for field overhead and indirect home office overhead, the Contractor must fulfill all conditions as provided in Article 7.4.2-EXCUSABLE OR COMPENSABLE DELAYS. Compensation will be calculated in accordance with 7.4.4.1 and 7.4.4.2 below. No additional markup for overhead or profit shall be provided for such field overhead and indirect home office overhead expenses.

Payment to the Contractor for indirect overhead expenses will be made only if the extended Contract Time period granted for the compensable delay(s) is required to complete the Work following the depletion of the original Contract Time period and any time extensions granted other than compensable time extensions. Payment for field overhead and indirect home office overhead shall be calculated as follows:

7.4.4.1 Field Overhead

For those allowable delay periods as described in Article 7.4.4-FIELD OVERHEAD AND INDIRECT HOME OFFICE OVERHEAD FOR COMPENSABLE DELAYS, the Contractor shall be reimbursed for its field overhead based on:

- A. Actual invoice costs for on-site field offices and temporary utilities as described in Section 015000, TEMPORARY FACILITIES AND UTILITIES.
- B. Actual labor costs as shown in Exhibit C, GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE, for field office staff.
- C. Fair rental values acceptable to the Construction Manager as described in Article 9.6-Cost Determination, for construction equipment idled due to the delay.
- D. Actual Errors and Omissions insurance costs attributable to delay periods.

7.4.4.2 Indirect Home Office Overhead

For those delay periods as described in the introduction of Article 7.4.4-FIELD OVERHEAD AND INDIRECT HOME OFFICE OVERHEAD FOR COMPENSABLE DELAYS, the Contractor shall be reimbursed for its indirect home office overhead based on the following formula:

$$[\text{Guaranteed Maximum Price (\$)} \div \text{Contract Time Period (Calendar Days)}] \times 0.03 = \text{Daily Indirect Home Office Overhead (\$/Calendar Day)}$$

As it is impractical to determine the actual home office overhead, such reimbursement shall encompass full payment for any and all indirect home office overhead expenses for such periods of time for the Contractor and all subcontractors. Distribution of the markup amount among the Contractor and all subcontractors and suppliers is the responsibility of the Contractor.

7.5 Liquidated Damages

City and the Contractor recognize that time is of the essence of this Agreement and that the City will suffer financial loss if the Work is not completed within the times specified in Exhibit H-COMPLETION TIMES AND LIQUIDATED DAMAGES, plus any extensions thereof allowed in accordance with Article 7.4-TIME EXTENSIONS. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage which the City will sustain in the event of and by reason of the Contractor's failure to fully perform the Work or to fully perform all of its Agreement obligations that have accrued by the times for completion as specified in Exhibit H-COMPLETION TIMES AND LIQUIDATED DAMAGES.

It is, therefore, agreed in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the City liquidated damages in the amount set forth in Exhibit F, COMPLETION TIMES AND LIQUIDATED DAMAGES, per day for each and every calendar day that expires after the times for completion specified for each construction milestone except as otherwise provided by extension of time pursuant to Article 7.4-TIME EXTENSIONS. It is further understood and agreed in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the

time this Agreement was made, and that the City may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor.

Liquidated damages will continue to accrue at the stated rate until the completion of any defined completion milestone(s) and Final Completion of Work, all as set forth in Exhibit H, COMPLETION TIMES AND LIQUIDATED DAMAGES. Accrued liquidated damages may be deducted by the City from amounts due or that become due to the Contractor for performance of the Work. Liquidated damages may not be waived or reduced by the City unless expressly waived or reduced in writing by the City.

ARTICLE 8 - PAYMENT AND COMPLETION

8.1 Guaranteed Maximum Price (“GMP”) and GMP Shared Savings

CITY shall pay for CONTRACTOR's performance under this Agreement the Cost of the Work and Fee (as described in Exhibit C-GUARANTEED MAXIMUM PRICE, FEE, AND COST OF WORK hereto); provided, however, that the sum of the Cost of the Work and the Fee shall not exceed the GMP, as adjusted by Change Order/Directive in accordance with the Contract Documents. CONTRACTOR bears the risk of its increased costs due to market price increases (including escalating costs for materials).

8.2 Shared Savings

CONTRACTOR shall be compensated for actual work completed based on the Cost of Work and Fee up to the amount of the GMP. If CONTRACTOR's actual total Cost of the Work and Fee is less than the GMP, upon Final Completion, the CONTRACTOR shall be entitled to receive a negotiated percentage of the GMP Savings as described in Exhibit C-GUARANTEED MAXIMUM PRICE, FEE, AND COST OF WORK hereto. “GMP” Savings shall mean the positive difference, if any, when the actual Total Cost of the Work and Fee is subtracted from the GMP; provided, however, that unused Allowance monies, if any, shall not be subject to shared savings.

8.3 Schedule of Values

Contractor will be required to submit a complete schedule of values upon selection of proposal to facilitate contract negotiation within ten (10) days of notice. Schedule of values should set forth the various portions of the Work, and the portions of the GMP allocated to each portion.

8.4 Applications for Payment

CONTRACTOR shall deliver to CITY not more than once each month an Application for Payment covering the Cost of Work and Fee applicable to the Work performed during the immediately preceding month. With each Application for Payment CONTRACTOR shall submit such evidence as may be necessary to demonstrate costs incurred on account of Cost of the Work during such month and the percentage of completion of each category of Work. CITY may reject requests for payment, or portions thereof, for Work, or portions thereof, not performed or completed.

8.5 Amount of Progress Payments

CITY shall pay CONTRACTOR the actual Cost of the Work and Fee, if any, through the period covered by the Application for Payment, less Retention as set forth in Article 8.6 below, provided that the aggregate payment amount before retention will not exceed the percentage of completion of the Work multiplied by the GMP (excluding items of the GMP not subject to retention). CITY may additionally

withhold from progress payments such amounts pursuant to stop payment notice claims as required by law and CITY administrative regulation 4.01.

8.6 Retention, Escrow Agreement, Final Payment

Five percent (5%) Retention shall be withheld from each progress payment until the expiration of thirty-five (35) days following the recordation of the notice of completion; provided however, CITY shall continue to retain such amount as required by law and/or CITY administrative regulation 4.01.

CONTRACTOR may elect to establish an escrow account for securities in-lieu of the five percent (5%) Retention in a form of escrow agreement compliant with law and subject to approval by the CITY Attorney (form of escrow agreement is attached as Exhibit F–IN LIEU OF SECURITIES ESCROW AGREEMENT. Release of Retention monies shall constitute the Final Payment.

8.7 Early Release of Subcontractor Retention. [reserved]

8.8 Payment for On-Site and Off-Site Stored Materials.

8.8.1 Payment for Materials:

8.8.1.1 Payment may be made for those materials delivered to the site but not incorporated in the work to the extent that the materials are included in the Construction Schedule as cost-loaded material delivery activities.

8.8.1.2 Payment for materials delivered will not be made before the respective shop drawings, installation instructions and O&M manuals have been submitted, reviewed, and accepted in accordance with Section 01330, Submittal Procedures.

8.8.1.3 To receive payment for materials delivered to the site, but not incorporated in the work, it shall be necessary for the CONTRACTOR to submit to the OWNER, at least 7 days prior to the end of said month, a list of such materials.

8.8.1.4 At their sole discretion, the OWNER will approve items for which payment as for On-Site and Off-Site Stored Materials is to be made.

8.8.1.5 The list of materials and invoices shall be clearly identified by referencing the associated activity on the cost loaded schedule.

8.8.1.6 Payment for materials delivered to the site or a bonded warehouse will be made in an amount equal to the respective suppliers' invoices(s) for the actual net cost for the item(s) delivered plus delivery charges in accordance with payment terms of the Agreement.

8.8.1.7 The CONTRACTOR's actual net cost for the materials must be supported by invoices of suppliers.

8.8.2 Proper storage and protection of materials shall be provided by the CONTRACTOR. Final payment shall be made only for materials actually incorporated in the work and, upon acceptance of the work, all materials remaining for which advance payments had been made shall revert to the CONTRACTOR, unless otherwise agreed, and payments made for these items shall be deducted from the final payment for the work.

8.9 Title to Construction Work

CONTRACTOR warrants that title to all Construction Work covered by an Application for Payment shall pass to CITY no later than the time of payment. CONTRACTOR further warrants that upon submittal of an Application for Payment, all Construction Work for which Applications for Payment have been

previously issued and payments received from CITY shall, to the best of CONTRACTOR's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of CONTRACTOR, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials or equipment relating to the Construction Work.

8.10 Withholding of Payment

CITY may withhold payment on account of an Application for Payment if required or authorized by any Applicable Law, or to the extent necessary to protect CITY from loss because of:

- A. defective Work not remedied;
- B. third party claims filed or reasonable evidence indicating probable filing of such claims;
- C. failure of CONTRACTOR to make payments of undisputed amounts to Subcontractors for labor, materials or equipment;
- D. damage to CITY or to a Separate Contractor caused by the fault or neglect of CONTRACTOR to the extent not reimbursed by insurance; or
- E. reasonable evidence that the Work will not be Substantially Completed within the Contract Time due to Inexcusable Delay, and that the unpaid balance of the GMP would not be adequate to cover liquidated damages for the anticipated Inexcusable Delay.

8.11 Failure of Payment; Interest

In accordance with Public Contract Code §20104.50, CITY shall pay CONTRACTOR interest on any progress payment, which is made by CITY more than thirty (30) days after CITY receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in Code of Civil Procedure §685.010(a), and shall begin to accrue upon the expiration of said thirty (30) day period. Any written request for a progress payment which CITY determines to be disputed, improper or not suitable for payment for any reason shall be returned to CONTRACTOR within seven (7) days after receipt by CITY, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.

8.12 Occupancy by CITY Prior to Acceptance

CITY reserves the right to Beneficial Occupancy and without charge by CONTRACTOR. In those areas of the Work which are completed, CITY may store materials, equipment, and supplies, and may perform partial operation.

8.13 Substantial Completion

When CONTRACTOR considers the entire Work complete and ready for its intended use, CONTRACTOR shall certify in writing to CITY that the entire Work is substantially complete provide CITY with a Certificate of Substantial Completion. Within a reasonable time thereafter, CITY and CONTRACTOR shall make an inspection of the Work to determine the status of completion. If CITY does not consider the Work substantially complete, CITY will notify CONTRACTOR in writing giving reasons therefor. If CITY considers the Work substantially complete, CITY will accept a corresponding partial Certificate of Substantial Completion. There shall be attached to the Certificate a Punch List of items to be completed or corrected before Final Acceptance and Final Payment.

8.14 Final Completion

When the Work is fully completed, CONTRACTOR shall provide CITY with a Certificate of Final Completion and shall request final inspection in writing. Additionally, CONTRACTOR shall provide legally effective releases or waivers satisfactory to CITY of all lien rights arising out of or liens filed in connection with the Work. Within ten (10) calendar days of receipt of such completed request form, CITY shall make final inspection. If following final inspection, CITY determines that the Work (including all Punch List items) has been fully completed, CITY will process a Notice of Completion. If CITY determines that the Work is not complete after receipt of certification from CONTRACTOR, CONTRACTOR shall be notified in writing of deficiencies. After the deficiencies have been corrected, the procedure for final inspection as set forth above shall again be initiated by CONTRACTOR. In the event CITY determines the Work is fully completed, CITY shall initiate process of attaining a notice of completion.

8.15 Waiver of Claims at Final Payment

Acceptance of final payment by CONTRACTOR shall constitute a waiver of all claims by CONTRACTOR, except those previously made in writing and identified as unsettled at the time of final payment.

8.16 Construction Allowance Items

CONTRACTOR must have prior written authorization from CITY to begin work on allowance item scope. Upon approval of an invoice for work covered by an allowance item, the CITY shall pay for CONTRACTOR's performance under this Agreement the actual Cost of the Work and Fee (as described in Exhibit D - CONSTRUCTION ALLOWANCE ITEMS AND AMOUNTS hereto). When the approved invoices for the actual Cost of the Work is more or less than the amount of an allowance item, the Contract GMP will be adjusted by Change Order; provided, however, that the sum of the actual total cost of each allowance item shall not exceed the approved Allowance Amount of each, as adjusted by Change Order/Directive in accordance with the Contract Documents.

8.17 Contingency [reserved]

8.18 Audits and Access to Records.

The Contractor must maintain all books, records, documents, and other evidence directly pertinent to the performance of the Work in accordance with generally accepted accounting principles and practices. The Contractor must also maintain all financial information and data used by the Contractor in the preparation or support of any cost submission, including the Contractor's estimate, any Change Order, Dispute, Claim, Pay Application, or other request for equitable adjustment. City and its representatives will have access upon five (5) business days advanced written notice, during normal business hours, to all Contractor's books, summary reports, records, accounts, estimates, documents, detailed financial information, certified payroll records, AIS records and all other information and documentation relevant to the Work for the purposes of inspection, audit, and copying. The Contractor will, at no cost to City, provide reasonable facilities for such access, and inspection purposes. The City will arrange for and pay all costs of copying.

The Contractor agrees to include and make the requirements of this article, applicable to all subcontractors listed in their DESIGNATION OF SUBCONTRACTORS list.

Audits conducted pursuant to this article, will be in accordance with general accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.

The Contractor agrees to provide requested information and reports resulting from access to records to City, subject to execution of an appropriate confidentiality order if requested.

Records must be maintained and made available during the performance of the Work and for four (4) years after Final Payment, and until final settlement of all Disputes or Claims, whichever occurs later.

The right of access provisions of this article, applies to all financial records pertaining to the Agreement:

- A. To the extent the records pertain directly to Agreement performance;
- B. To the extent required for verification of the costs incurred where such costs are the basis for billings pursuant to the Agreement including Change Orders;
- C. To the extent there is credible evidence that Contractor has violated the federal False Claims Act and the California False Claims Act or that fraud, gross abuse, or corrupt practices may be involved; and
- D. If the Agreement is terminated for default or convenience.

Access to records is not limited to the required retention periods. City's Authorized Representative or designee must be granted access to records at any reasonable time for as long as the records are required to be maintained.

In the event that City's audit determines that Contractor has billed for any costs that are ineligible for reimbursement or for any reason should not have been paid, or the Contractor's fee has been improperly applied or calculated, Contractor shall promptly refund all improper payments following receipt of City's written notice and explanation of the alleged overpayments or improper fee and shall be responsible to pay City for the City's reasonable costs to perform the audit unless the Contractor establishes that the overpayment or improper fee was the result of an unintentional, inadvertent clerical error.

ARTICLE 9 - CHANGES IN THE WORK

9.1 Contract Held Valid.

Any change in the Scope of Work or deviation from the Contract Documents including, without limitation, Extra Work or Omitted Work, shall not invalidate the original Contract, and shall be performed under the terms of the Contract Documents. The difference in cost of the work affected by such change will be added to or deducted from the Guaranteed Maximum Price (GMP), as the case may be.

9.2 Execution of Changes

- A. Only the Contractor or the City may initiate changes in scope of Work or deviation from Contract Documents.
- B. Changes in the Work may be accomplished after execution of the Contract where they are documented by an executed Field Directive, Field Order, or Change Order in accordance with applicable provisions of the Contract Documents.
- C. Changes in the Work shall be performed under applicable provisions of the Contract Documents. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to CITY or CONTRACTOR, the applicable unit prices for such change order/directive shall be equitably adjusted. No GMP adjustment on account of a Change Order shall include CONTRACTOR's or Subcontractor's profit, Fee, home office overhead or a formula allocation of indirect costs unless otherwise specifically allowed

hereunder.

- D. The prices agreed upon and any agreed upon adjustment in Contract Time shall be incorporated in the written order issued by the City, which shall be written so as to show acceptance on the part of the Contractor as evidenced by its signature. By signature of the Change Order, the Contractor acknowledges that the adjustments to the GMP and Contract Time contained in the Change Order are in full satisfaction and accord and so waives any right to claim any further cost and time impacts at any time during and after completion of the Contract for the changes encompassed by the Change Order.

9.3 Definitions

9.3.1 Incidental Work

Incidental work includes reasonably implied parts of the work not shown on Drawings nor described in Specifications, but which is necessary or normally or customarily required as a part of the Work shown on the Drawings or described in the Specifications to provide a complete installation which is fully connected and tied into the existing facilities and processes and is fully functional and operational. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and expense thereof shall be included in the Guaranteed Maximum Price (GMP). Incidental work shall be performed by Contractor and included in the Cost of the Work without an increase in the GMP.

9.3.2 Extra Work

New or unforeseen work, or added work of a different character or function; or that involves revisions of the details of the Work on which Contractor based its GMP. If the extra work increases the Contractor's Cost of the Work and/or time to perform the Work, and is approved by the City via a written Change Order, the GMP and/or Contract Times shall be adjusted as provided in the Contract Documents. Extra Work shall not include Work which is shown, detailed or specified in the Contract Documents or which constitutes "Incidental Work" as defined within the Contract Documents definition above.

9.4 Change Directives

Changes in the Work may be directed by a Construction Change Directive prepared and signed by the OWNER'S REPRESENTATIVE. A Construction Change Directive signed by the CONTRACTOR indicates agreement of the CONTRACTOR with the actions specified in the Directive, including the inclusion or absence of an adjustment in Contract Amount or Contract Time or the method for determining them. The following procedures shall apply with respect to Change Directives.

- A. Upon receipt of a Change Directive signed by CITY, CONTRACTOR shall promptly proceed with the change in the Work involved and advise CITY of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the GMP or the Schedule. If CONTRACTOR receives a written communication signed by CITY which CONTRACTOR believes is a Change Directive but is not so identified, it shall not proceed with the change in the Work until it receives from CITY a written confirmation that such communication is in fact a Change Directive.
- B. A Change Directive signed by CONTRACTOR indicates the agreement of CONTRACTOR with the contents thereof, and shall convert the Change Directive to a Change Order.
- C. If CONTRACTOR does not respond promptly or disagrees with the method for adjustment in the GMP or Schedule, the method and adjustment shall be determined as provided in these

contract documents. In such case, CONTRACTOR shall keep and present, in such form as CITY may request, an itemized accounting, together with appropriate supporting data.

- D. Pending final determination of cost to CITY, amounts not in dispute shall be included in Applications for Payment. The amount of credit to be allowed by CONTRACTOR to CITY for a deletion or change which results in a net decrease in the GMP shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Fee shall be figured on the basis of net increase, if any, with respect to that change.
- E. If CITY and CONTRACTOR do not agree with the adjustment in the Schedule or the GMP, such disagreement shall be submitted for dispute resolution in accordance with the provisions of this Contract.

9.5 Contract Modification Procedures

9.5.1 Request for Proposal (RFP)

- A. The City may issue a Request for Proposal (RFP) to the Contractor in connection with the City considering an addition to, or deletion from, or other change in the Work. RFPs shall not be deemed to be directions to proceed with any addition, deletion or change to the Work.
- B. Whenever the Contractor is required to prepare a cost proposal in response to an RFP, and whenever Contractor is entitled to submit a cost proposal and elects to do so, Contractor shall prepare and submit to City for consideration a cost proposal using a form provided by the CM or the Contractor may submit another form if deemed acceptable to the Construction Manager. All cost proposals must contain a complete breakdown of costs of credits, deducts, and extras; and itemize materials, labor, equipment, special services, taxes, and markups. All Subcontractor Work shall be so indicated. Individual entries on the Cost Proposal form shall follow the cost items defined in Cost Determination in this Section. The Contractor shall provide all required cost information requested by an RFP within fourteen (14) days after receiving the RFP.
- C. Upon receipt of the Contractor's cost proposal, which shall include a detailed itemized breakdown as prescribed in this Section, the Construction Manager will act promptly thereon. If Construction Manager takes no exception to the cost proposal, Construction Manager will prepare Change Order for City and Contractor signatures, provided that City has elected to proceed with the changed Work. If a cost proposal is not acceptable to the Construction Manager, the Construction Manager will indicate to Contractor the unacceptable items in the proposal. Except as otherwise provided in this Section, Contractor shall have seven (7) days in which to respond to Construction Manager with a revised cost proposal.
- D. If the parties do not agree on the price or time adjustment in response to an RFP, City may issue a unilateral change order pursuant to the Agreement, Article 9.5.3-FIELD ORDER-FORCE ACCOUNT WORK. Contractor shall perform the changed Work, notwithstanding any claims or disagreements of any nature, with the understanding that it preserves all rights to pursue adjustments to the GMP and/or Contract Time in connection with the change.
- E. When the necessity to proceed with a change does not allow the Construction Manager sufficient time to conduct a proper check of the Contractor's cost proposal (or revised cost proposal), Construction Manager may order Contractor to proceed with the change, with the understanding that parties will negotiate in good faith to determine the value of the change at the earliest practical date. In this event, the value of change, with corresponding equitable

adjustment to the GMP, shall not be more than any increase or less than any decrease proposed by the Contractor's cost proposal.

9.5.2 Field Directive/Supplemental Instruction Resulting from RFI's, Submittals or other instructions from the Designer and/or City

- A. The Contractor may be issued a Field Directive or Supplemental Instructions resulting from an RFI, Submittal or other instructions from the Designer and/or City.
- B. If the Contractor is satisfied with Field Directive or Supplemental Instruction and does not request change in the GMP or Contract Time, then the Field Directive or Supplemental Instruction shall be executed by the Contractor without a Change Order.
- C. If the Contractor believes the Field Directive/Supplemental Instruction results in additional Cost of the Work or a change in the GMP or Contract Time, then Contractor must notify the Construction Manager within ten (10) days following receipt of Field Directive/Supplemental Instruction and before proceeding with this work. If the Construction Manager considers Contractor's notice to be justified, the instructions of the Field Directive/Supplemental Instructions will be revised or a proposed Change Order will be issued for the City's consideration. The Contractor shall have no claim for additional compensation or extension of the schedule because of any such additional instructions unless the Contractor provides the Construction Manager written notice thereof within the time frame specified above, unless the City is not Prejudiced by Contractor's untimely notice. In addition, the Contractor shall within fifteen (15) days from the date of the Contractor furnishing written notice provide a detailed justification and analysis as well as estimated pricing and Time Impact Analysis to support any request for time extension. Should the work at issue impact Contractor's operations for a period longer than fifteen (15) days, Contractor shall update its request for additional compensation and/or additional time, every thirty (30) days until the disputed work is no longer allegedly impacting Contractor's operations. In addition, Contractor shall comply with the requirements of the Agreement concerning Records of Disputed Work and Submission of Disputed Work Costs, respectively.
- D. Should the Contractor proceed with the work affected before receipt of a response from the Construction Manager, any portion of the work which is not done in accordance with the City's interpretation, clarifications, instructions, or decisions is at Contractor's risk.
- E. If the Contractor and Construction Manager still do not agree on the Field Directive's impact to the GMP or Contract Time, then Contractor may appeal to the Owner for decision. If the Owner concurs with the Construction Manager's position, the Contractor will be directed again in writing to make the changes covered in the Field Directive/Supplemental Instructions and Contractor shall do so notwithstanding any claims or disagreements of any nature. Contractor may file a Notice of Potential Claim and Claim in accordance with the Agreement.

9.5.3 Field Order- Force Account Work

- A. If either the amount of work or payment for a Change Order cannot be determined or agreed upon beforehand, the City may direct by issuing a unilateral Change Order or Field Order that the work be done on a force account basis. The term "force account" shall be understood to mean that payment for the work will be made based on an accounting of the Contractor's Cost of the Work as described in the Agreement, Exhibit C-Guaranteed Maximum Price, Cost of Work and Fee, and Article 9.6-Cost Determination.

- B. Prior to the commencement of force account work, the Contractor shall notify the Construction Manager of its intent to begin work. The Contractor shall maintain accurate cost records, separate from the cost categories for the balance of the Work, which depict all costs incurred for the authorized force account work. Upon request by the Construction Manager or City, these cost records must be made available for review as provided in the Agreement.
- C. All subcontractors that expend labor, equipment and materials on force account work shall record those costs daily by using a form provided by or approved by the Construction Manager. The subcontractor reports, if found to be correct, shall be signed by the subcontractor, Contractor and Construction Manager, or inspector, and a copy of which shall be furnished to the Construction Manager no later than the working day following the subcontractor's performance of said work. The Daily Extra Work Report sheet shall thereafter be considered the true record of force account work provided by the subcontractor. If the Construction Manager, or inspector, does not agree with the labor, equipment and/or materials listed on the subcontractor's daily force account report, the Construction Manager, or inspector, shall sign-off on the items on which they are in agreement. The Construction Manager shall then review the items of disagreement and will advise the Contractor, in writing, of its determination. If the Contractor disagrees with this determination, it shall have the right to file a claim notice per the Agreement.
- D. The Contractor shall maintain its records in such a manner as to provide a clear distinction between the direct costs of subcontractor work paid for on a force account basis and the costs of other operations.
- E. To receive partial payments and final payment for force account work, the Contractor shall submit, in a manner approved by the Construction Manager, detailed and complete documented verification of the Contractor's and any of its subcontractor's Costs of the Work involved in the force account pursuant to the pertinent unilateral Change Order or Field Order. Such costs shall be submitted within thirty (30) days after said work has been performed. No payments will be made for work billed and submitted to the Construction Manager after the thirty (30) day period has expired, unless City is not prejudiced by Contractor's untimely billing and submittal of costs.

9.5.4 Construction Change Directive (CCD)

- A. CCD is a written order prepared by the Construction Manager and signed by the City, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Price or Contract Time.
- B. If at any time the City believes in good faith that a timely Change Order will not be agreed upon using the foregoing procedures, the City may issue a CCD with its recommended cost and/or time adjustment. Upon receipt of CCD, Contractor shall promptly proceed with the change of Work involved and concurrently respond to City's CCD within ten (10) calendar days.
- C. Contractor's response must be any one of following:
 - 1. Return CCD signed, thereby accepting City's response, time, and cost.
 - 2. Submit a (revised if applicable) Cost Proposal with supporting documentation (if applicable, reference original Cost Proposal number followed by letter A, B, etc. for each revision), if City so requests.
 - 3. Give notice of intent to submit a Claim as described in the Agreement.

- D. If the CCD provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:
 - 1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
 - 2. Unit prices stated in the Contract Documents or subsequently agreed upon.
 - 3. Cost to be determined in a manner agreed by the City and Contractor.
 - 4. Cost to be determined pursuant to Article 9.6-Cost Determination.
- E. A CCD signed by Contractor indicates the agreement of Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- F. If Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the method and the adjustment shall be determined by Construction Manager on the basis of reasonable expenditures and savings of those performing the Work attributable to the change including, in case of an increase in the Contract Sum, an allowance for overhead and profit in accordance with Articles 9.6.3 and 9.6.4-Allowable Markups. If the parties still do not agree on the price for a CCD, Contractor may file a Claim in accordance with the Agreement. Contractor shall keep and present, in such form as Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this paragraph shall be limited to those provided in Article 9.6-Cost Determination.
- G. Pending final determination of cost to the City, amounts not in dispute may be included in Applications for Payment.

9.5.5 Documentation for All Changes

- A. Upon request of the Construction Manager, the Contractor shall provide the following information to support the request for change in cost or time:
 - 1. Copy of original quotations, purchase order or invoices to verify costs included in original pricing.
 - 2. Copy of all quotations, purchase order or actual invoices to support new costs submitted.
 - 3. Copy of all insurance and bond costs resulting from change.
 - 4. Copy of all quantity takeoff sheets for materials, labor and equipment.
 - 5. Certified payroll records.
 - 6. A list of equipment with manufacturer's name and model number and the alphanumeric designation used in the Equipment Rental Rates prepared by the California Department of Transportation, unless the equipment is included in the Agreement, Exhibit C-Guaranteed Maximum Price, Cost of Work and Fee.
 - 7. Invoices for all non-owned rental equipment.
 - 8. Other information, as reasonably required, to document the labor, equipment and materials used.
- B. Correlation of Other Items:

1. Contractor shall revise Application for Payment forms to record each authorized Change Order or CCD as a separate line item and adjust the GMP on the next monthly progress billing.
2. Contractor shall revise the Progress Schedules prior to the next monthly pay period to reflect the effects of all authorized Change Orders or CCDs.
3. Contractor shall enter changes in Project Record Documents prior to the next monthly pay period and provide a copy to the Owner with progress billing.

9.6 Cost Determination

With respect to Change Orders which increase or decrease the Scope of Work described in Exhibit B-Contractor's Technical Proposal, are not due to the errors or omissions of CONTRACTOR and are not attributable to Excusable Delays or the contingencies set forth in Article 9.7 below, the GMP shall be increased (or decreased) by the following "Scope Change Costs":

9.6.1 Contractor's Direct Cost Categories

The Contractor's allowed direct costs are found in the Agreement, Exhibit C-Guaranteed Maximum Price, Cost of Work and Fees.

9.6.2 Subcontractor's Direct Cost Categories

The categories described below are defined to be direct costs for subcontractors at all tier levels.

No other type of costs will be allowable as a direct cost. Direct costs shall not include any labor costs or indirect costs pertaining to the subcontractor's managers or superintendents, their office and engineering staffs, the cost of their offices, facilities, vehicles, or anyone not directly employed on such work, nor small tools (as defined in item C-Subcontractor's Construction Equipment Rental Cost of this Article 9.6.2) nor supplies. All such items are considered indirect costs which form a part of the Contractor's and subcontractors' overhead expenses.

A. Subcontractor's Direct Field Labor

1. The cost of labor for workers (including forepersons when authorized by the Construction Manager) used in actual and direct performance of the work by the subcontractor will be the sum of the following:
 - a. The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, vacation and similar purposes.
 - b. All payments imposed by State and Federal Laws including, but not limited to, workers' compensation insurance, and social security payments. The rates used for workers' compensation insurance shall be actual rates paid by the subcontractor for each specific craft and broken down by wage rate if applicable to that craft.
 - c. General Liability insurance burden, if applied to subcontractor's payroll. By formal submittal, the subcontractor shall provide adequate backup information to Construction Manager to verify this burden rate is indicative of the actual rates paid by the Contractor as a percent of labor.
2. Except as otherwise may be agreed to in writing by the Construction Manager, the

actual wages and benefits paid for manual classifications of subcontractor's on- site workers will not, in the aggregate, be less than the current applicable wage for each classification as established by the State of California Department of Industrial Relations.

3. Specifically prohibited from the subcontractor's labor costs are other payroll burden factors such as small tools (as defined in item C below), bonuses of any kind and safety incentives.
4. Subcontractor shall include the actual travel and/or subsistence costs, if any, as a separate line item under the labor cost category. Except as otherwise may be agreed to in writing by the Construction Manager, the actual travel and/or subsistence costs will not be less than established in the State of California Department of Industrial Relations.

B. Subcontractor's Materials

1. The cost of all materials, including all factory testing, freight and delivery costs of materials, accepted by the City and used in performing the work will be the cost to the subcontractor from the supplier thereof. All discounts for early payment shall accrue to the subcontractor unless the City's payment to subcontractor is paid to subcontractor before discount payment is due in which case discount savings will be fully credited to City on next progress billing. All rebates and all returns from the sale of surplus materials shall be credited to the Cost of the Work.
2. At the request of the Construction Manager, the subcontractor will obtain more than one quote for materials to be used to complete change order or force account work. Copies of all quotes shall be shown to the Construction Manager.
3. For materials used in construction of the Project which may have additional uses on other projects for the subcontractor's benefit, such as dimensional lumber, beams and plywood to form concrete or temporary diversion pipes, the subcontractor shall submit a material unit cost to cover use of these types of materials for the approval of the City prior to delivery to the Work Site. This unit cost shall take into account the use of such materials on other past and future projects.

C. Subcontractor's Construction Equipment Rental Cost

1. The cost of construction machinery and equipment for changes shall be based on fair rental cost or equivalent rental cost of owned equipment. Such costs will be allowed for only those days or hours during which the equipment is in actual use. Payment shall be based on actual rental and transportation invoices but shall not exceed the rental rates listed for such equipment in the State of California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is performed. City-operated equipment rates shall not exceed the rates in the aforesaid Rental Rate publication plus the labor costs as provided in this section.
2. The aforesaid rental rates shall be deemed to include the cost of fuel, power, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, labor except for construction equipment operators and any and all costs to the subcontractor incidental to the use of such construction equipment. All equipment must be in good working condition and suitable for the purpose for which it is to be used, as judged solely by the Construction Manager. Rental time will not be allowed while equipment is inoperative due to breakdowns.
3. Compensation for idle time of equipment through delays caused by the City will be

made consistent with Section 8-1.09, Right of Way Delays, of the Caltrans Standard Specifications.

4. Small Tools. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, are considered to be small tools and no rental payment will be made unless it can be demonstrated that the particular item is needed and purchased by the subcontractor solely for the completion of the Change Order work.
5. The rental time to be paid for equipment used to complete change order and force account work will be the time the equipment is in operation on the change order or force account work being performed or an approved outside rental rate from an equipment rental company provided such rental rate was approved by the Construction Manager prior to the equipment's transportation to the project for use in the change order or force account work.
6. For equipment not already on the project site to complete other portions of the Work, loading and transporting costs will be allowed for equipment approved by the Construction Manager to complete change order or force account work. The cost of transporting equipment in low bed trailers shall not exceed the hourly rates charged by established haulers in the area. The cost of transporting equipment shall not exceed the applicable minimum established rates of the California Department of Transportation.

D. Special Services used by Subcontractor

When the Construction Manager and the Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of a subcontractor, service or extra Work item may be performed by a specialist. These types of services will be paid based on current market rates, subject to Construction Manager approval, which approval will not unreasonably be withheld.

9.6.3 Allowable Mark-Ups – Contractor's Subcontractor(s)

The subcontractors shall be entitled to compensation for indirect field and home office overhead costs, and profit for Change Order work. This compensation shall be in the form of markup percentages applied to the direct cost of the Change Order increase or decrease of work, as further described below. The maximum markup which will be allowed for the subcontractor's combined overhead and profit will be:

- A. For work by its own organization, the subcontractor may add up to the following percentages:
 - Direct Field Labor: 15 percent
 - Materials: 10 percent
 - Equipment (owned or rented): 10 percent
 - Special Services: 10 percent
- B. For all such work done by sub-tier subcontractors, such sub-subcontractors may add the same percentages as the subcontractor as listed in (9.6.4.A) above to its actual net increase in costs for combined overhead and profit. The subcontractor may then add up to five percent (5%) of the sub-subcontractor's total for its combined overhead and profit. No additional mark-ups will be allowed for further tier-ed subcontracts below a sub-subcontractor.
- C. When both additional and deleted work are involved in any one change order, the combined overhead and profit shall be calculated on the basis of the net change, whether an increase or decrease. For Change Order work which results in a net decrease in cost a minimum of five

percent (5%) markup shall be added by the subcontractor to the sum of the direct labor, materials and equipment as a deduction for overhead, profit, and reduction in bond and insurance. The subcontractor shall not be entitled to nor claim for anticipated profits on work that has been omitted.

- D. To the total of the subcontractor's actual costs and fees allowed herein under, not more than two percent (2%) shall be added for additional bonds, if bonds were required by the Contractor. The compensable percentage for the subcontractor's bonds shall be based on the subcontractor's actual bond costs, as substantiated through documentation formally submitted to the Construction Manager.
- E. The added fixed fees shall be considered to be full compensation, covering the cost of general supervision, overhead, profit, small tools, incidentals and any other general expenses. The above fixed fees represent the maximum limits which will be allowed, and they include, but are not limited, to the subcontractors' indirect field and home office expenses and all other costs for cost proposal preparation, schedule analysis and preparation, operation and maintenance manual documentation, and record documents and change order administration.

9.6.4 Materials On Order at Time of Change Order

If acceptable material is ordered by the subcontractor for the deleted work prior to the date of notification of such deletion by the Construction Manager, and if orders for such material cannot be canceled, the subcontractor will be paid at the actual cost. In such case, the material paid for shall become the property of the City and City will pay for the actual cost of any further handling. If the material is returnable to the vendor, and if the Construction Manager so directs, the material shall be returned and the subcontractor will be paid for the actual costs of charges made by the vendor for returning the material. The actual cost of handling returned material will be paid for by the City.

9.6.5 Disallowed Costs in Change Order and Force Account Work

Disallowed subcontractor costs in Change Orders include, but are not limited to:

- A. Interest cost of any type other than those mandated by statute;
- B. Change Order preparation and review costs;
- C. Meetings related to Change Orders;
- D. Schedule preparation costs;
- E. Submittal preparation costs;
- F. Accounting and Invoicing costs related to Change Orders;
- G. Developing and/or updating as-built drawings.

9.7 Change Orders on Account of Contingencies

With respect to Change Orders which are attributable to the following contingencies, the GMP shall be adjusted (increased or decreased) by the following **"Contingency Costs,"** consisting of the following:

9.7.1 Taxes

With respect to new, increases, or decreases in taxes arising after the date of this Agreement (other than taxes assessed based on the income of CONTRACTOR), the Change Order shall consist of the incremental amount of such new, increased or decreased taxes only.

9.7.2 Permit Fees

With respect to increases or decreases in fees for permits or other governmental certificates or instruments arising after the date of this Agreement, the Change Order shall consist of the incremental amount of such increases or decreases. To the extent this Agreement states that a permit or certificate is not required and CONTRACTOR is later required to procure such permit or certificate, all out-of-pocket costs reasonably associated therewith shall be included in the Change Order

9.8 Change Orders on Account of Excusable Delays

9.8.1 Construction Delay Costs

With respect to Change Orders, which are attributable to Excusable Delays, and subject to the exceptions set forth in Article 9.8.2 below, the GMP shall be increased by the following “Delay Costs”:

- A. Increased allowable labor costs resulting from wage increases paid due to the delay;
- B. Premiums for overtime and extra shifts incurred in accelerating the Work, but only if acceleration is required in advance by CITY;
- C. Additional general conditions costs which would not have been incurred but for the delay (itemized, and not based on a formula allocation);
- D. Demobilization and remobilization costs; and
- E. Additional items of Cost of the Work attributable to the Excusable Delay and which would not have been incurred but for the Excusable Delay.

9.8.2 Exceptions

With respect to the Excusable Delays described in Article 7.4.2, the following exceptions to the cost provisions of Article 9.8.1 above shall apply:

- A. Failure or inability of CITY to make available any or all of the Site in accordance with the requirements of the Schedule is not a compensable delay if such Excusable Delay occurs prior to the commencement of the Construction Work.
- B. Failure or inability of CITY or CONTRACTOR to obtain necessary zoning changes, variances, code changes, permits or approvals from any governmental authority; is not a compensable delay if such Excusable Delay occurs prior to the commencement of the Construction Work.
- C. Changes in Applicable Laws. Additional compensation shall only be paid if the change in Applicable Law is not a change in law of general application (e.g., CAL/OSHA), but is a change in law specifically affecting the Project.

9.9 Change Orders on Account of Differing Site Conditions

If CONTRACTOR encounters conditions described in Article 7.3.3-Excusable Delays, in addition to the increase in the GMP on account of delay costs incurred by CONTRACTOR (as described in Section 9.8.1), the GMP shall also be increased by the additional Cost of the Work attributable to such conditions which would not have been incurred but for such conditions.

9.10 Cost Pricing Data and Access To Records

- A. All cost and pricing data submitted by the Contractor with respect to any change, prospective or executed, or any claim for extra compensation shall be a true, complete, accurate and current representation of actual cost and pricing of the work. The Construction Manager may require a formal certification as to cost and pricing data submitted by the Contractor.
- B. The Construction Manager shall have access to the records of Contractor and Subcontractors as provided in Article 8.18-Audits and Access to Records.

9.11 Time Extensions on Account of Change Orders.

CONTRACTOR shall be entitled to a time extension in connection with any Change Order to the extent its time of performance is extended due to such Change Order. CONTRACTOR shall present to CITY a CPM analysis showing how the Change Order affects the critical path of the Work.

9.12 Force Majeure

There shall be no additional compensation to CONTRACTOR on account of Force Majeure.

ARTICLE 10 - CORRECTION OF WORK

10.1 Correction of Work Prior to Completion

Prior to the date of Final Completion, CONTRACTOR shall correct Work which (a) CITY reasonably rejects as being defective or nonconforming to the requirements of the Contract Documents in a written notice delivered to CONTRACTOR or (b) CONTRACTOR recognizes is defective or nonconforming to the Contract Documents. If other portions of the Work are adversely affected by or are damaged by such defective Work, CONTRACTOR shall also correct, repair or replace such affected or damaged Work, as well as any other property of CITY or others damaged by such defective or nonconforming Work. Prior to the date of Final Completion, the cost of correcting any damaged or defective work shall be paid as a Cost of the Work.

10.2 Correction of Work After Completion

For defects identified by CITY and for which CITY has notified CONTRACTOR within a period of twelve (12) months after the date of Final Completion, or within such longer period as may be provided by special warranties contained in the Contract Documents, CONTRACTOR shall re-execute, correct, repair or replace all Work found to be defective or nonconforming to the Contract Documents (whether arising from a construction defect, error, omission or deficiency). If other portions of the Work are adversely affected by or damaged by such defective Work, CONTRACTOR shall also correct, repair or replace such affected or damaged Work, as well as any other property of CITY or others damaged by such defective or nonconforming Work.

10.3 Acceptance of Nonconforming Work

If CITY prefers to accept Work, which is not in accordance with the requirements of the Contract Documents, CITY may do so instead of requiring its removal and correction, in which case the GMP will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

10.4 No Effect on Limitations

Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations, which CONTRACTOR may have under the Contract Documents.

ARTICLE 11 - INSURANCE AND BONDS; INDEMNIFICATION

11.1 Insurance to be provided by CONTRACTOR

CONTRACTOR shall, at all times, maintain in full force and effect at a minimum the insurance required by this section; and CONTRACTOR shall not allow any subcontractor to commence Work until similar insurance required of the subcontractor has been obtained and filed.

11.2 Evidence of Coverage

CONTRACTOR shall, at all times, maintain in full force and effect at a minimum the insurance required by this section; and CONTRACTOR shall not allow any subcontractor to commence Work until similar insurance required of the subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. CONTRACTOR shall provide ten (10) Days prior written notice to CITY of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

11.3 Qualifying Insurers

With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

11.4 Summary of Insurance Requirements

Commercial General Liability, automobile liability, and worker's compensation insurance shall be maintained as shown in the table below.

Table 1: Summary of Insurance Required

Coverage	Limits
Commercial General Liability Minor Construction Projects	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Comprehensive Automobile Liability For bodily injury (including death) and property damage which provides	Total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles
Statutory Workers' Compensation and Employer's Liability Insurance	Limits of not less than One Million Dollars (\$1,000,000) per occurrence.
Builder's Risk/Course of Construction Insurance	All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the Work performed under this Contract
Professional Liability Submittals prepared by licensed California Engineer	Limit per claim of at least \$2,000,000, and a \$4,000,000 in the aggregate for errors and omissions.

11.4.1 Subcontractors

The minimum amount of insurance coverage for Subcontractors who are NOT Listed Subcontractors in Attachment 3 to the RFP "Statement of Subcontractors" shall be as follows: The bodily injury, personal injury and property damage liability of the Commercial General Liability insurance shall provide coverage in the following limits of liability: \$2,000,000 on account of any one occurrence for bodily injury and property damage, \$2,000,000 personal and advertising injury limit with an annual general aggregate limit of not less than \$4,000,000, and \$2,000,000 products and completed operations aggregate, combined single limit. The Automobile Liability insurance policy shall provide minimum limits of \$1,000,000 per accident as a combined single limit arising out of the ownership, maintenance, or use of any owned or non-owned vehicles. These minimum amounts of insurance coverage do not preclude the Contractor from requiring higher limits or additional insurance coverage as it deems necessary. Furthermore, CONTRACTOR shall require its Subcontractors to agree to be bound to CONTRACTOR and CITY in the same manner and to the same extent as CONTRACTOR is bound to CITY under Section 11.4 and Section 11.5.2 of this Agreement.

11.5 Commercial General Liability.

11.5.1 Coverage or Endorsements

The Commercial General Liability policy shall include coverage or endorsements for:

- A. Completed operations.

- B. Losses related to independent contractors, products and equipment.
- C. Explosion, collapse and underground hazards.

11.5.2 Copies to be Provided

The Commercial General Liability Insurance shall include the following, copies of which shall be provided:

- A. Inclusion of the CITY of Roseville, and its officers, agents, employees and volunteers, as additional insured (except for workers' compensation as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the CITY of Roseville, its officers, agents, employees, and volunteers.
- B. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.
- C. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither CITY nor its insurers will be called upon to contribute to a loss.
- D. Such insurance shall specifically cover the contractual liability of the CONTRACTOR.
- E. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- F. Waiver of subrogation endorsement.
- G. CONTRACTOR shall furnish a certificate for the period covered.

11.5.3 Claims Made Coverage – Special Notice

SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a "claims made" basis. The Certificate of Insurance must clearly provide that the coverage is on an "occurrence" basis.

11.6 Comprehensive Automobile Liability

Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.

11.7 Statutory Workers' Compensation and Employer's Liability Insurance

Statutory Workers' Compensation and Employer's Liability Insurance, including a waiver of subrogation endorsement and a Broad Form "All-States" Endorsement for all employees engaged in services or operations under the Contract. The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence. Both the worker's compensation and employer's liability policies shall contain the Insurer's waiver of subrogation in favor of CITY, its officers, agents, employees, and volunteers.

11.8 Builder's Risk/Course of Construction Insurance

CONTRACTOR shall be responsible for all loss, damage or destruction whatsoever to the Work called for by this Contract until the approval of a Notice of Completion. CONTRACTOR shall secure "All Risk" type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the Work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the Work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name CITY as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with CITY. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

If the project does not involve new or major reconstruction, at the option of CITY, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the CITY's site.

11.9 Contractor's Pollution Liability Insurance

Contractor's Pollution Liability Insurance. The Contractor shall obtain Pollution Liability Insurance. This insurance shall be written in comprehensive form either as a separate policy or as an endorsement to Contractor's general liability coverage and shall cover liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of any Work to be performed under the Agreement, including liability for and defense of lawsuits and regulatory actions. Coverage shall be provided for both Work performed on Site, as well as during the transport of hazardous materials. Coverage shall apply to sudden as well as gradual pollution conditions, including without limitation conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. The liability limits shall be not less than:

- Combined Single Limit for each occurrence: \$2,000,000.
- General Aggregate: \$2,000,000.

If the coverage required is written on a claims-made coverage form:

- The retroactive date must be shown, and this date must be before the award date of the Agreement.
- Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after final payment.
- If coverage is canceled or non-renewed, and not replaced with another claims-made

policy form with a retroactive date prior to the Agreement award date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after Final Payment.

- A copy of the claims reporting requirements must be submitted to the City for review.

11.10 Professional Liability Insurance

All submittals required of the Contractor which are to be prepared by a licensed California engineer shall be prepared only by a licensed engineer who is covered by a professional liability insurance policy issued by a California-admitted carrier or a carrier authorized to do business in California with a Best's rating of A-: VII or better, with an limit per claim of at least \$2,000,000, and a \$4,000,000 in the aggregate for errors and omissions. Such insurance shall be maintained in effect by said engineer at all times while performing Work on the Project and for at least three (3) years after Final Completion of the Project. Contractor shall submit an insurance certificate for such engineer prior to beginning Work for approval by the City.

11.11 Other Insurance Provisions.

- A. The requirements of the Contract Conditions as to types and limits of insurance coverage to be maintained by CONTRACTOR, and any approval of insurance by CITY, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude CITY from taking any other action available to it under any other provision of the Contract or law.
- B. CITY acknowledges that some insurance requirements contained in the Contract Conditions may be fulfilled by self-insurance on the part of CONTRACTOR. However, this shall not in any way limit liabilities assumed by CONTRACTOR under the Contract. Any self-insurance must be approved in writing by CITY, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions ("SIR") must be declared on the certificate of insurance and approved by CITY in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- C. CONTRACTOR agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, CONTRACTOR shall require its subcontractors to agree to be bound to CONTRACTOR and CITY in the same manner and to the same extent as CONTRACTOR is bound to CITY under this Contract. Additionally, CONTRACTOR shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY'S indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, CONTRACTOR may insure subcontractor(s) under its own policy.
- D. CITY, its officers, agents, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any

indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible.

- E. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before the CITY'S own insurance shall be called upon to protect it as a named insured.
- F. In the event CONTRACTOR retains the Architect/Engineer, CONTRACTOR shall require its Architect/Engineer to provide professional liability (errors and omissions) insurance (certificate and additional insured endorsement) in the amount of \$2,000,000.
- G. CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

11.12 Payment, Performance and Warranty Bonds

CONTRACTOR shall furnish and deliver to CITY Performance, Labor & Materials, and Warranty Bonds issued by a surety prior to, and as a condition precedent to, commencement of the Construction Work on the Site; provided, however, the Warranty Bond shall be waived if such bond is not required pursuant to CITY'S request for proposals for the Project. The Labor & Materials and Performance Bonds shall be in a penal sum equal to one hundred percent (100%) of the GMP, and the Warranty Bond shall be in the penal sum equal to ten percent (10%) of the GMP. All bonds shall be in the form as set forth in Exhibit G hereto. All premiums for the Performance, Labor & Materials, and Warranty Bonds shall be a Cost of the Work. CITY shall have the right to withhold any payment(s) under this Agreement until CONTRACTOR has fully complied with this sub-section.

Table 2: Summary of Bonding Requirements

Bond Type	Requirement
Performance	100% of the Total Contract Price
Labor and Materials	100% of the Total Contract Price
Warranty	One year following the date of Final Completion Penal sum equal to ten percent (10%) of the GMP

11.13 Indemnification

To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless, CITY, its officers, employees, agents, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses, expenses or other liabilities of every type and description, including reasonable attorney fees, to which they may be subjected or put, by reason of, or resulting from, the performance of the Work, whether upon or off the Work, including the loss of use thereof, that is caused in whole or in part by willful or reckless misconduct and/or any negligent or wrongful act or omission of CONTRACTOR, any Subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party

indemnified hereunder, except for such claims arising from the sole or active negligence of CITY. The parties intend that this provision shall be broadly construed.

CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

ARTICLE 12 - SAFETY: PROTECTION OF PERSONS AND PROPERTY

12.1 Contractor's Responsibility for Site Safety

It is the intent of the parties that CITY is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted fabrication and construction practices and all applicable Laws and Standards and Codes, CONTRACTOR shall have the authority and be solely and completely responsible for the safety of all property utilized and all persons performing under this Agreement. Moreover, the CONTRACTOR shall be the controlling employer and has the authority and responsibility to enforce safety for all fabrication, construction work, and Work performed under this Agreement.

The services of CITY'S contract administrator, if any, in conducting a review of CONTRACTOR's performance under this Agreement is not intended to include a review of the adequacy of CONTRACTOR's work methods, equipment or safety measures. If CITY and/or its contract administrator observes a safety violation related to the CONTRACTOR's performance under this Agreement, then CITY and/or its contract administrator will report the violation to the CONTRACTOR who is then responsible for assuring the violation is abated.

- A. CONTRACTOR shall be responsible for initiating, maintaining and providing supervision of safety precautions and programs in connection with the Work, and shall also comply with any and all insurance carrier-mandated safety requirements and programs.
- B. CONTRACTOR is hereby informed that work on this Project could be hazardous. CONTRACTOR shall carefully instruct all personnel performing under this Agreement in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property.
- C. All Equipment, Work and materials provided under this Agreement shall be in strict accordance with all applicable Laws and Standards and Codes, and attention is drawn to the requirements of CAL/OSHA.
- D. CONTRACTOR shall perform under this Agreement so as not to expose personnel to, or to discharge into the atmosphere from any materials brought to the Site by CONTRACTOR, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of applicable Laws and Standards and Codes.
- E. The Contractor shall indemnify, defend and hold CITY and Construction Manager, Designer, Funding Agencies and their respective officers, officials, employees, agents and volunteers or other authorized representatives harmless to the full extent permitted by law concerning liability related to the Contractor's safety obligations in accordance with Article 11.14-Indemnification.
- F. If death or serious injuries or serious damages occur, the accident shall be reported immediately by telephone or messenger to both the Construction Manager and the CITY. In addition, the Contractor shall furnish the Construction Manager with a copy of the Employer's Report of

Injury immediately following any incident requiring the filing of said report during the prosecution of the Work under this Agreement. The Contractor shall also furnish the Construction Manager with a copy of the Employer's Report of Injury involving any subcontractors on this Project. The Contractor shall make all reports as are, or may be, required by any authority having jurisdiction, and permit all safety inspections of the Work being performed under this Agreement.

- G. If a claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Construction Manager, giving full details of the claim.

12.2 Safety Program

The Contractor shall establish, implement, and maintain a written injury prevention program as required by Labor Code Section 6401.7. Before beginning the Work, the Contractor shall file with the Construction Manager a written Contractor Safety Program that provides for the implementation of all of the Contractor's safety responsibilities in connection with the Work at the Site and the coordination of that program and its associated procedures and precautions with safety programs, precautions and procedures of each of its subcontractors and other Contractors performing work at the Site. The Contractor shall be solely responsible for initiating, maintaining, monitoring, coordinating, and supervising all safety programs, precautions, and procedures in connection with the Work and for coordinating its programs, precautions, and procedures of the other contractors and subcontractors performing the Work at the Site. The Safety Program should contain all the necessary elements for the Contractor to administer its program on the Site

The Contractor's compliance with requirements for safety and/or the Construction Manager's acceptance for filing of the Contractor's Safety Program shall not relieve or decrease the liability of the Contractor for safety. The Construction Manager's review of the Contractor's Safety Program is only to determine if the above listed elements are included in the program. The Contractor's completion of review of the Safety Program does not confirm adequacy of the Program to protect workers. The Contractor is solely responsible to determine adequacy of the program to protect workers per the applicable Labor Code Section.

12.3 Safety Supervisor

The Contractor shall appoint an employee as safety supervisor who is qualified and authorized to supervise and enforce compliance with the Safety Program. The Contractor shall notify the Construction Manager in writing prior to the commencement of work of the name of the person who will act as the Contractor's safety supervisor and furnish the safety supervisor's resume to the Construction Manager.

The Contractor will, through and with its Safety Supervisor, ensure that all of its employees and its subcontractors of any tier, fully comply with the Project Safety Policies. The Safety Supervisor shall be a full-time employee of the Contractor whose responsibility shall be for supervising compliance with applicable safety requirements on the Site and for developing and implementing safety training classes for all job personnel. The CITY shall have the authority to require removal of the Contractor's Safety Supervisor if the representative is judged to be improperly or inadequately performing the duties; however, this authority shall not in any way affect the Contractor's sole responsibility for performing this work safely, nor shall it impose any obligation upon the CITY to ensure the Contractor performs its work safely.

12.4 Applicable Laws

The Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss and shall erect and maintain all necessary safeguards for such safety and protection.

12.5 Safety Notices

In connection with the performance of the Work, CONTRACTOR shall provide notices and comply with all Applicable Laws bearing on the safety of persons and property and their protection from damage, injury or loss. The Contractor shall notify owners of adjacent property and of underground facilities and utility districts when prosecution of the Work may affect them and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

12.6 Reasonable Precautions

CONTRACTOR shall take all precautions and implement all safety measures and requirements imposed by any Applicable Law. Without limiting the generality of the foregoing, CONTRACTOR shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to:

- A. Employees on the Work and other persons who may be affected thereby;
- B. The Work and materials and equipment to be incorporated therein, whether in storage on or off the Site under care, custody or control of CONTRACTOR; and
- C. Other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Construction Work.

12.7 Specific Precautions

12.7.1 Confined Spaces

The Project requires work in confined spaces and requires compliance with CAL/OSHA and Federal OSHA requirements. Confined spaces for the purposes of this article shall be as defined by the Division of Industrial Safety. Work within confined spaces of this Project is subject to the definitions and applicable provisions of Section 5156 et seq., Title 8, Division 1, Chapter 4, Subchapter 7, Group 16, Article 108 of California Code of Regulations, and Title 29 Part 1926 of the Code of Federal Regulations.

In addition, the CITY classifies the following existing facilities as confined space: the interior of pipelines, vaults, manholes, reservoirs and any other such structure or space which is similarly surrounded by confining surfaces as to permit the accumulation of dangerous gases or vapors. The confined spaces are “permit” confined spaces as defined by OSHA and CAL/OSHA and therefore entry is allowed only through compliance with a confined space entry permit program by the Contractor that meets the requirements of 8 C.C.R. Section 5157. While the above-mentioned locations have been identified as permit confined spaces, other permit confined spaces may exist. It shall be the responsibility of the Contractor to identify and classify these confined spaces.

It is anticipated that the Contractor may encounter hazardous conditions within these permit confined spaces which include, but are not limited to the following:

- A. Exposure to hydrogen sulfide, methane, carbon dioxide and other gases and vapors

commonly found in municipal sewers which could have or has the potential of having Immediate Danger to Life or Health Conditions (IDLH).

- B. Exposure to atmosphere containing insufficient oxygen to support human life.
- C. Exposure to combustible, flammable and/or explosive atmosphere.
- D. Exposure to sewage which may contain bacteriological, chemical and other constituents harmful to humans.
- E. Work in conditions where engulfment or entrapment may occur.
- F. Work in environments which may be slippery and/or have uneven work surfaces.
- G. Work in structures where workers may trip, slip and/or fall several feet.
- H. Exposure to an oxygen enriched environment.

12.7.2 Excavation Safety

- A. Section 6705. In accordance with the provisions of Section 6705 of the Labor Code, the Contractor shall submit, in advance of excavation of any trench or trenches five feet or more in depth, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plans vary from the shoring system standards set forth in the Construction Safety Orders of the Division of Industrial Safety in Title 8, Subchapter 4, Article 6, California Code of Regulations, the plans shall be prepared and signed by a registered civil or structural engineer employed by the Contractor, and all costs therefore shall be included in the price named in the Agreement for completion of the Work as set forth in the Contract Documents. Nothing in this article shall be deemed to allow the use of a shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this article shall be construed to impose a tort liability on the CITY, the Designer, the Construction Manager, nor any of their officers, officials, employees, agents, consultants or volunteers. The CITY'S review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders.

Prior to commencing any excavation, the Contractor shall designate in writing to the Construction Manager the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

- B. Section 6707. Pursuant to the provisions of California Labor Code Section 6707, each Proposal submitted in response to this RFBP shall contain, as a separate cost item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb in trenches and open excavation, exceeding five (5) feet, which shall conform to applicable safety orders. By entering an amount for this cost item below, the Proposer warrants that its action does not convey tort liability to the City, the Designer, the Construction Manager, the Funding Agencies and their respective officers, employees, agents, and subconsultants.

12.7.1 Equipment Safety Provisions

The completed Work shall include the specified permanent safety devices, such as machinery guards and similar safety items, required by the State and Federal (OSHA) industrial authorities and applicable local and national codes. Further, any features of the Work, including CITY-selected equipment, subject to

such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. All equipment furnished shall be grounded and provided guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by safety codes, this shall be provided. Contractors and manufacturers of equipment shall be held responsible for compliance with the requirements included herein. The Contractor shall notify all equipment suppliers and subcontractors of the provisions of this paragraph.

12.7.1 Use of Explosives

Use of explosives is prohibited, unless approved in advance in writing by CITY. CITY may impose reasonable conditions on the use of explosives.

12.7.1 Loading Capacity

The Contractor shall determine safe loading capacities and shall not overload any structure, building, pipe or other existing facility beyond its safe capacity during construction. In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin and protect as may be necessary all foundations and other parts of all existing structures, facilities and improvements on the Site or adjacent to the Site which are in any way affected by the Contractor's excavations or other operations connected with the Work. Prior to commencing any work which in any way affects adjoining or adjacent land or buildings thereon, or public utilities, the Contractor shall notify the Construction Manager to discuss responsibilities for properly notifying the owners/occupants of adjacent land and the protective measures taken by the Contractor. Upon request of the Construction Manager, the Contractor shall meet with the recipient of any notice or attend local public meetings as proper public outreach on local impacts caused by completion of the Work should be communicated to any parties that may be affected prior to commencing any work.

12.8 Safety Violations

Should the Contractor fail to correct an unsafe condition, the CITY shall have the right to notify the Contractor through the Construction Manager that an unsafe condition may exist and must be corrected or the Work in question can be stopped in accordance with Article 4.6, CITY's Right to Stop the Work, until the condition is corrected to the satisfaction of the CITY. No extension of time or additional compensation will be granted as a result of any stop order so issued. The notification and suspension of such Work or the failure to provide such notification and suspension by the CITY shall not relieve the Contractor of its sole responsibility and liability for safety and the correction of any unsafe conditions.

The CITY shall have the authority to require the removal from the Project of any worker and the foreman and/or superintendent in responsible charge of the work where safety violations occur. The CITY also delegates such authority to the Construction Manager as well.

12.9 Public Safety and Convenience

The Contractor shall conduct its work so as to ensure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the Work and to ensure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Construction Manager and the written approval by the proper governmental authority. Fire hydrants on or adjacent to the Work shall be accessible to firefighting equipment. Temporary provisions shall be made by the Contractor to ensure the use of sidewalks, private and public driveways and proper functioning of gutters, sewer inlets, drainage ditches and culverts, irrigation ditches and natural water courses.

12.10 Emergencies

In an emergency affecting the safety of persons or property, CONTRACTOR shall act, at CONTRACTOR's discretion, to prevent threatened damage, injury or loss. Additional costs or extensions of time caused by CONTRACTOR on account of an emergency not caused by the fault or neglect of CONTRACTOR shall be determined as provided in Article 9.8-Change Orders on Account of Excusable Delay.

12.11 Safeguards

CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying CITY and users of adjacent sites and utilities, and shall comply fully with the requirements of CAL/OSHA.

12.12 Security

CONTRACTOR shall take any and all precautions that may be reasonably necessary to render all portions of the Work, the Site and any adjacent areas affected by the Work secure in all material respects, to decrease the likelihood of accidents, and to avoid vandalism and other contingencies which are liable to delay the Work or give rise to claims or liabilities. CONTRACTOR shall furnish and install all necessary facilities to provide safe means of access to all points where Work is being performed. CONTRACTOR shall take all precautions and measures as may be reasonably necessary to secure the Project at all hours, including evenings, holidays and non-work hours. Such precautions may include provision of security guards.

12.13 Damage to Property at the Site

CONTRACTOR shall be responsible for any and all damage or loss to property at the Site, except to the extent caused by the acts or omissions of CITY or its representatives, agents or employees. The costs and expenses incurred by CONTRACTOR under this Article shall be paid as a Cost of the Work to the extent that such costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductibles. If such damage or loss is caused by CONTRACTOR, payment of such costs as Cost of the Work shall be limited by the provisions of Article 2.19.4 hereof.

12.14 Damage to Property of Others

- A. CONTRACTOR shall avoid damage, as a result of CONTRACTOR's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate Contractors and the property of CITY. CONTRACTOR shall repair any such damage caused by the operations of CONTRACTOR, which costs shall be paid as a Cost of the Work to the extent that such costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductible.
- B. Failure of CONTRACTOR to Repair Damage. If CONTRACTOR fails to commence the repair of damage to property as set forth in this Article, and/or diligently pursue such repair, then CITY, after ten (10) Days prior written notice to CONTRACTOR (provided CONTRACTOR has not commenced such repair during such ten (10) Day period), may elect to repair such damages with its own forces and to deduct from payments due or to become due to CONTRACTOR amounts paid or incurred by CITY in correcting such damage.

12.15 Remedy of Damage

CONTRACTOR shall promptly remedy damage and loss to property referred to in Article 12.14-Damage to Property of Others (items B and C) caused in whole or in part by CONTRACTOR, or anyone employed by or in control of CONTRACTOR, or any Subcontractor. All costs incurred by CONTRACTOR in connection with its obligations under this Section shall be cost of the Work, but shall not increase the GMP.

ARTICLE 13 - DISPUTES

13.1 Disputes between CITY and CONTRACTOR

In the event of any dispute arising between CITY and CONTRACTOR regarding any part of the Contract or the Contract Documents, or the Parties' obligations or performance thereunder, and subject to any claims presentation requirements set forth in the Contract Documents, either Party may institute the dispute resolution procedures set forth herein. The Parties shall continue performance of their respective obligation hereunder notwithstanding the existence of a dispute.

13.2 Dispute Resolution Procedures

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 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 and will be handled in accordance with the procedures set forth in Section 9204 of the Public Contract Code.

ARTICLE 14 - EVENTS OF DEFAULT AND REMEDIES; TERMINATION

14.1 CONTRACTOR Events of Default

The following shall be considered "CONTRACTOR Events of Default":

- A. If CONTRACTOR fails or neglects to carry out the Work in accordance with the provisions of the Contract Documents, and fails, after seven (7) Days' notice from CITY, to commence a cure to correct such failure or neglect and thereafter diligently pursue such cure to completion;
- B. If CONTRACTOR materially breaches this Agreement and fails, after seven (7) Days' notice from CITY, to commence a cure to correct such breach and thereafter diligently pursue such cure to completion (such breach to include, but not be limited to, failure to make payment to Subcontractors for materials or labor in accordance with the respective agreements between CONTRACTOR and the Subcontractors or violation of Applicable Laws);
- C. If a custodian, trustee or receiver is appointed for CONTRACTOR, or if CONTRACTOR becomes insolvent or bankrupt, is generally not paying its debts as they become due or makes an assignment for the benefit of creditors, or CONTRACTOR causes or suffers an order for relief to be entered with respect to it under applicable bankruptcy law or applies for or consents to the appointment of a custodian, trustee or receiver for CONTRACTOR, or bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings

for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against CONTRACTOR, and in any of the foregoing cases such action is not discharged or terminated within sixty (60) Days of its institution.

14.2 Remedies of CITY upon a CONTRACTOR Event of Default.

14.2.1 Termination of Contract

Upon the occurrence of a CONTRACTOR Event of Default, CITY shall have the right to terminate this Contract upon an additional seven (7) Days written notice to CONTRACTOR, provided that CONTRACTOR has not commenced a cure within such seven (7) Day period.

14.2.2 Without prejudice to any other rights or remedies of CITY, CITY may:

- A. Take possession of the Site and of all materials, equipment, tools and construction equipment thereon owned by CONTRACTOR;
- B. Accept assignment of Subcontracts; and
- C. Finish the work by whatever reasonable method CITY may deem expedient.
- D. When CITY terminates the Contract as aforesaid, CONTRACTOR shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the GMP exceeds costs incurred in finishing the Work, such excess shall be paid to CONTRACTOR, up to the amount due CONTRACTOR for work performed prior to termination. If such costs exceed the unpaid balance of the GMP, CONTRACTOR shall pay the difference to CITY.

14.3 Recourse to Payment and Performance Bonds

Upon the occurrence of a CONTRACTOR Event of Default and termination of this Contract by CITY, CITY may call upon the Surety to perform its/their obligations under the Payment and Performance Bonds, if applicable.

14.4 Remedies not Exclusive

Except as otherwise provided in this Agreement, no remedy hereunder is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other available legal or equitable remedy, existing now or hereafter. No delay or omission to exercise any right or power accruing shall impair any such right or power nor shall it be construed to be a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time as often as may be deemed expedient.

14.5 Termination or Suspension for Convenience.

14.5.1 Termination for Convenience.

CITY may, without cause, terminate this Contract, or any portion of Work to be performed hereunder at any time by a notice in writing from CITY to CONTRACTOR for CITY'S convenience. In such case, CITY shall pay to CONTRACTOR all funds due CONTRACTOR for work performed up to the date of termination, plus all demobilization and close-out costs, including, but not limited to, any amounts payable to Subcontractors for early termination, plus reasonable overhead and profit on Work performed. All funds due hereunder, including unpaid Retention, shall be released within thirty (30) Days of

termination of the Contract for convenience, subject to any withholding required or authorized by any Applicable Law. In no event shall such amounts owed to CONTRACTOR exceed the GMP.

14.5.2 Suspension for Convenience

CITY may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as CITY may determine. An adjustment shall be made for increases in the cost of performance of the Work, including Fee on the increased cost of performance, caused by the suspension, delay or interruption, in accordance with the Change Order provisions of this Contract. No adjustment shall be made to the extent (1) the performance is, was or would have been so suspended, delayed or interrupted by another cause for which CONTRACTOR is responsible or (2) that an equitable adjustment to the GMP and/or Schedule is made or denied under another provision of this Contract. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage Fee.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 Governing Law

This Contract shall be construed with and governed by the laws of the State of California.

15.2 Successors and Assigns

CITY and CONTRACTOR respectively bind themselves, their partners, shareholders, successors, assigns and legal representatives to the other Party hereto and to shareholders, successors, assigns and legal representatives of such other Party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither Party shall assign the Contract without the prior written consent of the other.

15.3 Notice

Any notices to Parties required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

If to CITY:	If to CONTRACTOR:
City of Roseville c/o Rana Moore P.E Associate Engineer Environmental Utilities – Technical Services 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 RCMoore@roseville.ca.us (916) 223-2867	Moey, Inc. c/o Christa Jagnanan 232 3rd Street, #E301 Brooklyn, NY christa@moeyinc.com (718) 237-1496

Address for Notice may be changed by Notice to the other Party.

15.4 Modifications

No Modifications or Change Orders shall be valid unless in writing and signed by CITY and CONTRACTOR.

15.5 Interpretation

Any and all headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Agreement. Where reference is made in this Agreement to another Contract Document, the reference refers to that provision as amended or supplemented by the other provisions of the Contract Documents. In the event of any conflict between or among the Contract Documents, the provisions of this Agreement shall govern.

15.6 Severability

If any provision of this Agreement is held to be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such holding shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case, or of rendering any other provision herein contained inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof, and they shall otherwise remain in full force and effect.

15.7 Whole Agreement

This Agreement, the Exhibits hereto and the Contract Documents, specifications and Drawings shall constitute the entire agreement between the Parties, and no inducements, considerations, promises or other references shall be implied in this Agreement that are not expressly addressed herein

15.8 Accounting Records

CONTRACTOR shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be reasonably satisfactory to CITY. CITY and CITY'S accountants shall be afforded access to CONTRACTOR's records, books, correspondence, instructions, drawings, receipts, Subcontracts, vouchers, memoranda and other data relating to this Agreement, and CONTRACTOR shall preserve these for a period of three (3) years after final payment, or for such longer period as may be required by law.

15.9 No Waiver

Neither the inspection by CITY or its agents, nor any order or certificate for payment of money, nor payment for, nor acceptance of the whole or any part of the work by CITY, nor any extensions of time, nor any position taken by CITY or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to CITY or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach.

15.10 CONTRACTOR Shall Assume Risks

Until the Final Completion or acceptance by CITY of all Work under this Contract, the Work shall be under CONTRACTOR's responsible care and charge. CONTRACTOR shall rebuild, repair, restore and make good all injuries, damages, corrections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work, except as otherwise stipulated.

15.11 General Liability of CONTRACTOR

Except as otherwise herein expressly stipulated, CONTRACTOR shall perform all the work and furnish all the labor, materials, tools power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner within the time herein specified. The mention of any specific duty or liability of CONTRACTOR shall not be construed as a limitation or restriction of any general liability or duty of CONTRACTOR and, any reference to any specific duty or liability shall be construed to be the purpose of explanation.

15.12 Attorney's Fees and Venue

If either Party commences any legal action against the other Party arising out of this Agreement or the performance thereof, the prevailing Party 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. To the extent permitted by applicable law, each Party waives any defense that it may have based on lack of *in personam* jurisdiction or *forum nonconveniens*.

15.13 Third Party Beneficiaries

There are no third party beneficiaries to this Agreement.

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 CONTRACTOR has caused this Agreement to be executed.

CITY OF ROSEVILLE,

a municipal corporation:

BY: _____

DOMINICK CASEY

City Manager

ATTEST:

BY: _____

CARMEN AVALOS

City Clerk

APPROVED AS TO FORM:

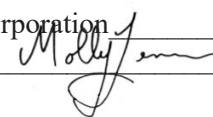
BY: _____

MICHELLE SHEIDENBERGER

City Attorney

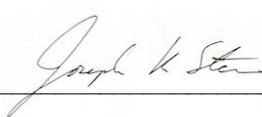
____ Moey Inc. _____,

a ____ S Corporation _____:

BY:  _____

its: ____ President _____

and

BY:  _____

its: ____ Vice President/Secretary _____

APPROVED AS TO SUBSTANCE:

BY: 
RICHARD D. PLECKER
Environmental Utilities Director

ARTICLE 16 - LIST OF EXHIBITS

Exhibit A	Assembly Bill 626
Exhibit B	Contractor's Proposal
Exhibit C	Guaranteed Maximum Price, Cost of Work, and Fee
Exhibit D	Construction Allowance Items and Amounts
Exhibit E	Hazardous Materials
Exhibit F	In Lieu of Securities Escrow Agreement
Exhibit G	Bond Forms; Performance, Labor & Materials, and Warranty Bonds Note: Warranty Bond requirement may be waived at the option of CITY.
Exhibit H	Completion Times and Liquidated Damages
Exhibit I	Request for Proposals
Exhibit J	Content Manual
Exhibit K	Design Book
Exhibit L	Graphics Package
Exhibit M	Components Lists
Exhibit N	Cutsheets

EXHIBIT A - ASSEMBLY BILL NO. 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of \$375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read: 9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal

Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful,

the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020,

and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SEC. 2. The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SEC. 3. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7(commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

END OF EXHIBIT A

EXHIBIT B - CONTRACTOR'S PROPOSAL

SCOPE OF WORK from CONTRACTOR'S PROPOSAL

The following sections from Contractor's Part 1-Technical Proposal and Part 2-Cost Proposal are included here as Scope of Work

Tab A – General Information

Tab B – Firm's Qualifications

Tab C – Experience and References

Tab D – Audio, Audiovisual, and/or Multimedia

Tab E – Project Understanding

Tab F – Contractor's Project Approach and Plan

Tab G – Required Statements/Documents

Tab H – Exceptions

Tab I – Competency of Proposers

Signed Addendae

Tab J - Revised Cost Proposal

City of Roseville Environmental Utilities

RFP#08-106

Utility Exploration Center Exhibit

Fabrication and Installation

Revised Technical Proposal

December 19, 2022



moey

232 3rd Street, #E301
Brooklyn, NY 11215
(718) 237-1496
www.moeyinc.com
studio@moeyinc.com
contact: Molly Lenore

Moey is proud to be a certified Woman Owned Business

November 14, 2022

Dear City of Roseville:

Moey Inc. is extremely excited about collaborating on the fabrication and installation of exhibits at the Roseville Utility Exploration Center. For more than twenty years, Moey has created world-class exhibits and experiences in a diversity of settings. We work with museums, nature centers, science centers, state parks, the National Park Service, and educational institutions. We would love to help bring the new exhibits at the Roseville Utility Exploration Center to life.

Moey is one of the world's premier ideation, design, AV, and fabrication companies. Our diverse staff includes content developers, designers, software programmers, AV technicians, fabricators, artists, and more. And we work closely together in a design studio and fabrication shop in Gowanus, Brooklyn. We are passionate about what we do, and about the institutions, missions, and audiences we serve.

Moey brings experience on projects in the state of California. These include completed work for Storyland and the Fresno Zoo, as well as current conversations with the Modesto Children's Museum and the Morro Bay State Park Museum of Natural History.

Attached please find our response to the City of Roseville California RFP #08-106, Utility Exploration Center Exhibit Fabrication and Installation. Moey will perform the services and adhere to the requirements described in the RFP. For further information regarding this proposal, please contact me, Molly Lenore, President of Moey Inc: (646) 246-6845; molly@moeyinc.com.

Our team will bring vision, expertise, passion and dedication to this project. We look forward to working with you on outstanding experiences for the visitors of the Roseville Utility Exploration Center!

Sincerely,

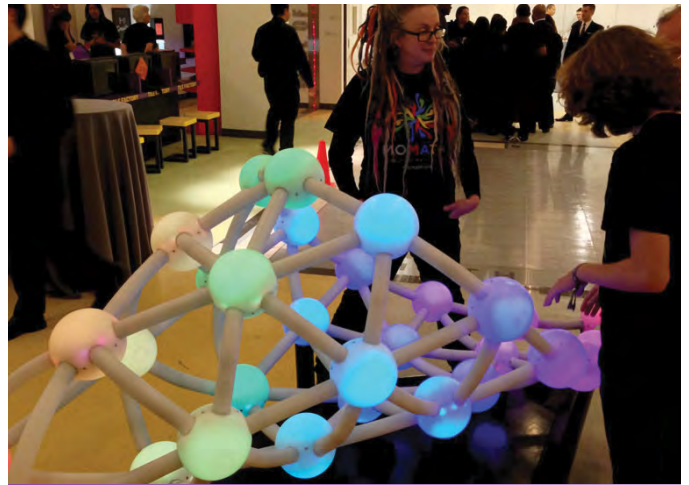
A handwritten signature in black ink, appearing to read 'Molly Lenore', with a stylized, flowing script.

Molly Lenore

WELCOME TO MOEY



Connected Worlds over 100' of interactive space
NY Hall of Science



Harmony of Spheres interactive sculpture
MoMath



Global Network Operations Center
AT&T



Interactive Johnnie Walker Whiskey Tasting Table
Diageo



Interactive Garden motion and proximity controlled
Moey Inc



Game of Thrones archery interactive
HBO

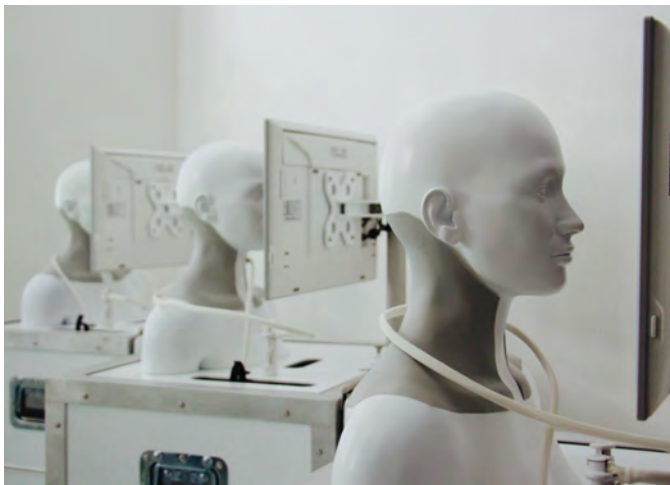
WELCOME TO MOEY



ePod Emergency Response Pod
Google



World's Largest World Cup Scoreboard
Audi



Sensor Based Bust *medical training device*
Ipsen Group



Interactive Cave
John Boyd Thacher State Park Visitor Center



Big Mouth *interactive sculpture*
Moey Inc



Future X Emulator Visualization Lab
Nokia-Bell Labs

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TAB A: GENERAL INFORMATION

Moey is one of the world's premier ideation, design, AV, fabrication and new technology companies and we are passionate about storytelling, science, nature, education and technology. Moey Inc. co-founders Molly Lenore and Joey Stein first collaborated at New York's American Museum of Natural History where they created interactive spaces and large-scale interactive sculptures. Their work was integral in evolving the world-class museum into an immersive multimedia environment.

Their drive to push the limits of technology, and to further improve and inform visitor and user experience, led to the founding of Moey, Inc. in 2003. Moey, Inc. has been in continuous operation providing exhibit design, technology, and fabrication services for nearly 20 years.

In that time, Moey Inc. has created innovative, dynamic and meaningful technology-based exhibits across the country and beyond-for planetariums, science centers, children's museums, artists, scientists and corporate clients. Additionally, Moey has designed and built numerous exhibits at visitor and nature centers for clients including New York State Parks and the National Park Service.

We provide the following services:

- Exhibition, Graphic, and Interaction Design
- Content Development and Writing
- Photo Editing and Licensing
- Project Management
- Full Fabrication capabilities
- AV Integration
- 3D Rendering and Visualizations
- Complete Video and Editing capabilities
- Rapid Prototyping, 3D Printing, Laser Cutting
- Software and Application Development
- Technology/Interactive/Media Design and Production
- Animation and Special Effects
- Systems Design & Engineering
- Custom Hardware and Electronic Development

Moey, Inc. is proud to be a certified women-owned and LGBTQ-owned business. Moey, Inc. is a corporation in good standing under the laws of New York State.

TAB A: GENERAL INFORMATION

Awards

2022 Green Good Design Global Sustainability Award - Lake Minnewaska Visitor Center

2022 NAI Interpretive Media Awards - Lake Minnewaska Visitor Center

2015 Clio Awards - Audi World Cup Scoreboard

2015 The One Show - Print & Outdoor - Audi World Cup Scoreboard

2008 The European Centre Good Design Awards - AT&T Global Network Operations Center

Moey's in-house team of engineers and fabricators

Moey handles most exhibit fabrication in-house. Our team of carpenters, engineers, model-makers, painters and metalworkers is well equipped to build top notch exhibits. We partner with Coloredge for museum-quality graphics output.

Moey staff includes the following in-house teams:

Exhibit design/detailing: 5 people

AV integration: 2 people

Software development: 2 people

Interactive design: 2 people

Model Makers: 2 people

Engineering: 2 people

Fabrication: 7 people

Content Development: 1 person

Facilities

Audiovisual Technical Services: 1000 sq ft

Equipment: AV Benches for the development and testing of AV equipment

Electrical Technical Services, Lighting Technical Services: 500 sq ft

Electrical Benches for the development and testing of AC/DC wiring, circuitry, etc.

Exhibit Design/Detailing, Graphic Design, 3D Printing: 1175 sq ft

6 computer work stations with Adobe Creative Cloud, Rhino, Fusion360, AutoCAD and a variety of specialized CAD, CAM, design, media software; 3D Printers

Exhibit Fabrication and Cabinetry Work, Sculpted figures and casting, Model Fabrication, Shipping and Installation, Shop set-up area, Custom artwork creation, Artifact mounting: 3420 sq ft

Full fabrication shop for all types of exhibit fabrication. Equipment includes: CNC,

TAB A: GENERAL INFORMATION

Laser Cutter, Panel Saw, Table Saw, Horizontal Band Saw, Wide Belt Drum Sander, Miter Saw, Edge Sander, Router Table, Spray Booth, Drill Press, Planer, Jointer

Metalworking, welding and finishing: 470 sq ft

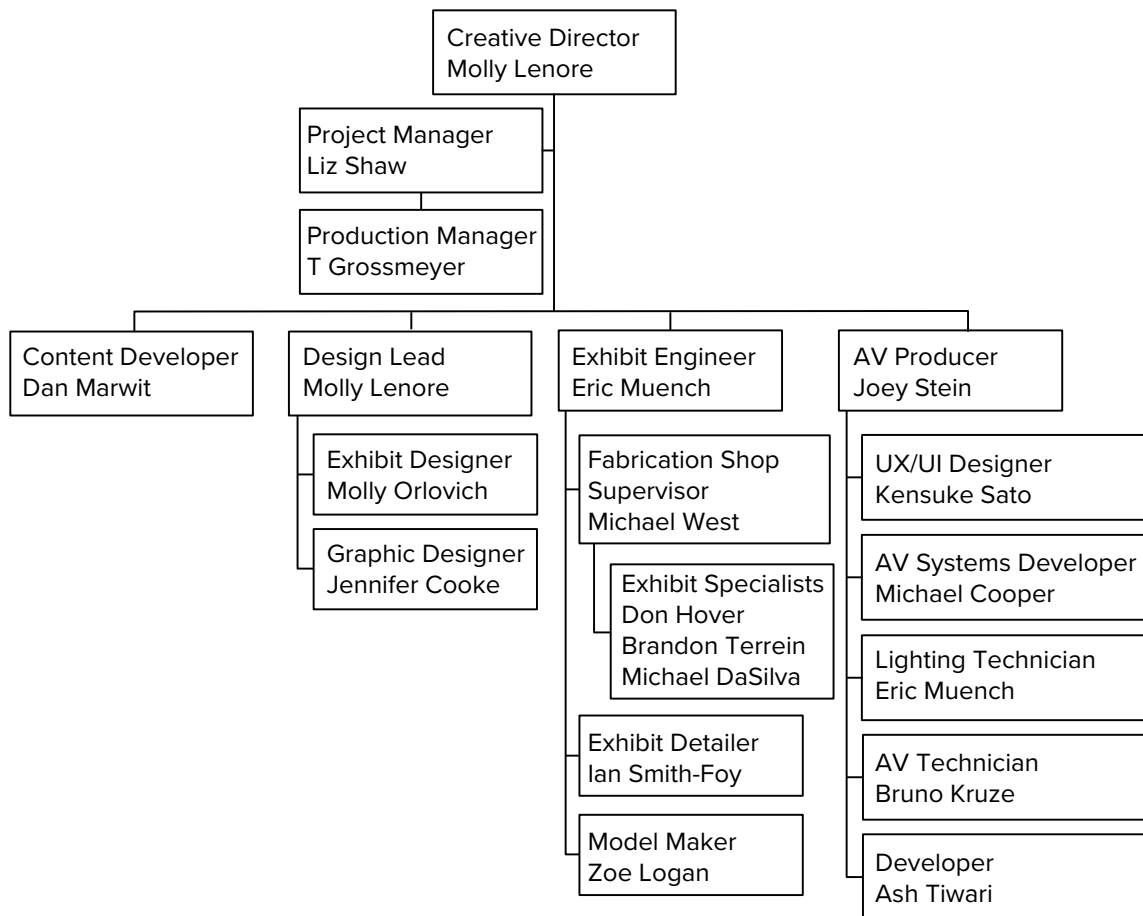
Full metal shop with complete fabrication capabilities. Equipment includes: Tig Welder 1, Tig Welder 2, Mig Welder 1, Mig Welder 2, Horizontal Miter Head Band Saw, Cold Saw, Vertical Belt Sander, Disk Sander, Fixturing Table, Oxy/Acetylene Torch, Drill Press, Magnetic Drill Press

Moey Shop

The fact that Moey is based in Brooklyn, NY, limits the footprint of our shop, but we are extremely efficient, smart, and use every inch of our facilities in the most efficient way possible. We have a modular setup that allows us to reconfigure equipment as needed for each stage of production. Our space can be divided into seven isolated zones to ensure there is no risk of one process disrupting other processes or finished goods.

We are excited to share that Moey recently purchased a building that will add 30,000 square feet to our footprint. This new space is currently undergoing renovation to become a dedicated fabrication and staging facility.

TAB B: FIRM QUALIFICATIONS



TAB B: FIRM QUALIFICATIONS - KEY PERSONNEL

Creative Director - Molly Lenore

Responsible for overall project design, narrative development, and execution. Founded Moey in 2003.

AV Producer - Joseph Stein

Oversees design and development of all exhibit media and technology, including audiovisual network. Founded Moey in 2003.

Project Manager - Liz Shaw

Responsible for managing communication with client and stakeholders, defining project requirements, and overseeing deliverables and project schedule. Joined Moey in 2015.

Exhibit Designer - Molly Orlovich

Creates exhibit sketches, renders, and elevations at each stage of the design process. Joined Moey in 2016.

Graphic Designer - Jennifer Cooke

Makes design updates, prepares files for printing, and oversees art acquisition and custom illustration. Joined Moey in 2007.

Content Developer - Dan Marwit

Leads stakeholder interviews and workshops, researches content, develops exhibit narrative and copy for digital and physical elements. Joined Moey in 2018.

Exhibit Engineer - Eric Muench

Oversees all exhibit fabrication and development of construction documents. Joined Moey in 2012.

Exhibit Detailer - Ian Smith-Foy

Develops construction drawings in conjunction with Exhibit Designer and Exhibit Engineer. Joined Moey in 2018.

Production Coordinator - T Grossmeyer

Liaison between design team and fabrication team. Coordinates projects to make sure everything stays on track. Joined Moey in 2018.

TAB B: FIRM QUALIFICATIONS - KEY PERSONNEL

Interaction Engineer - Bruno Kruze

Designs and develops technology experiences. Joined Moey in 2022.

Creative Developer - Ash Tiwari

Develops games and experiences for touchscreen and physical interactives. Joined Moey in 2021.

UX/UI Designer - Kensuke Sato

Develops storyboards, wireframes and user interface designs for digital and interactive media. Joined Moey in 2018.

Systems Architect - Michael Cooper

Designs and implements system architecture for software and hardware projects. Joined Moey in 2015.

Fabrication Shop Supervisor - Michael West

Oversees fabrication team to ensure that all project needs are met on time and on budget. Joined Moey in 2020.

Model Maker/Sculptor - Zoe Logan

Designs and builds models of natural history subjects in a variety of custom fabrications. Fabricates and installs all exhibit elements. Joined Moey in 2020.

Shop Technician - Don Hover

Fabricates and installs all exhibit elements. Joined Moey in 2020.

Graphics printing - Coloredge

Subcontractor who specializes in high end graphics printing for exhibit environments. Worked with Moey since 2005.

TAB B: FIRM QUALIFICATIONS - SUBCONTRACTOR

Graphic Shop Supervisor **ColorEdge** (*subcontractor*)

Moey, Inc. uses ColorEdge as our graphic production partner for output of museum-quality graphics. They are the approved graphics vendor for the American Museum of Natural History and numerous other world-class institutions.

ColorEdge is the largest provider of visual marketing solutions for premier brands and retailers. Ranked #1 among “2017’s Top Shops” by Wide Format Imaging magazine, ColorEdge uses the most advanced manufacturing technologies and production processes to create high-impact visual spaces for retailers, museums, events, arenas and corporate environments. In addition to large format imaging and digital display solutions, ColorEdge provides end-to-end, full-service creative services including graphic design, pre-media, studio photography, CGI/3D imaging, creative retouching, package prototyping, and digital asset management.

The ColorEdge story, one of excellence and lasting commitment, began in the 1970s, when ColorEdge excelled as a top tier photo processor. Over the next 20 years, they grew to become a powerhouse in visual imaging, serving not just the world’s top luxury brands, but also some of the most discriminating artists, like Annie Leibovitz. With locations in New York City, Atlanta, Los Angeles and New Jersey, ColorEdge is always up to the task, creatively and logistically.

Our key contact at ColorEdge is Michael Morabito, National Manager of Prepress.

TAB C: LAKE MINNEWASKA VISITOR CENTER



PROJECT DETAILS

Location: Kerhonkson, NY

Size: 1500 square feet

Client: Open Space Institute, Peter Karis (845) 489-5401

Completion Date: October 8, 2020

Original Budget: \$450,000

Final Cost: \$700,000

Moey's work on the Lake Minnewaska Visitor Center began while Open Space Institute was early in their fundraising process for the project. New exhibits were added to the scope as funds became available. None of the original line items exceeded their original budget.

Key personnel:

In-house:

Exhibit Designers: Molly Lenore, Molly Orlovich

Audio Visual Systems Developer: Joseph Stein

Engineer: Eric Muench

TAB C: LAKE MINNEWASKA VISITOR CENTER

Content Developer: Dan Marwit

Graphic Designer: Jen Cooke

Exhibit Detailer: Ian Smith-Foy

Audio Visual Producer: Kensuke Sato

Fabrication Shop Supervisor: Michael West

Exhibit Specialist (Fabrication): T Grossmeyer

Audio Visual Technician: Michael Cooper

Model-maker/Sculptor: Zoe Logan

Project Manager: Liz Shaw

Subcontracted:

Illustrator: Zachary Snyder

Graphics Printing: ColorEdge, iZone

Graphics Shop Supervisor: Michael Morabito

Exhibit Specialist (Graphics): Tim Kar

PROJECT NARRATIVE

Lake Minnewaska is the centerpiece “sky lake” of the 24,000-acre Minnewaska State Park Preserve, one of New York’s premier parks. Minnewaska’s “preserve” designation entrusts the park to protect the area’s globally unique ecology and nationally recognized human history. The visitor center engages people in discovering interests in these topics and venturing into the park prepared to safely pursue them. Exhibits include a wide variety of engagement types that feature integrated ADA solutions and opportunities for younger and older visitors to explore interests together, all of which is tightly packed into a 1,500sf footprint. Moey designed, built, transported, and installed the exhibit almost entirely with in-house staff.

PRODUCTION INCLUDED

- ADA-compliant circulation and physical builds
- Diversity of tactile elements, including natural specimens and historic artifacts
- Highly robust 3D modeling, including of the park topography, an oversized moth, and a before-and after-fire pine cone
- High number of custom mechanical interactives, including several packed into a unit with pull-out drawers that is itself mechanically interactive
- Several electronic interactives, ranging from push-button audio elements to dynamic touchscreens exploring ecological communities and trail orientation
- Management of subcontractors for illustrations in print graphics, model fabrication and 3D printing

TAB C: LAKE MINNEWASKA VISITOR CENTER



Ecosystems wall and reader rail



Topographic map table with kiosk interactives

TAB C: LAKE MINNEWASKA VISITOR CENTER



Conservation wall and reader rail



Young Explorers table with mechanical interactives on tabletop and in pullout drawers

TAB C: JONES BEACH ENERGY AND NATURE CENTER



PROJECT DETAILS

Location: Wantagh, NY

Size: Building Interior: 11,500 sq ft; Exterior Porches 6,000 sq ft; Gardens 33,000 sq ft

Client: New York State Office of Parks, Recreation, and Historic Preservation, Matthew Davidson, (518) 474-0440

Substantial Completion Date: September 24, 2020. The vast majority of exhibits were installed by this date. Three exhibits required custom-designed and fabricated aquariums. Moey worked with JBENC staff to engineer these items to the center's specifications, and fabricated them for install in August 2021.

Original Budget: \$4,225,000

Final Cost: \$4,400,000

A \$175,000 contingency was used to add additional models, graphics, and interactives to the exhibits beyond what was included in the original scope. None of the original line items exceeded their original budget.

TAB C: JONES BEACH ENERGY AND NATURE CENTER

Key personnel:

In-house:

Exhibit Designers: Molly Lenore, Molly Orlovich

Audio Visual Systems Developer: Joseph Stein

Engineer: Eric Muench

Exhibit Detailer: Ian Smith-Foy

Fabrication Shop Supervisor: Michael West

Exhibit Specialist (Fabrication): T Grossmeyer

Audio Visual Technician: Michael Cooper

Model-maker/Sculptor: Zoe Logan

Project Manager: Liz Shaw

Subcontracted:

Architect: Sarah Tuttle, AJA

Architecture

Graphic Designer: Travis DeMello

Graphics Shop Supervisor:

Michael Morabito, ColorEdge

Exhibit Specialist (Graphics):

Michael Morabito, ColorEdge

Model-maker/sculptor:

Rebecca Meah, David McCornack

PROJECT NARRATIVE

The Jones Beach Energy and Nature Center is located at Jones Beach State Park, a barrier island park on Long Island, NY with more than 6 Million visitors per year. The Center links the natural beauty of Jones Beach with the state's efforts in forging a renewable energy future. Its interpretive opportunities cover 53,500 sf of indoor and outdoor spaces that include exhibits, interpretive walking paths, gardens, and a content-based playground. Moey fabricated and installed components across all Center environments and ensured their ADA-compliance, including in creating raised park maps on waysides for tactile legibility. The components ranged from finely detailed scale models to aquariums, large, climbable sculptures, and outdoor interactives. Much of this work required the consideration of humidity, wind, sand and other challenging weather conditions, and all of it involved coordination with architects, landscape architects, and contractors including in the configuration of infrastructure for power, data, plumbing, and animal care.

PRODUCTION INCLUDED

- Coordination with building architecture firm, landscape architecture firm, and general contractor
- Specification of power, data, and plumbing runs to all exhibit locations
- Configuration of mechanical rooms to support AV and animal care
- Precise placement of exterior exhibits, including a human sundial and oversized compass rose
- Stonework fabrication of large and finely detailed elements, including full scale whale skeleton, natural textures wall, and pathway of footprint impressions
- Outdoor interactives, including play-based solar-powered elements
- Immersive interactives, including a wind tunnel

TAB C: JONES BEACH ENERGY AND NATURE CENTER

- Extensive tactile elements, including in outdoor wayfinding
- Several finely detailed scale models, including of an energy-efficient home, the barrier island dune and marsh system, and of the Energy and Nature Center itself
- Exhibit fabrication, including graphics, AV, and kids' exploration equipment
- Supervision of large fiberglass elements, including whale and seal sculptures
- Supervision of aquarium installations



Exterior signage with braille and other tactile elements is placed throughout the garden

TAB C: JONES BEACH ENERGY AND NATURE CENTER



Exhibit view with wave motion interactive, kids activities table, and models of sea life



Walk-in model of energy efficient home construction, built to local building code

TAB C: ENERGY LAB MOBILE EXPERIENCE CENTER



PROJECT DETAILS

Location: Travels across the country

Size: 1300 square feet, housed inside a tractor-trailer

Client: Cyril Keating, RedPeg Marketing Executive Vice President, 571-385-6100

Completion Date: September 30, 2010

Final Cost: \$750,000

Key personnel:

In-house:

Exhibit Designer: Molly Lenore

Audio Visual Systems Developer: Joseph Stein

Engineers: Rory Nugent, Glen Duncan

Graphic Designer: Molly Lenore

Fabrication Shop Supervisor: Eric Muench

Audio Visual Technician: Michael Cooper

TAB C: ENERGY LAB MOBILE EXPERIENCE CENTER

PROJECT NARRATIVE

Energy Lab is a high tech inspirational set of experiences designed to challenge and awaken the next generation to the critical issues of electricity generation and the enormous potential from renewable sources. Moey was responsible for all exhibit design, media and technology, including software, hardware, animation, graphics, fabrication, audio, user testing and installation. The exhibit consists of four sections: Earth, Wind, Fire, and Water. Each teaches a different lesson about our energy use and delivers an important conservation message through Moey-designed custom interactives. Geared towards high school students, the Energy Lab travels the country in an 18 wheeler, making stops at different locations along the way.

PRODUCTION INCLUDED

- Design and fabrication of custom interactives and immersive environments
- Creation of unique custom electro-mechanical interactives with a variety of non traditional user interfaces and sensor driven environments
- Content development focusing on alternative energies in different sectors
- All exhibits were modular, mobile and designed to be easy to set up, break down, and update remotely.



At the Water Interactive visitors make waves to generate electricity from water

TAB C: ENERGY LAB MOBILE EXPERIENCE CENTER



The Wind Table and a Fire Interactive station



Visitors learn about energy creation and conservation through play

TAB C: HEALTH INSIDE OUT



PROJECT DETAILS

Location: Wichita, KS

Size: 1,500 square feet

Client: Exploration Place, Victoria Mitchell, (316) 660-0663

Completion Date: April 20, 2022

Final Cost: \$850,000

Key personnel:

In-house:

Exhibit Designers: Molly Lenore

Project Manager: Liz Shaw

Audio Visual Systems Developer: Joey Stein

Fabrication Engineer: Eric Muench

Content Developer: Dan Marwit

Graphic Designer: Jen Cooke

Exhibit Detailer: Ian Smith-Foy

Audio Visual Producer: Kensuke Sato

TAB C: HEALTH INSIDE OUT

Fabrication Shop Supervisor: Michael West

Exhibit Specialist (Fabrication): T Grossmeyer

Audio Visual Technician: Michael Cooper

Model-maker/Sculptor: Zoe Logan

PROJECT NARRATIVE

Health Inside Out is a fun-time arcade where families learn about being healthy through rides, games, and amusements. Its presence in the 2,500sf Grand Hall has transformed an underutilized space into a must-do destination at the hub of the Exploration Place building. Visitors grab vaccine hammers to play Whack-A-Virus, and aim for healthy targets in Nutrition Skee-ball. They ride an Emotional Roller Coaster through their feelings, fly a real helicopter ambulance, and much more. Being healthy makes it possible to experience life. Learning about it should be fun.

PRODUCTION INCLUDED

- Concept development and exhibit writing
- Exhibit design and development
- Graphic design and illustration
- Development of custom digital interactives and UX/UI
- Fabrication and installation
- Modification of Bell helicopter to be suitable for young visitors
- Customization of existing arcade games to deliver exhibit content



Whack-A-Virus

TAB C: HEALTH INSIDE OUT



Health Heroes



That's Too Loud

TAB C: HEALTH INSIDE OUT



Exhibit view with Dr. Doktor



Everybody Move

TAB D: AUDIO, AUDIOVISUAL, AND MULTIMEDIA

All of Moey's AV examples can be accessed in this folder. Individual links to each file are also provided below.

<https://moeyinc.sharefile.com/d-sfae3c51965104b32b919dfd528710d9c>

Linear Media/Animations

Connected Worlds is one of the largest, most complex responsive environments ever created for a museum. It occupies 2,300sf of New York Hall of Science's iconic Great Hall and surrounds visitors with six fourteen-foot-tall interactive screens, which present distinct, interactive natural environments, or worlds, fed by a central, thirty-eight-foot-tall digital waterfall.

- [Overview Video](#)
- Moey Scope:
 - AV installation and integration
 - Interface and user tracking programming
 - Show control programming

Nokia Future X Emulator Nokia joined forces with the historic Bell Labs to produce disruptive innovations that improve the quality of life. To demonstrate groundbreaking technologies, Nokia Bell Labs needed a groundbreaking theater. Moey created the Future X Emulator, specially commanded by a new sleeve device. A facilitator powers on and controls a 36-foot high, 270-degree projection. Audiences are immersed at once in visions of the future, complete with full-surround audio and a rumbling floor.

- [Immersive Space Overview](#)
- [Future City Intro Screen Capture](#)
- [Future Port Video Screen Capture](#)
- [Future X Emulator Ambient Multichannel Audio](#)
- Moey Scope:
 - AV engineering
 - Narrative development and storyboarding
 - Animation
 - Audio production
 - AV installation and integration
 - Interface and user tracking programming

TAB D: AUDIO, AUDIOVISUAL, AND MULTIMEDIA

Keck Observatory National Academy of Sciences wanted to honor the W.M. Keck Foundation with a model and video of one of the foundation's proudest achievements, the twin Keck Telescope on Mauna Kea, Hawaii. Moey was honored to produce both the 3D model and video tribute. The client requested a fully silent movie, so Moey ensured that the emotional impact was achieved using only the on-screen visual content.

- [Final Video](#)
- Moey Scope:
 - Narrative development and storyboarding
 - Videography & aerial filming
 - Editing and post production

Interactive Digital Media

Lake Minnewaska is the centerpiece sky lake of Minnewaska State Park Preserve, one of New York's premier parks. Its preserve designation entrusts the park to protect the area's globally unique ecology, and its history reaches back to a hotel era that predates the establishment of the state park system itself. Much of the existence of the park, at 24,000 acres and counting, is thanks to the Open Space Institute, which helped secure the land over decades and preserve its features, including its historic carriage roads. OSI shepherded the visitor center project. Inside, visitors find everything they need to become inspired by, and go see, Minnewaska's beauty and significance. A mix of traditional, hands-on, and multimedia engagements invite visitors across generations to find their love of the land.

- [Exhibit Overview Video](#)
- [Trail Pathfinder Touchscreen Interactive Demo](#)
- [Ecological Communities Touchscreen Interactive Demo](#)
- [Wildlife Touchscreen Interactive Demo](#)
- Moey Scope:
 - Content Development
 - UI/UX Design
 - Graphic Design
 - Production
 - Software Development
 - AV Specification
 - AV Installation and Integration

TAB D: AUDIO, AUDIOVISUAL, AND MULTIMEDIA

Mutoscope Inspired by the turn-of-the-century Mutoscope, the Moeyoscope gets your guests physically involved in flipping through digital images. It is the perfect solution for an unlimited digital presentation, a sequential picture book or a flip book animation. Moey has produced fully customized versions for museums, science centers, and nature centers, including this one highlighting the history of Green Lakes State Park.

- [Overview Video](#)
- [Green Lakes State Park Demo](#)
- Moey Scope:
 - Content Development
 - UI/UX Design
 - Graphic Design
 - Production
 - Software Development
 - AV Specification
 - AV Installation and Integration

Energy Lab Designed in support of President Obama's "Educate to Innovate" mission, the Energy Lab enables the Army National Guard to bring STEM learning about alternative energy sources to high school youth across the U.S. For the experience, Moey designed four interactive games that explore the possibilities of wind, water, sun, and earth in producing energy. Real results are seen in the simulated city of Energytown. The entire experience, which debuted in Alexandria, VA, packs up and travels on one eighteen wheeler.

- [Overview Video](#)
- Moey Scope:
 - Content Development
 - UI/UX Design
 - Graphic Design
 - Production
 - Software Development
 - Programming
 - AV Specification
 - AV Installation and Integration

TAB E: PROJECT UNDERSTANDING

Moey is very excited about the City's objective to educate residents about their utilities and their own ability to improve their community. We strongly believe in the power of exhibits to achieve such an objective. Exhibits bring people together to enjoyably engage in fully immersive learning and learn from each other as they pursue their interests and share their discoveries. The designs produced by Bart Exhibition Design certainly demonstrate this potential. Moey would be enthusiastic to work with Bart and the City to realize the Utility Exploration Center vision and broadening its appeal to new audiences. We look forward to helping as many families, residents, teens, and rate-payers as possible understand and appreciate their partnership with their utilities in a big system we all share.

Observations & Considerations

In the Design Book provided in the RFP materials, we see a lot of excitement packed into a fairly tight footprint. Fabricated elements that clearly mark and organize the space will go a long way toward helping people navigate, make sense of, and remember the experience. Similarly, such elements can help arrange content into digestible chunks, increasing the potential of their messaging power. Well planned AV production can also operate in the same way by organizing an experience that unfolds over time, whether visitors access it interactively or passively. Bart's designs already achieve these aims in many ways in the physical space. They create distinct environments while composing a total, unified one. We look forward to exploring cost-effective materials and build strategies here. Meanwhile, we will also push for the garbage truck to become enterable. It's our estimation that visitors will expect to open the door, climb in, and have a memorable experience in the cab.

We also look forward to producing AV that works with Bart's graphic palette to strike the same distinct-but-unified balance. We imagine the AV to be simple in its interactive operation requirements, and in the amounts of interpretive information they deliver at any given time. Currently, designs have placed one key interactive in each exhibit area, in addition to introductory AV displays and signage. Between these and the physical elements in the exhibit, there will be a lot for people to do and make meaning from. The Content Manual very clearly defines the principle goals, messaging, and experiences of each AV element. We will want to collaboratively refine these as we move into early storyboarding, and ensure that we push into production design with precise objectives.

In approaching fabrication, Moey will draw on its years of experience in creating

TAB E: PROJECT UNDERSTANDING

relevant projects. These include building an interactive frame house inside the Jones Beach Energy and Nature Center, a puzzle-cut topographic model for the Lake Minnewaska Visitor Center, and large-scale graphics for the New York City Department of Environmental Protection. In creating media we will build on experience in producing interactives of all kinds. These include a documentary for the Keck Observatory and a mixed live action-animation piece promoting a forthcoming technology that senses, analyzes, and alerts people to wildfires in seconds. We will also bring to this project an appreciation for the content. This comes from our experiences on projects such as Hempstead State Park Resiliency and Education Center, and Shirley Chisholm State Park, a park built on a landfill. We will also incorporate new learning from projects we are currently working on, such as the Niagara Falls Visitor Center, and Thousand Springs State Park in Idaho, where pure water emerges from a volcanic-rock aquifer after an estimated 300 years.

Fabrication Process

Moey will start its process by closely reviewing the Final Designs and flagging any important observations. We will overlap this with initial research into materials and potential engineering solutions, and we'll share all of this with you as we go along. At the same time, we will skip forward to the first Demolition task, and discern if any to-be removed materials can be reused. If so, we will fold these into our initial explorations and communicate them with you.

As our research progresses, we will coordinate with Bart to discuss any impact our findings might have on design changes. This may also include an initial order of operations assessment, in which we consider which parts of the exhibit will need to be built first, second, third, and so on, depending on lode, travel, building access, etc. We will develop this into a rough project execution plan, which we will collaboratively refine as we move forward. Meanwhile, our research will lead us into prototyping. This will include securing and providing production samples for review, and also testing any key mechanical engineering in our shop, which we can share by video or video call. We will assemble all of this in the appropriate documents, review them with you, and deliver them in two drafts to the Department of Buildings and other relevant agencies as required.

During the construction documents process, we will also begin fabricating key elements of the designs in our shop. Once the documents are approved, we will already be in motion on this next phase of work. As we build, we will share progress

TAB E: PROJECT UNDERSTANDING

with our collaborators. This may include discoveries of unforeseen issues as well as opportunities. Part of work will also involve building our fabrications in ways that can easily be sectioned, transported, and built on site. As we progress toward installation, we will develop punch lists with you and communicate about which boxes have been checked and which remain and why. We will also schedule site visits to plan the installation of all work, and ultimately, we will send our crew, along with Moey leadership, to install the exhibit and perfect the positioning and final details of every item in your space. Finally, we will stay in touch with you regarding any staff training necessary and remediation as required.

AV Process

At the same time that our shop begins reviewing Final Designs, our AV team will begin its production process by drafting treatment documents, one per AV component. These documents will reiterate and refine the program descriptions in the Content Manual, and include likely tech equipment and power and data needs, as well as flowcharts that plan visitor use and suggestive lo-res imagery. Following discussions with the team, we will push forward into UX/UI design. The goal here will be to completely map the user experience (UX) of each component and create style guides for their graphic user interfaces (UI). This will involve translating the flowcharts into wireframes that demonstrate every possible path a user might take in each interactive. Meanwhile, we will also begin storyboarding any new videos, animations, or voiceovers we will need to produce. We will share all this progress as we go along, and also in a benchmark deliverable.

Toward the end of UX/UI design we will determine what software platforms best suit the desired experiences, and we will begin experimenting with programming just to make sure. We will also further flesh-out the wireframes into UI comps for review, and produce animatics, slide decks, and other visual representations of new-production videos. For these videos, we will also begin identifying rights issues, securing interviews and locations, and locking down other logistics as required. We will share this with you for review.

Once the UI comps have been finalized, the UI designer will work closely with the software programmer to implement and test the visualizations and their interactivity. We will share videos of their progress for discussion and feedback. Meanwhile, we will share drafts of screen text and voice over scripts, animation storyboards and sample videos, and other pertinent materials with you. Concurrently,

TAB E: PROJECT UNDERSTANDING

we will begin executing video shoots, as required, and assembling and sharing edits of new videos in a series of passes for review. At the same time, we will final-specify the tech hardware and power and data needs. We will also acquire archival video, voice over recording samples, and other outside content to be incorporated. We will share these with you for comments and feedback.

Once the hardware has been approved, we will order it to the Moey studio, unless it makes more sense to ship it directly to your location. We will then set up an approximation of the actual installations and test our software on for as long as the schedule allows. During this time we will carefully monitor the testing for bugs or glitches of any kind, and resolve them before they're installed on your floor. We will also make dutiful notes of the AV integration arrangement so that they can be installed expeditiously on site. Moey can pack, ship, and install all equipment. Meanwhile, we will also continue editing new videos and animations in collaboration with you, and move them into post production after we reach picture-lock together. We will share progress in post with you as well, especially if music needs to be composed or any graphic overlays need to be added.

Accessibility

Importantly, Moey has extensive experience in universal design solutions, including in building components for visitors with impairments in mobility, vision, hearing, and motor function. Our philosophy is that ADA should be integrated from the start, wherever possible. This initiates planning with everyone in mind, and leads to an inclusive concept that remains open to important improvements. If possible, we recommend including user testing with specific ADA audiences.

Project Management

Moey utilizes a project management process that blends a traditional approach with an agile one. We will advance your project through phases with milestone deliverables for you to review, and we will take your comments as goals for each next deliverable. Meanwhile, within each phase we will rapidly iterate and test ideas for leading designs and fabrication strategies (two to four weeks per component), and we will share this work with you through ongoing communication. This will allow us to maintain flexibility and incorporate stakeholder feedback early and often, before the submission of full deliverables. The project manager will be your direct point of contact at Moey and will make sure the in-house team is aware of your goals at every step of the process.

TAB F: CONTRACTOR'S PROJECT APPROACH AND PLAN

Project Kick-Off:

Upon project award, Moey will prepare the agenda for the post award conference which will include the site review, inspection of all City-furnished material, overview of the exhibits, and preliminary schedule. All discussions as well as assessments of the site conditions and government-furnished property will be included in a post-conference report.

Travel and Communication Plan:

We will make the following trips to the work site at minimum, with additional trips as needed:

- Post-Award Site Visit
- Building Prep Site Visit
- Installation
- Punchlist if tasks cannot be completed during original Installation trip

Communication methodology:

- Moey will designate one Project Manager to traffic all communication. Moey requests that the client identify one contact to handle all communication on their side.
- Bi-Weekly meetings will be held over video conference for the duration of the project. Minutes will be distributed over email after each meeting.
- Moey will establish a shared online drive where all project files will be organized and maintained.
- Requests for Information (RFIs) will be submitted in writing and responses will be tracked on the shared drive.
- Each RFI and submittal will be numbered and include a cover sheet with details. Moey will maintain logs of all RFIs and Submittals and their response status.
- Dedicated video conferences will be scheduled to review each deliverable.
- Additional conference calls and video conferences will be scheduled as needed to address specific issues.

Quality and RFI Management:

Moey's approach to quality management begins at the pre-fabrication submittal phase and continues through final installation punchlists. At every stage we focus on clear communication and documentation. The RFI process will continue throughout the project, but the initial focus is to identify all quality requirements for the final exhibits prior to the beginning of the development of shop drawings.

TAB F: CONTRACTOR'S PROJECT APPROACH AND PLAN

Overall Schedule and approach:

Moey will plan the schedule to prioritize finalization of long-lead items. Developing and finalizing the AV plan for the fully functional system will be completed early on to allow for procurement and testing time. Shop drawings for each exhibit area will be developed and submitted in rolling waves to allow for the soonest possible procurement of materials and starts for fabrication. The dates shown in the schedule for shop drawing tasks indicate the dates by which all shop drawings at each level will be submitted.

We have the following work crews available during fabrication and installation:

- Millwork & mechanical interactives: 1 crew for construction, 1 crew for finishing processes
- Metalwork: 2 crews
- Model-making: 1 crew
- AV studio testing: 3 AV technicians
- Graphic Production: Outside suppliers for direct print graphics that can't be handled in-house.
- On-site installation: We will have 2 crews working on site simultaneously, one for installation of millwork, casework and graphics and another focusing on the large scale scenic installations
- On-site AV integration: 1 crew for cable runs, 4 techs for integration, commissioning and training

Fabrication:

During production, fabricated work and AV programs will be reviewed weekly. The vast majority of Moey's work is produced in-house. Subcontractors will be used for graphics printing.

We typically build and engineer exhibits as modular segments that bolt or clip together on site. For built walls, we will create a modular frame that can be assembled on site and clad with the wall materials. Bases will be segmented while display surfaces will be kept intact and installed into the base on site. We fully test all AV exhibits and control systems prior to installation, including integration into finalized exhibits at our studio.

Prior to each biweekly conference call, the Project Manager, Shop Supervisor, and AV Producer will prepare a status update report documenting:

TAB F: CONTRACTOR'S PROJECT APPROACH AND PLAN

- Work completed to date with photos
- Videos of physical mock-ups and AV tests, including Audio Description hardware
- Any quality issues identified, and plan to address these issues
- Two week look ahead for upcoming work
- Schedule update

Work will be evaluated to ensure it has been produced in accordance with the approved shop drawings, project specifications, accessibility standards, and best practices for fabrication and audiovisual production.

Shop Inspections:

One week prior to the Pre-Fabrication and Pre-Delivery shop inspections, the Project Manager will provide an agenda for the visit. After the inspection, a report will be prepared documenting all topics discussed, and issues identified, and a plan and timeline for addressing issues. For the Pre-Installation Shop Inspection, the report will include minutes from the Pre-Installation meeting and final installation schedule.

Building Prep, Primary, and Punchlist, Installation:

One week prior to each site visit, the Project Manager will provide an agenda that will include a schedule and sequence of activities for the visit, key action items, and items requiring discussion. After each visit, Moey will issue a report including:

- Documentation of work activities conducted while on site, with photos/videos when applicable
- Draft operations manuals
- Punchlist

The final as-built documentation, user manuals, and operating and maintenance manuals will be provided within 2 weeks of the Punchlist Installation visit.

Training and Support

After the installation is complete, Moey will train your staff in maintaining all fabricated elements and operating all software and tech hardware. We will also provide you with a user manual and terms of support we'll define together. Our support will include an individual's name and phone number for troubleshooting calls.

TAB F: CONTRACTOR'S PROJECT APPROACH AND PLAN

Potential Issues:

Risk analysis and management is an ongoing process that will continue for the duration of the contract. At present we identify the following risks:

Delay in delivery of approved, final artwork from Exhibit Designers. Timely delivery of artwork files 5 weeks after approved shop drawings is critical to maintaining the fabrication schedule. We propose working with the designers to develop a method for rolling delivery of artwork as shop drawings for different exhibit areas are approved. The establishment of a government project manager with authority to enforce the schedule of internal approvals and on-time deliverables between different contractors is also critical.

Supply chain disruptions are occurring with both raw materials and AV hardware. Our proposed schedule fast tracks completion of the AV production plans so equipment orders can be placed as soon as possible. We are distributors for a number of AV suppliers and can frequently find in-stock alternatives for backordered equipment. For raw materials, we conduct an analysis of availability upon contract award and then prioritize shop drawings for the longest lead materials.

Fabrication delays: To mitigate potential delays in the fabrication process, we identify potential subcontractors for different areas of production during the shop drawing development phase. While our intention is to fabricate all items other than graphics internally, identifying subcontractor options early gives us options to recover from unforeseen delays. This will allow us to scale up production if required.

The AV media specified for this project involves extensive research, creative direction, and production, as many of the assets identified are for reference only and not prescriptive content available to be used. Moey has staff content developers, AV producers, and software developers in-house, which will allow us to dedicate a team to fast-tracking the AV production plans and media development. This will allow media production to run simultaneously with shop drawing development and fabrication.

TAB F: CONTRACTOR'S PROJECT APPROACH AND PLAN

Key Deliverable Deadlines:

Deliverable	Completion Date	Feedback Due Date	Completed
22-312 00-01 Plan-Check Ready Construction Documents	3/13/2023	3/28/2023	
22-312 00-05 Permit Applications	4/7/2023	5/17/2023	
22-312 00-02 Draft Construction Documents	5/2/2023	5/17/2023	
22-312 00-03 Prototypes & Material Samples	5/2/2023	5/17/2023	
22-312 00-07 Draft Media Storyboards	5/10/2023	5/25/2023	
22-312 00-04 Final Construction Documents	6/14/2023	6/29/2023	
22-312 00-08 Final Media Storyboards	7/11/2023	7/26/2023	
22-312 00-06 Graphic Proofs	7/28/2023	8/11/2023	
22-312 00-99 Close Out Package	12/29/2023		

Meetings:

Activity	Team	Start Date	End Date
Post-Award Site Visit		2/27/2023	2/27/2023
Plan-Check Construction Drawing Presentation		3/14/2023	3/14/2023
Draft Construction Drawing Presentation		5/3/2023	5/3/2023
Draft Media Storyboards Presentation		5/11/2023	5/11/2023
Final Construction Drawings Presentation		6/15/2023	6/15/2023
Final Media Storyboards Presentation		7/12/2023	7/12/2023
Mid-Fabrication Shop Visit		8/31/2023	8/31/2023
Building Prep Site Visit		10/24/2023	10/24/2023
Pre-Delivery Shop Visit		11/17/2023	11/17/2023
Post-Install Walkthrough		12/16/2023	12/16/2023
Staff Training		12/17/2023	12/19/2023
Punchlist Walk-Through		12/20/2023	12/20/2023

TAB F: CONTRACTOR'S PROJECT APPROACH AND PLAN

Full Schedule:

Activity	Type	Start Date	End Date
Anticipated Notice to Proceed	Milestone	2/22/2023	2/22/2023
Plan-Check Construction Drawings	Submittal	2/22/2023	3/13/2023
Post-Award Site Visit	Meeting	2/27/2023	2/27/2023
Draft Media Storyboards	Submittal	3/9/2023	5/10/2023
Plan-Check Construction Drawing Presentation	Meeting	3/14/2023	3/14/2023
City Review: Plan-Check Drawings	Client Review	3/15/2023	3/28/2023
Prototyping	Submittal	3/21/2023	5/2/2023
Draft Construction Drawings	Submittal	3/29/2023	5/2/2023
Permit Applications	Submittal	3/31/2023	4/7/2023
Building Department Review: Plan-Check Drawings & Permit Applications	Client Review	4/8/2023	5/17/2023
Draft Construction Drawing Presentation	Meeting	5/3/2023	5/3/2023
City Review: Draft Construction Drawings	Client Review	5/4/2023	5/17/2023
City Review: Prototypes & Material Samples	Client Review	5/4/2023	5/17/2023
Draft Media Storyboards Presentation	Meeting	5/11/2023	5/11/2023
City Review: Draft Storyboards	Client Review	5/12/2023	5/25/2023
Final Construction Drawings	Submittal	5/18/2023	6/14/2023
Final Media Storyboards	Submittal	5/26/2023	7/11/2023
Final Construction Drawings Presentation	Meeting	6/15/2023	6/15/2023
City Review: Final Construction Drawings	Client Review	6/16/2023	6/29/2023
Graphics Pre-Press	Submittal	6/30/2023	7/28/2023
Fabrication	Activity	6/30/2023	11/13/2023
Final Media Storyboards Presentation	Meeting	7/12/2023	7/12/2023
City Review: Final Storyboards	Client Review	7/13/2023	7/26/2023
Media Production	Activity	7/27/2023	11/13/2023
City Review: Graphic Proofs	Client Review	7/29/2023	8/11/2023
Graphic Production	Activity	8/12/2023	10/12/2023
Mid-Fabrication Shop Visit	Meeting	8/31/2023	8/31/2023
50% Fabrication Milestone	Milestone	8/31/2023	8/31/2023
Beta Media Demonstration	Milestone	9/29/2023	9/29/2023
Building Prep Site Visit	Meeting	10/24/2023	10/24/2023
Demolition	Activity	11/13/2023	11/20/2023
In Studio AV Integration & Testing	Activity	11/14/2023	11/20/2023
Pre-Delivery Shop Visit	Meeting	11/17/2023	11/17/2023
Delivery	Activity	11/22/2023	11/30/2023
Installation	Activity	11/27/2023	12/15/2023
AV Integration	Activity	12/13/2023	12/15/2023
Post-Install Walkthrough	Meeting	12/16/2023	12/16/2023
Punchlist	Activity	12/17/2023	12/19/2023
Staff Training	Meeting	12/17/2023	12/19/2023
Punchlist Walk-Through	Meeting	12/20/2023	12/20/2023
Project Closeout	Submittal	12/21/2023	12/29/2023

TAB G REQUIRED STATEMENTS/DOCUMENTS

Moey assures the following:

- Members of the team will not be substituted without approval by City Staff (Section 5.0)
- Moey has no conflict of interest in taking on this project (Section 10.4)
- Moey is able and willing to fulfill the indemnification and insurance requirements contained in the sample contract (Section 10.7)
- There is nothing proprietary in the submitted proposal (Section 10.23)

PROOF OF REGISTRATION WITH THE CALIFORNIA SECRETARY OF STATE

State of California
Department Of Industrial Relations

My Registration Dashboard

Department of Industrial Relations (DIR)

My Dashboard

Select a Registration Type [Now](#) [Link Existing Registration](#)

Instructions:

- To transfer an active registration from the old system, click **Link Existing Registration**.
- To start a new application, select from the dropdown menu above and click **New**.
- To revise the existing registration, click **Update**.
- To edit a saved application, click on the registration number. You cannot edit once the application status is "Submitted", "Payment Pending", "In Review", "Expired", "Resubmitted" or "Renewed".
- To renew an application, click **Renew** Link will be available 90-days (60-days for Entertainment Work Permit, 60-days for Public Works contractor registration) before the license expiration date, until the expire date.
- To pay registration fees, click the **Pay Now** link in the Registration # column.
- Car Wash: To complete the registration process, you must print the submitted application or a copy of your email stating your application has been submitted and send it with the [IRS Form 8821](#). Upon receipt of the IRS response, please return to attach the IRS Clearance letter to your application. [IRS form 8821 Instructions](#).

Status Definitions

[Reload page](#)

Actions	Business Name / Individual Person	Registration #	Registration Type	Submitted Date	Status	Effective Date	Expiration Date	Payment Status	Balance Due	Registration Duration
	Moey, Inc.	PW-LR-1000990793 Update	Public Works	11/17/22	Active	11/17/22	06/30/23	Paid / No Balance Due	\$0.00	

Attachment 1 – 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.

Moey, Inc.

NAME OF BUSINESS

SIGNATURE

Molly Lenore, President

NAME & TITLE, TYPED OR PRINTED

Moey, Inc., 232 3rd Street, #E301, Brooklyn, NY 11215

MAILING ADDRESS

718-237-1496

TELEPHONE NUMBER

molly@moeyinc.com

EMAIL

Type of Organization:

____ Sole Proprietorship

☒ Corporation

____ State of Incorporation

____ Partnership

____ Limited Liability Company

****END OF ATTACHMENT 1****

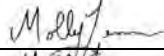
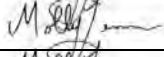
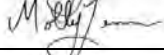
Utility Exploration Center Exhibit Fabrication and Installation
Request for Proposals

Page 25

Attachment 2 – ACKNOWLEDGEMENT OF ADDENDA

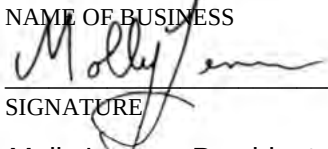
The proposer acknowledges receipt, understanding, and full consideration of the following Addenda:

Table 2.1 – Acknowledgement of Addenda

Addendum Number	Addendum Date	Signature of Proposer
1	10/25/2022	
2	11/2/2022	
3	11/9/2022	

Moey, Inc.

NAME OF BUSINESS



SIGNATURE

Molly Lenore, President

NAME & TITLE, TYPED OR PRINTED

****END OF ATTACHMENT 2****

Attachment 3 – SUBCONTRACTOR LIST

In accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater. If subcontractors will not be used, proposer must write "NONE".

Company Name:	ColorEdge / ABC Imaging
Principal:	Will Price
Address:	336 W 37th Street New York NY 10018 USA
Phone:	1-800-321-8864
Job Capacity:	Specialty Graphic Production
Percentage of Total Work:	3%
CSLB Contractor License Number:	n/a
DIR Registration Number, and Expiration Date:	n/a

Company Name:	
Principal:	
Address:	
Phone:	
Job Capacity:	
Percentage of Total Work:	
CSLB Contractor License Number:	
DIR Registration Number, and Expiration Date:	

Company Name:	
Principal:	
Address:	
Phone:	
Job Capacity:	
Percentage of Total Work:	
CSLB Contractor License Number:	
DIR Registration Number, and Expiration Date:	

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Percentage of Total Work:	
CSLB Contractor License Number:	
DIR Registration Number, and Expiration Date:	

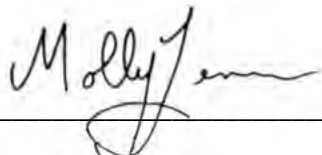
Reproduce this page for additional Subcontractors.

****END OF ATTACHMENT 3****

Attachment 5 – NO CONFLICT OF INTEREST DECLARATION

The undersigned proposer certifies 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 Agreement 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 Agreement or any Work to be conducted as a result of this RFP. Violation of these requirements shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on November 18 [date], at Brooklyn [city],
New York [state].



(Signature of Declarant)

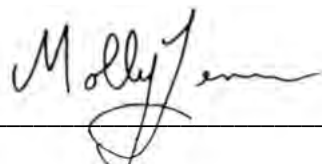
****END OF ATTACHMENT 5****

Attachment 6 – INDEMNIFICATION AND INSURANCE REQUIREMENTS

The undersigned proposer certifies that they both have the ability to, and agree to fulfill the indemnification and insurance requirements contained in the sample CONTRACT.

Please note that actual certificates of insurance are not required as part of your submittal

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on November 18 [date], at Brooklyn [city], New York [state].

A handwritten signature in black ink, appearing to read "Molly J. [unclear]", is written over a horizontal line.

(Signature of Declarant)

****END OF ATTACHMENT 6****

Attachment 7 – PROPRIETARY INFORMATION STATEMENT

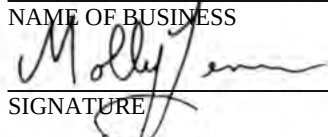
Complete and sign one of the following statements.

No Proprietary Information

Contractor hereby certifies that nothing contained in the submitted Proposal is to be proprietary information.

Moey, Inc.

NAME OF BUSINESS



SIGNATURE

Molly Lenore, President

NAME & TITLE, TYPED OR PRINTED

Existence of Proprietary Information.

Contractor desires to claim a privilege against public disclosure for a trade secret or other proprietary information.

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

****END OF ATTACHMENT 7****

Attachment 8 – NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

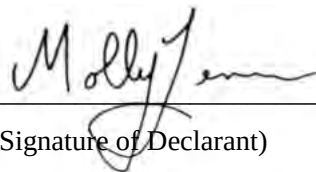
The undersigned declares:

I am the President of Moey, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on November 18 [date], at Brooklyn [city], New York [state].



(Signature of Declarant)

****END OF ATTACHMENT 8****

TAB H: EXCEPTIONS

Moey does not propose any exceptions, alterations, or amendments to the Scope of Services in the RFP.

TAB I: COMPETENCY OF PROPOSERS

Moey has never had any past or pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, or any similar actions filed. No client has ever terminated a contract with Moey for breach.

- Question 5: What was the intended budget?
Answer: We are unable to share this information.
- Question 6: Is the 3rd party estimator an exhibit fabricator who is allowed to bid on the project?
Answer: No, they are an independent estimator and are not a fabricator.
- Question 7: Can Volume 6 of 7 - Component Lists be shared in Excel?
Answer: Yes, we will share that. Please see the Excel spreadsheet included as a separate attachment to this Addendum 1.
- Question 8: Can you address the intended budget and 3rd party estimator eligibility questions above?
Answer: The 3rd party estimator is an Independent estimator and will not be bidding on the project. The budget is not something we can share.
- Question 9: Questions are due on the 4th, when will you be providing responses?
Answer: The goal is to have questions answered by November 9, 2022.
- Question 10: Printing and delivering 8 copies will take more than a day. That only leaves one business day to accommodate responses. Would you please consider extending the deadline to the 18th?
Answer: We will extend the deadline to 3:00PM on Monday, November 21st. We encourage all questions to be posted ASAP.
- Question 11: Is the Final Completion Date set based on a major milestone\opening or is there flexibility in this Final Date?
Answer: Hopefully we will stay within our timeframe, but there is flexibility.
- Question 12: Are the California Business Registration and Roseville Business License required for submission, or just for the awarded firm?
Answer: Awarded firm. Registration and licenses will need to be obtained between selection and the award of the contract.

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum One

Name: Molly Lenore

Signature 

Company: Moey Inc. Date : November 18, 2022

17. QUESTION: Are divider pages between proposal Tabs excluded from the page limits?

ANSWER: Yes.

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Two

Name: Molly Lenore

Signature  _____

Company: Moey Inc. Date November 18, 2022

Please include a signed copy of this addendum with your proposal.

I acknowledge receipt of Addendum Three

Name: Molly Lenore

Signature

A handwritten signature in black ink, appearing to read "Molly Lenore", is written over a horizontal line.

Company: Moey Inc. Date: November 18, 2022

City of Roseville Environmental Utilities

RFP#08-106

Utility Exploration Center Exhibit

Fabrication and Installation

Tab J: REVISED Cost Proposal

December 19, 2022



moey

232 3rd Street, #E301
Brooklyn, NY 11215
(718) 237-1496
www.moeyinc.com
studio@moeyinc.com
contact: Molly Lenore

Moey is proud to be a certified Woman Owned Business

Attachment 4 – GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE

Utility Exploration Center Exhibit Fabrication and Installation

1.0 TOTAL PROPOSED GUARANTEED MAXIMUM PRICE (GMP)

The undersigned proposes and agrees to contract with the City to perform all of the Work for the Design-Build Construction of the **Utility Exploration Center Exhibit Fabrication and Installation** including subsidiary obligations as defined in the Contract, for a **Guaranteed Maximum Price (“GMP”)** of
one million, three hundred and ninety one thousand, nine hundred and eighty _____ dollars (\$ 1,391,980 .00),
U.S. Currency.

Subject to the provisions of this Proposal and the Contract, the costs and expenses which the Contractor may include in the Cost of Work for purposes of determining that aspect of the Contractor’s compensation are as set forth below. The Contractor’s total compensation, including Fee and allowable mark-ups, shall not exceed the GMP.

The GMP may be adjusted by Change Order in accordance with the Agreement.

2.0 BREAKDOWN OF GUARANTEED MAXIMUM PRICE

Proposer provides the breakdown of the Contractor’s GMP by major items of work as shown in **Table 2.1** on the following page. The cost breakdown should sum to a total that equals the GMP given in this Attachment 4 Section 1.0 – Total Proposed Guaranteed Maximum Price. Contractor must include all costs required to complete the work within the scope area items listed.

Note that Add-Alternative (Add-Alt) line items are items of work that may be awarded as part of the contract, depending upon budget.

Roseville Utility Exploration Center Exhibits

Prices are to include costs for project management, CAD/ engineering, graphics management, samples, and maintenance manuals, per line item.		Please provide pricing only in the empty spaces	
		Area base price	Add/Alt price (exclude from base price)
AREA LO	Lobby	\$51,140.00	
LO.01	Media Wall		
LO.02	Entrance Display		
AREA VS	Visitor services	\$31,160.00	
VS.01	Welcome desk		
VS.02	Retail space		
VS.03	Lockable storage		
AREA WO	Welcome & orientation	\$191,840.00	
WO.01	Exhibit intro		
WO.02	Utility map		
	Utility Map tactile base		\$6,320.00
WO.03	Window Graphics		
AREA WS	Waste services	\$196,120.00	
WS.01	Utility intro		
WS.02	Keep it out of the landfill!		
WS.03	Garbage truck cab		
WS.04	Explore waste		
WS.05	Trash sorting interactive		
AREA WA	Water	\$92,990.00	
WA.01	Utility intro		
WA.02	Water pipe		
WA.03	Curved graphic		
WA.04	Water above, water below		
WA.05	Overhead curved graphic		
AREA WW	Waste Water	\$186,750.00	
WW.01	Utility intro		
WW.02	Curved graphic		
WW.03	Curved graphic		
WW.04	Curved graphic		
WW.05	Meet the microbes		
WW.06	Recycled water pipe		\$4,250.00
AREA ST	Stormwater	\$57,650.00	
ST.01	Utility intro		
ST.02	Only rain down the storm drain		
ST.03	Roseville's watershed		

AREA RE	Electric	\$115,220.00	
RE.01	Utility intro		
RE.02	Power on the line		
RE.03	Powering Roseville		
RE.04	Electricity in action		
AREA UH	Utilities in the home	\$134,070.00	
UH.01	Area intro and house exterior		
UH.02	What's your impact?		
UH.03	Electricity savings		
UH.04	Water savings		
UH.05	Wastewater savings		
UH.06	Waste savings		
UH.07	Stormwater savings		
UH.08	Seating		\$4,030.00
AREA TL	Tech lab	\$19,730.00	
TL.01	Intro signage		
TL.02	Activity stations		
TL.03	Announcement board		
TL.04	Literature rack		
	Project wide costs		
	Samples, Mock-Ups, Prototypes	\$17,250.00	
	Delivery, installation, and 1 year warranty	\$92,630.00	
	Demolition and space prep	\$32,510.00	
	Bonds	\$54,840.00	
	Lighting - Owner furnished		
	Proposer's Volunteer Allowance Items Total (From Table 4.4)	n/a	
	Other (Attach Explanation) *	\$103,480.00	
	Subtotal of Area Base Prices	\$1,076,670.00	
	Subtotal of Project wide costs	\$201,640.00	
	Subtotal of Add/Alts		\$14,600.00
	Grand Total	\$1,391,980.00	

* Other:

Relocation of 1 existing green house frame to offsite Roseville Electric building - \$4,410.00

CA Sales/Use Tax - \$99,070.00

3.0 SCHEDULE OF VALUES

Contractor will be required to submit a complete schedule of values upon selection to facilitate contract negotiation within ten (10) days of notice.

- A. The Schedule of values must include a detailed breakdown of quantities and prices of work and materials required to perform and complete the contract, including Contractor Allowance Items.
- B. The Schedule of Values shall provide a cost breakdown for each element detailed in the approved Construction Schedule. The total of the price breakdown must agree with the GMP. The elements listed and price breakdown shall not be front end loaded or unbalanced, shall be subject to adjustment between the ENGINEER and the CONTRACTOR, and will be used as a basis for progress payments.
- C. Acceptance of the Schedule of values shall not relieve the CONTRACTOR of the responsibility of performing all the work needed to complete the project at the GMP.

Volume 2 – Agreement incorporates additional details and definitions that pertain to the Guaranteed Maximum Price, Fee, and Cost of Work.

4.0 COST OF THE WORK

The term "Cost of Work" means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, equipment, subcontractors, special services, bonds, liability, workers' compensation and errors and omissions insurance, direct job overhead expenses, taxes and other necessary expenses incurred in the performance of the work, that do not exceed the GMP.

4.1 Hourly Field Labor and Management and Administrative Labor

Table 4.1A: Hourly Rates. Contractor Name: Moey, Inc.

Craft	Classification	Hourly Rate	Overtime Daily /Saturday Rate (1.5 X)	Overtime Sunday /Holiday Rate (2 X)
Architect/Engineer	Exempt	\$225.00	n/a	n/a
Artifact Mounter (Journeyman)	Non-exempt	\$125.00	\$187.50	\$250.00
Audiovisual Producer	Exempt	\$150.00	n/a	n/a
Audiovisual Systems Developer	Exempt	\$140.00	n/a	n/a
Audiovisual Technician	Non-exempt	\$130.00	\$195.00	\$260.00
Electrical Technician	Non-exempt	\$130.00	\$195.00	\$260.00
Exhibit Detailer	Exempt	\$120.00	n/a	n/a
Exhibit Fabricator	Non-exempt	\$80.00	\$120.00	\$160.00
Graphic Specialist	Exempt	\$90.00	n/a	n/a
Lighting Technician	Non-exempt	\$130.00	\$195.00	\$260.00
Model-Maker/Sculptor	Non-exempt	\$125.00	\$187.50	\$250.00
Multimedia Visual Artist	Exempt	\$200.00	n/a	n/a

Craft	Classification	Hourly Rate	Overtime Daily /Saturday Rate (1.5 X)	Overtime Sunday /Holiday Rate (2 X)

Table 4.1B: On-Site Management and Administrative Labor Rates

Management and Administrative Position	Hourly Rate
Fabrication Shop Supervisor	\$98.00
Site Superintendent	\$125.00
Project Manager	\$120.00
Office Administrator	\$75.00

4.2 Direct Job Overhead Expenses

The Contractor will be paid for the actual cost of job overhead expenses which may include such expenses as office trailers, storage vans, temporary fencing/security, toilets, dumpsters, waste removal, water, utility power, jobsite landline telephone costs, jobsite internet provider costs, reasonable room and board subsistence for employees who live farther than 40 miles from the Work Site or as required by California prevailing wage laws, copy machine, water cooler and any office furniture required for the Work needs, including mobilization and demobilization of same. There will be no warranty reserve.

5.0 PROPOSER'S VOLUNTARY COST ALLOWANCES

The Proposer is allowed to propose allowances for minor portions of the Work. Proposers are limited to a maximum of three (3) proposed allowances and the total amount for all proposed allowances cannot exceed Twenty Thousand Dollars (\$20,000.00).

Each proposed allowance description should be well-defined. There are no scoring points assigned to any proposed allowances, but they may be discussed during the final negotiations with the highest ranked Proposer. Proposers are not required to propose any voluntary allowance item. Allowances shall not be considered for compensation as proposed shared savings as defined in Section 6.0 of this Attachment 4.

The following Proposer's cost allowances and allowance amounts are included in the GMP:

Utility Exploration Center Exhibit Fabrication and Installation
Request for Proposals – ATTACHMENT 4

Page 33

Table 5.1: Proposer's Voluntary Cost Allowances

Item#	Allowance Description	Allowance Amount
1	n/a	\$
2		\$
3		\$
	Total of Allowances:	\$

6.0 PROPOSED SHARED SAVINGS

In the event the final Cost of Work, plus the Proposed Total Fee Mark-up for General Overhead and Profit, is less than the GMP, as adjusted by the Change Orders, the undersigned Proposer proposes a sharing of the savings as follows.

45 % of the savings to the City* *In the event CONTRACTOR receives the benefit of a tax exemption or tax reduction taking effect after the date hereof, the amount of such exemption or reduction shall decrease the GMP pursuant to the Change Order provisions of this Contract.

55 % of the savings to the Contractor

Percent of Savings to the contractor must be a minimum of 20% plus the Total Fee Markup percentage for General Overhead and Profit as shown in the Section 1 of this Attachment 4.

“GMP” Savings shall mean the positive difference, if any, when the actual Total Cost of the Work and Fee is subtracted from the GMP; provided, however, that unused Allowance monies, if any, shall not be subject to shared savings.

Should there be savings shared, City will pay the Contractor its share of the savings at the same time as the final retention payment.

7.0 ITEMS NOT INCLUDED IN THE COST OF WORK:

- A. Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices other than the Site, except as specifically provided in this Attachment 4 Table 4.3 On-Site Management and Administrative Labor Rates.
- B. Expenses of Contractor's principal office and offices, other than the Site office.
- C. Contractor's General Overhead and Expenses, except as specifically provided for in the Contract Documents.

- D. The capital expenses of Contractor, including interest on capital employed for the Work and charges to Contractor for delinquent payments.
- E. Hours in excess of fifty (50) hours per week for each full-time assigned supervisory and administrative personnel even if a supervisory or administrative employee works more than fifty (50) hours in a week.
- F. Costs due to correction of Defective Work, disposal of materials or equipment wrongfully supplied, and making good any damage to property.
- G. Costs that would cause the GMP to be exceeded.
- H. Any costs incurred after Owner's Final Acceptance of the Project.

8.0 CONTRACTOR'S FEE MARKUPS

- A. The undersigned Proposer proposes the following mark-up fees for general overhead and profit in the performance of all of the Design-Assist Construction work for the Utility Exploration Center Exhibit Fabrication and Installation Project, as shown in table 4-5.

Table 8.1: Contractor's Fee Mark-up Schedule

Attachment 4 Section	Cost Category	Fee Mark-Ups For General Overhead And Profit
4.1A	Hourly Field Labor	Included in hourly rates
4.1B	Management and Administrative Labor	Included in hourly rates
	Materials	15%
	Subcontractors	15%
4.2	Direct Job Overhead Expenses	15%

- B. Based on the above percentages for each cost category, the Proposed Total Fee Markup-for General Overhead and Profit percentage included in the Contractor's GMP is 15 %.

****END OF ATTACHMENT 4****

EXHIBIT C - GUARANTEED MAXIMUM PRICE, COST OF WORK, AND FEE

- A. **GUARANTEED MAXIMUM PRICE:** The Guaranteed Maximum Price as of the date of execution of this Agreement is \$1,391,980.00), U.S. Currency.
- B. **FEE AND CONTINGENCY:** The Fee and Contingency amounts, if any, are as detailed in the CONTRACTOR'S Proposal in Attachment 4-GUARANTEED MAXIMUM PRICE, COST OF WORK, and FEE.
- C. **COST OF THE WORK:**

Cost of the Work. The term "Cost of the Work" shall mean costs incurred by CONTRACTOR in the performance of the Work, that do not exceed the GMP. The following are categories of cost and expense to be paid by CITY to CONTRACTOR as Cost of the Work:

1. **Construction Costs.**

1.1. **Labor Costs.**

- 1.1.1. Wages of construction workers directly employed by CONTRACTOR to perform the construction of the Work at the Site or, with CITY'S agreement, at off-site workshops.
- 1.1.2. Wages or salaries of CONTRACTOR's supervisory and administrative personnel when stationed at the Site and wages, salaries and other costs of project management, pre-construction services, form design, foundation engineering, manpower planning, purchasing, estimating and data processing, whether performed at the Site or in CONTRACTOR's offices, including, but not limited to services rendered during the Design Phase of the Project.
- 1.1.3. Wages and salaries of CONTRACTOR's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.
- 1.1.4. Costs paid or incurred by CONTRACTOR for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in subsections 1.1.1 through 1.1.3 above.

- 1.2. **Subcontract Costs.** Amounts due Subcontractors in accordance with the requirements of the Subcontracts.

- 1.3. **Costs of Materials and Equipment Incorporated in the Completed Construction.** Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

- 1.4. **Costs of other Materials and Equipment, Temporary Facilities, and Related Items.**

- 1.4.1. Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery,

equipment and hand tools not customarily owned by the construction workers, which are provided by CONTRACTOR at the Site and fully consumed in the performance of the Work; and cost, less salvage value, on such items if not fully consumed, whether sold to others or retained by CONTRACTOR. Costs for items previously used by CONTRACTOR shall mean fair market value.

- 1.4.2. Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by CONTRACTOR at the Site, whether rented from CONTRACTOR or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rental charges for equipment owned by CONTRACTOR shall be at then prevailing rates.
- 1.4.3. Costs of removal of debris from the Site.
- 1.4.4. Costs of facsimiles, telegrams and long distance telephone calls, postage and delivery charges (whether originating at the Site or at the offices of CONTRACTOR or CONTRACTOR), telephone service at the Site and reasonable petty cash expenses of the Site office.

1.5. Premiums; Taxes; Fees; Royalties.

- 1.5.1. That portion directly attributable to this Agreement of premiums for insurance and the Payment and Performance Bonds.
- 1.5.2. Sales, use, gross receipts or similar taxes imposed by a governmental authority, which are related to the Work and for which CONTRACTOR is liable.
- 1.5.3. Fees and assessments for any permits, licenses and inspections required by the Contract Documents.
- 1.5.4. Fees of testing laboratories for tests required by the Contract Documents or government authorities.
- 1.5.5. Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents. The costs of defending suits or claims for infringement of patent rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against CONTRACTOR or CONTRACTOR resulting from such suits or claims and payments of settlements in connection therewith.
- 1.5.6. Deposits lost for cause other than CONTRACTOR's negligence.
- 1.6. **Emergencies.** Costs incurred in taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property, as provided in Article 12.10-EMERGENCIES of this Agreement.
- 1.7. **Other Costs.** Other costs incurred in the performance of the Work, if and to the extent approved in writing by CITY, which approval shall not be unreasonably withheld.

2. Items not Included in Cost of the Work.

- 2.1. Salaries and other compensation of CONTRACTOR's personnel stationed at

CONTRACTOR's principal office or offices other than the Site, except as specifically provided in subsection 1 above.

- 2.2. Expenses of CONTRACTOR's principal office and offices, other than the Site office.
- 2.3. Overhead and general expenses, except as may be included in subsection 1 above.
- 2.4. The capital expenses of CONTRACTOR, including interest on capital employed for the Work.
- 2.5. Costs that would cause the GMP to be exceeded.

EXHIBIT D - CONSTRUCTION ALLOWANCE ITEMS AND AMOUNTS

- A. The following cost allowances and allowance amounts are included in the GMP as part of the Agreement:

Table D-1: Allowance Descriptions

Item#	Allowance Description	Allowance Amount
1	N/A	
2		
3		
	Total of Allowances:	

B. DUTIES OF CONTRACTOR

1. Plan allowance Work collaboratively with the Construction Manager and CITY's Representative to control allowance costs and avoid impacts to the Progress Schedule.
2. Advise Construction Manager at least fifteen (15) days in advance of the need to purchase materials to avoid impacts to Progress Schedule.
3. Obtain competitive proposals from material suppliers, including:
 - 3.1. Quantity.
 - 3.2. Complete description of product and services provided under allowance.
 - 3.3. Unit cost.
 - 3.4. Total amount of purchase.
 - 3.5. Taxes and delivery charges.
4. On notification of selection, enter into purchase agreement with designated supplier.
5. Arrange for delivery and unloading.
6. Install products in accordance with Contract Documents.
7. Maintain accurate cost records, separate from the cost categories for the balance of the Work, which depict the total cost incurred for each allowance item.
8. Monitor each allowance item total costs to date and immediately report to the Construction Manager should the total cost to date reach 80% of the total allowance amount of any allowance item amount shown in above table. Should the total cost of any allowance item reach 80% of the total allowance amount budgeted, the Contractor shall quantify and forecast the cost to complete the remaining known allowance item tasks and submit this forecasted quantity and completion cost to the Construction Manager.

C. DUTIES OF CONSTRUCTION MANAGER

1. Consult with Contractor and CITY in consideration of equipment or material and suppliers.
2. Provide Contractor with all required product, technical or design related information as it pertains to the allowance items.
3. Make equipment, supplier or system selection and request proposal from Contractor for these items covered by each allowance.
4. Notify Contractor of final equipment, supplier or system selection to allow Contractor to begin submittal and procurement.
5. Review cost to date information submitted by the Contractor and prepare Change Orders as required for CITY approval.

D. ADJUSTMENT OF COSTS

1. The Contractor shall not exceed the allowance amounts shown in above table without the written approval of the CITY. Should the Contractor exceed the allowance amounts without the written approval of the CITY, the Contractor will be responsible for all costs greater than the allowance amounts shown in above table.
2. Contractor will be paid the actual total cost of each allowance item as a Cost of the Work. When actual total cost is more or less than amount of allowance, the GMP will be adjusted by Change Order.

END OF EXHIBIT D

EXHIBIT E - HAZARDOUS MATERIALS

A. Certain Definitions.

1. “Hazardous Materials” means any substance:

- 1.1. The presence of which requires investigation or remediation under federal, state or local law, statute, regulation, ordinance, order, action, policy or common law;
- 1.2. Which is or becomes defined as a “hazardous waste,” “hazardous substance,” pollutant or contaminant under any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC §§9601 et seq. (“CERCLA”), as amended, or the Resource, Conservation and Recovery Act, as amended, 42 USC §§6901 et seq. (“RCRA”);
- 1.3. Shall include the meaning provided in Section 100 of the Solid Waste Disposal Act (42 USC Section 6903 and/or Section 25117 of the California Health and Safety Code) as amended from time to time, or any other hazardous material, hazardous waste, hazardous substance, pollutant, and/or contaminant with requirements under federal, State of California, or local law, statute, regulation, rule, ordinance, order, action, policy or common law;
- 1.4. Which is petroleum, including crude oil or any fraction thereof not otherwise designated as a “hazardous substance” under CERCLA, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons;
- 1.5. Which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority or instrumentality;
- 1.6. The presence of which on the Site causes or threatens to cause a nuisance upon the Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Site; or
- 1.7. The presence of which on adjacent properties could constitute a trespass by CONTRACTOR or CITY.

2. “Underground Storage Tank” shall have the definition assigned to that term by RCRA §9001, 42 USC §6991, and also shall include:

- 2.1. Any tank of 1,100 gallons or less capacity used for storing motor fuel;
- 2.2. Any tank used for storing heating oil for consumption on the premises where stored;
- 2.3. Any septic tank; and any pipes connected to items A.2.1-A.2.3.

3. “Environmental Requirements” means all Applicable Laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders and similar items of all federal, state or local governmental agencies or other instrumentalities and all applicable judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation:

- 3.1. All requirements, including but not limited to, those pertaining to reporting,

licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials into the air, surface water, ground water or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; and

3.2. All requirements pertaining to the protection of the health and safety of employees or the public.

4. **“Environmental Damages”** means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, including, without limitation, attorney's fees, which are incurred at any time as a result of the existence of Hazardous Materials upon, about or beneath the Site or migrating or threatening to migrate to or from the Site, and including, without limitation:

4.1. Damages for personal injury, or injury to property or to natural resources occurring upon or off the Site;

4.2. Fees incurred for the services of attorneys, consultants, CONTRACTOR, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements; and

4.3. Liability to any third party or governmental agency or political subdivision to indemnify such party, agency or political subdivision for costs expended in connection with the items listed in subparagraph A.4.2.

5. **“Environmental Conditions”** means collectively, Hazardous Materials and Underground Storage Tanks existing on the Site and not brought there by CONTRACTOR or any Subcontractor.

B. Investigation of Site.

1. Upon written notice from CITY, CONTRACTOR shall prepare for approval and execution by CITY, one or more contracts (“Environmental Contracts”) with suitably qualified consultants and/or engineers (“Environmental Engineers”), for purposes of performing an investigation and analysis of the Site prior to demolition and excavation activities, to determine the presence of any Environmental Conditions on, in or under the Site. The Environmental Contracts shall provide for a commercially reasonable scope of investigation approved by CITY, and may provide for conducting the investigation and testing in phases acceptable to CITY. The Environmental Contracts shall also provide that the Environmental Engineers shall begin their tests and inspections at the Site as soon as CITY is able to arrange access to the Site, or any portions thereof, for such purposes. The Environmental Contracts shall provide that CONTRACTOR, acting as agent of CITY, shall coordinate the activities of the Environmental Engineers.

2. The Environmental Contracts shall provide that the Environmental Engineers shall prepare such reports, feasibility studies and remedial plans (“Environmental Assessments”) as may be reasonably necessary in order to identify and explain the quantity, scope and nature of the Environmental Conditions found to exist at the Site. The Environmental Assessments shall contain a detailed analysis of the Environmental Conditions discovered, and the actions (“Remedial Actions”) required for the response, removal, cleanup or remediation of such Environmental Conditions (i) which are

required by Environmental Requirements, or (ii) which are reasonably necessary to mitigate Environmental Damages.

3. The Environmental Contracts shall provide that the Environmental Engineers shall promptly provide CITY and CONTRACTOR with a copy of each Environmental Assessment, together with any other reports and test results generated pursuant to the Environmental Contracts. CONTRACTOR shall, promptly after receipt of the foregoing matters from the Environmental Engineers, prepare and submit to CITY a written report setting forth CONTRACTOR's understanding of whether and to what extent any recommended Remedial Actions may result in an amendment to the Schedule and the progress of the Work.
4. The Environmental Contracts shall provide that it shall be the responsibility of the Environmental Engineers to give any necessary notice to the appropriate regulatory agency or agencies of the presence of any Environmental Conditions; to pursue all necessary negotiations with such agencies concerning preparation and approval of a plan for clean-up to the extent required; and to obtain all necessary permits to perform any Remedial Actions.

C. Remedial Actions.

1. If so instructed by CITY, based upon the results of the Environmental Assessments, CONTRACTOR shall, as agent for CITY, obtain bids from remediation contractors ("Remediation Contractors") suitably qualified and approved by CITY, to perform the Remedial Actions selected by CITY and shall submit such bids to CITY, together with CONTRACTOR's recommendation of the Remediation Contractor(s) to be retained. If CITY elects to go forward with all or any portion of the Remedial Actions covered by the bids submitted, CITY will so advise CONTRACTOR in a written notice on or before the date which is sixty (60) Days after receipt of the foregoing matters from CONTRACTOR. Promptly after receipt of such notice, CONTRACTOR shall prepare for CITY's execution remediation contracts ("Remediation Contracts") with the Remediation Contractors identified in such notice.
2. CONTRACTOR, as agent for CITY, shall be responsible for coordinating the work and services performed by the Remediation Contractors, and coordinating such remediation work with the Work.
3. If in the course of performance of the Work, CONTRACTOR encounters on the Site any Hazardous Materials not previously disclosed and remediated by the Environmental Engineers or the Remediation Contractors, CONTRACTOR shall immediately suspend the Work in the area affected and promptly thereafter report the condition to CITY.

D. Payments: Liability of CONTRACTOR.

1. All payments due under the Environmental Contracts and the Remediation Contracts shall be made by CITY directly to the Environmental Engineers and the Remediation Contractors. Such payments will be based on requisitions, which requisitions shall be approved by CONTRACTOR prior to submission to CITY.
2. All payments due under the Environmental Contracts, the Remediation Contracts and for Environmental Damages, shall not be a part of the GMP, and shall be the sole responsibility of CITY, except as expressly provided otherwise in Section 5 hereof.
3. It is understood and agreed that with respect to any Environmental Conditions existing on the Site, CONTRACTOR is not, and shall not be deemed to be, a generator, arranger, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any

such Environmental Conditions. It is understood and agreed that CONTRACTOR shall have no right to direct the means or methods of performance of any Environmental Engineer or Remediation Contractor.

4. CITY shall indemnify, defend and hold harmless CONTRACTOR, from and against any Environmental Damages asserted against or sustained by CONTRACTOR as a result of CONTRACTOR being deemed or determined to be a generator, arranger, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions.

E. Environmental Responsibilities of CONTRACTOR.

1. CITY acknowledges and agrees that CONTRACTOR shall not commence or continue any demolition or construction activities on any portion of the Site on or in which Remedial Actions are to be performed until such Remedial Actions are to the point where construction activities will not interfere with such Remedial Actions, as evidenced by appropriate certification by the applicable Environmental Engineer and/or Remediation CONTRACTOR and any required approval of any applicable government agency. CONTRACTOR agrees to use good faith diligent efforts to adjust and reschedule its activities at the Site so as to minimize, to the extent reasonably practical, the adverse effect on the progress of the Work resulting from any Remedial Actions.
2. CONTRACTOR shall not bring Hazardous Materials to the Site, and shall not include Hazardous Materials in any construction materials, unless permitted by Environmental Requirements. CONTRACTOR shall comply, and shall cause all Subcontractors to comply, with all Environmental Requirements regarding the generation, handling, storage, treatment and disposal of Hazardous Materials.
3. CONTRACTOR shall indemnify, defend and hold harmless the Indemnified Parties from and against any Environmental Damages asserted against or sustained by such parties as a result of any Environmental Conditions caused or created by CONTRACTOR or any Subcontractor, or of any violation by CONTRACTOR or the Subcontractors, of any Environmental Requirement arising out of the performance of the Work.

END OF EXHIBIT E-HAZARDOUS MATERIALS

EXHIBIT F - IN LIEU OF SECURITIES ESCROW AGREEMENT

(Form of agreement follows this page)

(Use is optional by CONTRACTOR)

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
(Project: UTILITY EXPLORATION CENTER EXHIBIT FABRICATION AND INSTALLATION)

THIS ESCROW AGREEMENT is made and entered into on this ____ day of _____, 20__
by and between the:

CITY of Roseville, whose address is:
311 Vernon Street
Roseville, CA 95678

(hereinafter called "CITY"); and

_____, whose address is:

(hereinafter called "CONTRACTOR"); and

_____, whose address is:

(hereinafter called "ESCROW AGENT").

For the consideration hereinafter set forth, CITY, CONTRACTOR, and ESCROW AGENT agree
as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California,
CONTRACTOR has the option to deposit securities, subject to prior approval of CITY, with ESCROW
AGENT, as a substitute for retention earnings required to be withheld by CITY pursuant to the contract
for public works entered into between the CITY and CONTRACTOR for the Project in the amount of

_____ dollars

(\$_____) dated _____, (hereinafter referred to as the "Contract").

Alternatively, on written request of CONTRACTOR, CITY shall make payments of the retention
earnings directly to the ESCROW AGENT.

When CONTRACTOR deposits the securities as a substitute for Contract earnings, the ESCROW
AGENT shall notify CITY within ten (10) days of the deposit. The market value of the securities at the

time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between CITY and CONTRACTOR. Securities shall be held in the name of ESCROW AGENT, and shall designate CONTRACTOR as the beneficial owner, and shall be limited to those types of acceptable securities as described in Public Contract Code Section 22300.

2. CITY shall make progress payments to CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that ESCROW AGENT holds securities in the form and amount specified above.

3. When CITY makes payment of retentions earned directly to ESCROW AGENT, ESCROW AGENT shall hold them for the benefit of CONTRACTOR until the time that the escrow created under this Agreement is terminated. CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when CITY pays ESCROW AGENT directly.

4. CONTRACTOR shall be responsible for paying all fees for the expenses incurred by ESCROW AGENT in administering the Escrow Account and all expenses of CITY. These expenses and payment terms shall be determined by CITY, CONTRACTOR, and ESCROW AGENT.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earning on that interest shall be for the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to CITY.

6. CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to ESCROW AGENT accompanied by written authorization from CITY to ESCROW AGENT that CITY consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

7. CITY shall have a right to draw upon the securities in the event of default by CONTRACTOR. Upon seven (7) days' written notice to ESCROW AGENT from CITY of the default, ESCROW AGENT shall immediately convert the securities to cash and shall distribute the cash as instructed by CITY.

8. Only upon receipt of written notification from CITY certifying that the Contract is final and complete, and that CONTRACTOR has complied with all requirements and procedures applicable to the Contract, ESCROW AGENT shall release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. ESCROW AGENT shall rely on the written notifications from CITY and CONTRACTOR pursuant to Sections (5) to (8), inclusive, of this Agreement and CONTRACTOR shall hold ESCROW AGENT harmless from ESCROW AGENT's release and disbursement of the securities and interest as set forth above.

10. The parties hereto mutually agree that this Agreement is substantially similar to the form under Public Contracts Code Section 22300.

11. The names of the persons who are authorized to give written notice or to receive written notice on behalf of CITY and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of CITY:

Title

Name

Signature

Address

On behalf of CONTRACTOR:

Title

Name

Signature

Address

On behalf of ESCROW AGENT:

Title

Name

Signature

Address

12. At the time the Escrow Account is opened, CITY and CONTRACTOR shall deliver to ESCROW AGENT a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attestation by its City Clerk under the authority of Resolution No. 87-141, adopted by the Council of the City of Roseville on the 5th day of August, 1987, and CONTRACTOR and ESCROW AGENT have authorized the execution of this Agreement.

CITY OF ROSEVILLE, a
municipal corporation:

CONTRACTOR:

_____, a

BY: _____
DOMINICK CASEY

BY: _____

City Manager

its:_____ and

ATTEST:

BY:_____

BY:_____

CARMEN AVALOS

its:_____

City Clerk

ESCROW AGENT:

APPROVED AS TO FORM:

BY:_____

its:_____

BY:_____

and

MICHELLE SHEIDENBERGER

City Attorney

BY:_____

its:_____ APPROVED AS TO SUBSTANCE:

BY:_____ DENNIS KAUFFMAN

Chief Financial Officer

ACKNOWLEDGED BY ADMINISTERING DEPARTMENT

BY:_____

END OF DOCUMENT-IN LIEU OF SECURITIES ESCROW AGREEMENT

EXHIBIT G - BOND FORMS

There are three (3) bond forms that constitute Exhibit G following this index sheet.

1. Performance Bond
2. Labor and Material Bond
3. Warranty Bond

Bond No.	_____
Premium \$	_____

PUBLIC WORKS FAITHFUL PERFORMANCE BOND

(Project: _____)

WHEREAS, the City of Roseville ("CITY") has awarded a bid and contract to _____
as contractor ("PRINCIPAL") for the public work described as _____
_____ (the "WORK"). The
contract ("AGREEMENT"), for the public work described above, and all of its terms and
conditions are incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT
guaranteeing its faithful performance; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____
_____, a _____, admitted
and duly authorized to transact business under the laws of the State of California, as SURETY
("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum
of _____
dollars (\$_____) (which amount is not less than 100% of the AGREEMENT
price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly
to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns
jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, or its heirs, executors,
administrators, successors or assigns, shall abide by, and in all respects promptly and faithfully
perform the covenants, conditions and provisions in said AGREEMENT and any alteration
thereof made as therein provided, notice of which alterations to Surety being hereby waived, on
its part to be kept and performed at the time and in the manner therein specified, and in all
respects according to their true intent and meaning, and shall indemnify and save harmless
CITY, its officers, agents, employees, volunteers as therein stipulated, then this obligation shall
be null and void; otherwise, this obligation shall be and remain in full force and effect.

As condition precedent to the satisfactory completion of the contract, the obligation of the
PRINCIPAL and SURETY under this Bond shall remain in effect for a period of one (1) year
after the completion and acceptance of the WORK. During that time, if the PRINCIPAL, its
heirs, executors, administrators, successors or assigns fails to make full, complete and
satisfactory repair and replacement or totally protect the CITY from any loss or damage made
evident during that year which results from or is caused by either defective materials or faulty
workmanship in the prosecution of the WORK, then the obligation shall remain in full force and
effect. However, anything in this paragraph to the contrary notwithstanding, the obligation of the

SURETY shall continue so long as any obligation of the PRINCIPAL remains.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

Whenever PRINCIPAL shall be and declared by CITY to be in default under the AGREEMENT, SURETY shall promptly remedy the default, or shall promptly do one of the follow at CITY's election:

1. Undertake through its agents or independent contractors, reasonably acceptable to CITY, to complete the AGREEMENT in accordance with its terms and conditions and to pay and perform all obligations of PRINCIPAL under the AGREEMENT, including without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages.
2. Reimburse CITY for all costs CITY incurs in completing the AGREEMENT, and in correcting, repairing or replacing defects in materials or workmanship and/or materials and workmanship which do not conform to the specifications in the AGREEMENT.

SURETY's obligations hereunder are independent of the obligations of any other surety for the performance of the AGREEMENT, and suit may be brought against SURETY and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing CITY's rights against the others.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CITY or its successors or assigns.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

[SIGNATURES NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been duly executed by the
PRINCIPAL and SURETY above-named, on the _____ day of _____, 20
_____.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

*(Notarization by Surety and copy of Power of
Attorney required.)*

APPROVED AS TO FORM:

BY: _____

City Attorney

****END OF DOCUMENT – PERFORMANCE BOND****

Bond No.	_____
Premium \$	_____

PUBLIC WORKS LABOR AND MATERIALS PAYMENT BOND

(Project: _____)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____
as contractor ("PRINCIPAL"), for the public work described as _____ (the "WORK"). The
contract ("AGREEMENT"), for the public work described above, and all of its terms and conditions are
incorporated by reference and made a part hereof; and

WHEREAS, the PRINCIPAL is required to furnish a bond in connection with the AGREEMENT
guaranteeing payment of persons who provide labor and material; and

NOW, THEREFORE, we the undersigned PRINCIPAL and _____
_____, a _____, admitted
and duly authorized to transact business under the laws of the State of California, as SURETY
("SURETY"), are held and firmly bound unto the CITY or its successors and assigns in the sum
of _____
dollars (\$_____) (which amount is not less than 100% of the AGREEMENT
price) to be paid to the CITY or its successors and assigns; and for which payment, well and truly
to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns
jointly and severally, firmly by these presents.

The condition of the obligation is such that if the PRINCIPAL, its subcontractors, heirs,
executors, administrators, successors or assigns fails to pay any of the persons named in
Section 8004 or 9100 of the Civil Code of the State of California, or the amounts due under the
Unemployment Insurance Code of the State of California, or any amounts required to be
deducted, withheld and paid over to the Employment Development Department from the wages
of employees of the PRINCIPAL and its subcontractors pursuant to Section 13020 of the
Unemployment Insurance Code, with respect to work or labor performed by any such claimant,
that the SURETY will pay for the same, in an amount not exceeding the sum specified in this
bond, and also, in case suit is brought upon the bond, shall pay reasonable attorneys' fees, to be
fixed by the Court.

This bond shall inure to the benefit of any and all persons, companies, and corporations
entitled to file a Stop Payment Notice pursuant to the provisions of Section 9350 et seq. of the
Civil Code of the State of California, so as to give a right of action to them or their assigns in any
suit brought upon this bond.

No prepayment or delay in payments, and no change, extension, addition or alteration of any provision of the AGREEMENT or in the specifications agreed to between the PRINCIPAL and the CITY, or any forbearance on the part of the CITY shall operate to relieve the SURETY. The SURETY hereby waives the provisions of Section 2819 of the California Civil Code. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. If the contract price increases by the issuance of change orders, the amount specified in this bond shall increase by the same amount.

As part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the _____ day of _____, 20__.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

*(Notarization by Surety and copy
of Power of Attorney required.)*

APPROVED AS TO FORM:

BY: _____

City Attorney

END OF DOCUMENT – LABOR AND MATERIALS BOND

Bond No. _____
Premium \$ _____

MAINTENANCE BOND GUARANTEE AND WARRANTY SECURITY

(Project: _____)

WHEREAS, the City of Roseville ("CITY") and _____

_____ ("PRINCIPAL") have entered into a _____
(AGREEMENT") by which PRINCIPAL agrees to install and complete certain
designated public improvements and to guarantee and warrant the work for a period of one
year following its completion and acceptance, which agreement, dated _____,
20____, and identified as _____

(Name of Project)

is hereby referred to and made a part hereof; and

WHEREAS, said PRINCIPAL is required under the terms of said AGREEMENT to
furnish a bond to guarantee and warrant the work for a period of one year following its
completion and acceptance against any defective work or labor done, or defective materials
furnished, to comply with the terms of said AGREEMENT; and

NOW, THEREFORE, we, the PRINCIPAL and _____
a _____, admitted and duly authorized to transact business
under the laws of the State of California, as Surety ("SURETY"), are held and firmly bound unto
the CITY in the penal sum of _____ dollars
(\$ _____), lawful money of the United States, for the payment of
which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and
administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the PRINCIPAL, his or its heirs, executors,
administrators, successors or assigns, shall abide by, and in all respects perform the covenants,
conditions and provisions in said AGREEMENT and any alteration thereof made as therein
provided, on his or its part to be kept and performed at the time and in the manner therein
specified, and in all respects according to their true intent and meaning, and shall indemnify and
save harmless CITY, its officers, agents and employees, as therein stipulated, then this
obligation shall be null and void; otherwise, this obligation shall be and remain in full force and
effect.

As part of the obligation secured hereby and in addition to the face amount specified
therefore, there shall be included costs and reasonable expenses and fees, including
reasonable attorneys' fees, incurred by CITY in successfully enforcing such obligation, all to be
taxed as costs and included in any judgment rendered.

The SURETY hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect SURETY'S obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The SURETY waives all rights of subrogation against the CITY or any person employed by the CITY. The SURETY hereby waives the provisions of Section 2819 of the Civil Code.

IN WITNESS WHEREOF, this instrument has been duly executed by the PRINCIPAL and SURETY above-named, on the _____ day of _____, 20__.

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

*(Notarization by Surety and copy of
Power of Attorney required.)*

APPROVED AS TO FORM:

BY: _____
City Attorney

END OF DOCUMENT – MAINTENANCE BOND GUARANTEE AND WARRANTY SECURITY

EXHIBIT H - COMPLETION TIMES AND LIQUIDATED DAMAGES
UTILITY EXPLORATION CENTER EXHIBIT FABRICATION AND INSTALLATION

A. Times Allowed for Completion

In accordance with the provisions of Article 7.2 - Contract Time, the following milestone completions, completion periods, substantial completion and final completion contract times shall be completed within the number of consecutive calendar days from the date established in the Notice to Proceed for the commencement of Contract Time:

Table H.1 – Times Allowed for Completion of Each Project Milestone

Contractual Completion Event	Completion Time (Number of calendar days from Notice to Proceed Date)
Final Completion	310

The requirements for Substantial Completion are set for the in Article 8.13 of the Agreement.

B. Damages for Delays

In accordance with the provisions of Article 7-TIME AND PROGRESS OF WORK for the period of time that any portion of the Work remains unfinished after the time fixed in above Table H-1: Times Allowed for Completion of Each Project Milestone, as modified by extensions of time granted by the Owner, it is understood and agreed by the Contractor and the Owner that the Contractor shall pay the Owner the liquidated damages listed below.

Table H-2: Daily Liquidated Damages for Non-Completion of Each Project Milestone

Contractual Completion Event	Daily Liquidated Damages
Final Completion	\$500.00

EXHIBIT I - REQUEST FOR PROPOSALS



**CONTRACT DOCUMENTS FOR
UTILITY EXPLORATION CENTER EXHIBIT FABRICATION
AND INSTALLATION**

**VOLUME 1 OF 7:
REQUEST FOR PROPOSALS (RFP #08-106)**

INCLUDING:
Proposal Selection Process, Instructions,
Requirements and Forms

DUE: November ~~14~~ 21, 2022 at 3:00 PM

DELIVER TO:
City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678
OR
Email: cityclerkroseville@roseville.ca.us

CITY OF ROSEVILLE

****NOTICE FOR PROPOSALS****

RFP #08-106

NOTICE IS HEREBY GIVEN that proposals for the **Utility Exploration Center Exhibit Fabrication and Installation Project** will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA, 95678** or submitted via electronic mail to cityclerkroseville@roseville.ca.us, until 3:00 p.m., **November 14 21, 2022**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected consultant. 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.

10/12/2022

Date



Rana Moore, Associate Engineer
Environmental Utilities

****IMPORTANT – RFP DELIVERY****

The City is not responsible for misdelivered proposals, and the proposer is strictly liable for its chosen method of delivery. It is the proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal which does not actually arrive in the City Clerk's Office by the RFP due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

Your proposal **MUST** be addressed and delivered as follows:

**City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678**

The proposer is also directed to include the attached "Sealed Proposal" label on the outside of the package or envelope, so that it is visible when delivered to the City.

Or emailed to:
cityclerkroseville@roseville.ca.us

Note: Attachments to email submissions are limited to 25 megabytes.

CITY OF ROSEVILLE

****PREVAILING WAGE NOTIFICATION****

This is a prevailing wage project. Accordingly, all prevailing wage and fair employment laws and regulations shall be adhered to. For prevailing wage contracts over \$25,000.00, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the Department of Industrial Relations and/or the following website address:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>

CITY OF ROSEVILLE

****DEPARTMENT OF INDUSTRIAL RELATIONS** **CONTRACTOR REGISTRATION****

No contractor or subcontractor may be listed on a Proposal for or work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. The Contractor shall provide proof of current registration with the Department of Industrial Relations for both itself and all listed subcontractors with their Proposal. The Contractor is hereby notified that this Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

<https://www.dir.ca.gov/Public-Works/Contractor-Registration.html>

**RFP #08-106, UTILITY EXPLORATION CENTER EXHIBIT
FABRICATION AND INSTALLATION**

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CITY OF ROSEVILLE ENVIRONMENTAL UTILITIES

RFP FOR UTILITY EXPLORATION CENTER EXHIBIT FABRICATION AND INSTALLATION

1.0 INTRODUCTION

The City of Roseville (hereinafter “City”), is soliciting proposals for the Utility Exploration Center Exhibit Fabrication and Installation Project (hereinafter “UEC”). This will be a competitive negotiation process. Qualified individuals, firms, contractors, consultants or entities (hereinafter “Consultant(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 UEC is an environmental learning center operated by the City of Roseville’s municipal utilities. This solicitation is for services to fabricate and install exhibits associated with the UEC, as the exhibits have not had a major overhaul since the Center opened in 2008.

The City supplies electric, water, wastewater, solid waste, recycled water, and stormwater services to Roseville residents. Provided under the umbrella of two City departments; Roseville Electric Utility and Environmental Utilities – these services have played an important role in the positive growth of the City. In January 2008, the City took their commitment to enhancing the quality of life for Roseville residents and businesses a step further by opening and jointly operating the Roseville Utility Exploration Center, a regional learning center committed to teaching sustainability in the home, school and community.

Since 2008, the UEC has served over 600,000 program participants through facilitated school tours, visitor center permanent and changing exhibits, special events, green living workshops, and outreach programs. The UEC’s mission is “to inspire stewardship of resources in everyday life by sharing the interconnectedness between utilities, customers, community and planet.” The Center’s vision is that “Roseville residents are amazed and inspired by what their utilities do every day. They see themselves as full partners in the safe and effective operation of the systems and services that support their health and quality of life.”

The UEC has a primary focus on Roseville, but also provides information to a regional constituency. Its target audiences for the exhibits are multi-generational families, school children, and rate payers seeking to understand utility services and programs.

1.2 CITY OVERVIEW

The City of Roseville is an incorporated city with a population of more than 145,000 residents, located in Placer County off of Interstate 80, approximately 16 miles northeast of Sacramento, California. The City of Roseville is a Charter city operating under the City Council/City Manager form of government.

1.3 PROJECT LOCATION

The UEC is located with the Martha Riley Library at 1501 Pleasant Grove Blvd, Roseville, CA 95747.

1.4 SCOPE OVERVIEW

The work includes, but is not limited to Production of Construction Documents, Permitting, and Construction of a new set of exhibits for the UEC. The services at the UEC will update approximately 3,200 sq.ft. of space, in addition to a media wall.

The Notice to Proceed is projected to be issued by February 22, 2023.

1.5 TENTATIVE SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Pre-Proposal, 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.

Table 1: Tentative Schedule

Event	Date
RFP Released by the City	10/12/22
Pre-Proposal Conference (Attend Online) 10AM	10/25/22
Deadline for Final Questions	11/4/22
Proposal Submission Deadline 3PM	11/14/22 11/21/22
Anticipated Contractor Interviews as needed	12/5/22 – 12/9/22
Anticipated Contract Negotiations	12/12/22 – 12/16/22
Anticipated Contract Approval by City Council	2/15/2023
Anticipated Notice to Proceed	2/22/2023
Anticipated Final Completion	12/31/23

1.6 PROPOSAL SUBMITTAL

RFP proposal submittals may be delivered to the Office of the City Clerk, Civic Center, 311 Vernon St., Roseville, CA 95678 via common carrier, hand delivered, **or** submitted via electronic mail to cityclerkroseville@roseville.ca.us by the specified proposal due date and time. Complete and attach the “Sealed Proposal” label to the outside of the proposal packaging if delivering or hand carrying a hard copy of the proposal, so it is visible to the City Clerk.

If submitting a proposal via electronic mail, then include the RFP title and RFP number in the subject line of the email. NOTE: The maximum file size for attachments is 25 megabytes.

1.7 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 via [PublicPurchase.com](https://www.roseville.ca.us/business/procurement_services/bids_rfps) by no later than November 4th, 2022 at 5pm.

A link to the RFP on Public Purchase can be found on the City's website at:

https://www.roseville.ca.us/business/procurement_services/bids_rfps

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

All addenda for this RFP will be distributed through [PublicPurchase.com](https://www.roseville.ca.us/business/procurement_services/bids_rfps) to proposers who have registered with PublicPurchase.com and who have downloaded the RFP. Additionally, the Notice of Intent to Award will be posted on PublicPurchase.com. **It is the proposer's sole responsibility to monitor PublicPurchase.com for possible addenda to this RFP and for the Notice of Intent to Award.** Failure of proposer to retrieve addenda or the Notice of Intent to Award from PublicPurchase.com shall not relieve him/her of the requirements contained therein or the timelines associated therewith. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

1.8 CALIFORNIA SECRETARY OF STATE REGISTRATION

The City requires all corporations, limited liability companies and limited partnerships to be registered to do business in the State of California. On a separate sheet of paper, please include a screenshot of your "ACTIVE" status with your proposal submittal (in Tab G), which can be obtained by accessing this link: <https://bizfileonline.sos.ca.gov/search/business>. All proposers must be registered with the Secretary of State or have a valid exemption by the time of award.

2.0 AVAILABLE INFORMATION

2.1 CONTRACT DOCUMENTS

The Contract Documents consist of:

- VOLUME 1 – Request for Proposals (this document) and all of the required forms and attachments.
- VOLUME 2 – Sample Agreement (Contract)
- VOLUME 3 – Content Manual
- VOLUME 4 – Design Book
- VOLUME 5 – Graphics Package

- VOLUME 6 – Component Lists
- VOLUME 7 - Cutsheets

Any Proposer planning to submit a Proposal, is responsible for examining with appropriate care, the complete Contract Documents and all Addenda, and is also responsible for informing themselves with respect to all conditions, which might in any way affect the cost or the performance of the Work. Failure to do so will be at the sole risk of the Proposer, and no relief shall be given for errors or omissions by the Proposer. The submission of a Proposal shall constitute an acknowledgment upon which City shall rely on as a confirmation that the Proposer has thoroughly examined and is familiar with the Contract Documents and that the Proposer has waived any objections or contentions regarding the Contract Documents and/or the Proposal submission requirements. The failure or neglect of a Proposer to receive or examine any of the Contract Documents shall in no way relieve it from any obligation with respect to its Proposal or to the Agreement. No claim for additional compensation will be allowed which is based upon a lack of knowledge of any Contract Documents.

2.2 SUPPLEMENTAL INFORMATION

Supplemental information that is available includes:

- Mahany Library and Utility Education Center As-Built – January 16, 2006

3.0 OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference has been scheduled for Tuesday, **October 25th, 2022 at 10am** via a Microsoft Teams video call. Below are instructions for connecting to this conference either through your computer or telephone.

- **Computer link:** Copy the below link into your internet browser.

[Click here to join the meeting](https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGE0YjM3ZjQtZDE5S000TkYLTThiMGMtNzllMGUyOTY5YzFm%40thread.v2/0?context=%7b%22Tid%22%3a%22446c7c35-e59d-4e53-84df-3832018aec5a%22%2c%22Oid%22%3a%22c685cc1d-1464-49ab-8428-d44cc4d4666f%22%7d)

https://teams.microsoft.com/l/meetup-join/19%3ameeting_OGE0YjM3ZjQtZDE5S000TkYLTThiMGMtNzllMGUyOTY5YzFm%40thread.v2/0?context=%7b%22Tid%22%3a%22446c7c35-e59d-4e53-84df-3832018aec5a%22%2c%22Oid%22%3a%22c685cc1d-1464-49ab-8428-d44cc4d4666f%22%7d

The Microsoft Teams app does not need to be installed on the connecting computer as you will be presented an option to join using a web browser or the application.

- **Telephone: 1 213-282-6642**
- **Conference ID: 751 625 637#**

The City will be sharing a PowerPoint Presentation on the screen share of Microsoft Teams, therefore it is recommended that Potential Proposers connect via a computer if possible.

During the conference, potential proposers will have an opportunity to ask questions regarding the scope of the project or requirements of this RFP. To make the meeting more effective for all participants, attendees are strongly encouraged to review the RFP and associated documents prior to the meeting.

Substantial clarifications or changes required as a result of the meeting will be issued as an addendum to the RFP. A list of attendees will be distributed upon request.

4.0 SCOPE OF SERVICES

4.1 PROJECT OBJECTIVES

One of the City's strategic goals is to Support Community Engagement and Advocacy. This project supports that goal by updating the UEC to better educate and inform city residents about the City of Roseville Utilities and how they can individually make their community a better place. Additionally, the City has some specific objectives for the successful execution of the Utility Exploration Center Exhibit Fabrication and Installation Project.

1. Minimize impacts to library staff and visitors. Provide clear communications with project schedules and requirements. Provide information and answer library staff questions.
2. Minimize shutdown time of UEC by completing majority of fabrication offsite.
3. Streamline construction process by creating a teaming relationship with the Contractor through a Design-Assist contracting arrangement.

4.2 DESIGN-ASSIST

Design-assist is a project delivery method in which the construction team is engaged by the City to collaborate with the City hired Designer during the previously concluded design phase. It is intended to reduce the cost and time for construction, improve constructability and add value. This teaming arrangement is being implemented to fully capitalize on the strengths of all parties, detect and resolve constructability issues, identify and consider more efficient construction methods, and reduce change orders.

The Contractor is a Design-Assist Team member with responsibility to complete the following design assist activities, including development of Construction Plan Set, demolition and removal of existing exhibits (add-alternative), and fabrication, shipping, and installation of new exhibits.

Note that the Contractor's Engineer is the entity professionally responsible for the design and code compliance of the Project. City acknowledges that the Designer is not an architect or engineer. The Designer's review of or input for any design documents, or Designer's recommendation for any design concepts, is made solely in Designer's capacity as a designer and not as a licensed design professional. Designer is not responsible for any errors in the Engineer's design or failure of the design to comply with applicable laws, codes, rules and regulations, or lawful orders of public authorities.

4.3 TASK BREAKDOWN

Note that the scope of work is written to include Add-Alternatives (Add-Alt), which are items of work that may be awarded as part of the contract depending upon budget. Refer to Attachment 4 Guaranteed Maximum Price, Cost of Work and Fee for further information on which items are considered Add-Alts.

Task 1 – Pre-Construction:

Pre-Construction shall include, at a minimum:

- Conduct a constructability review of the Final Design Submittal Drawings and Specifications.
- Identify cost savings, added value alternative design, and construction solutions.
- Participate in a cooperative partnership relationship with City and Designer to develop a comprehensive construction plan that minimizes project risk and meets City's project objectives
- Develop the Project execution and management plan, including Project schedule.
- Based on the minimum requirements for the exhibit described in the plans and specifications provided with this RFP, develop the Construction Plan Set (including preparing and submitting intermediate design review packages as defined herein) and value-engineering activities in conjunction with City. It is anticipated that the Contractor is responsible for any design requiring a licensed engineer including but not limited to electrical and structural design.
 - Design shall be developed in a minimum of four submittals as follows:
 - Prototyping - Sample Production, Graphic Proofs, etc.
 - Plan-Check Ready Construction Documents
 - Draft Construction Documents
 - Final Construction Documents
 - A review meeting shall be held with the City for the Plan-Check Ready, Draft, and Final Construction Document submittals. After each submittal, City shall be given 2 weeks to provide review comments for adjudication by Contractor. Subsequent submittals shall include comments received and adjudication status for each comment in a separate review document.
- Apply for and obtain necessary permits as needed to complete the Project. City will pay for the fees associated with the permits required by City of Roseville directly to the permitting agencies.
- Resolve site logistics.

Deliverable shall include, at a minimum:

- Design shall be developed through the following submittals:
 - Prototyping (Sample Production, Graphic Proofs, etc.) – Prototyping may be distributed across the Draft and Final Construction Document Submittals described below.
 - Plan-Check Ready Construction Documents – Floor plans and all elements that require submittal for review by the Building Department and any other required permitting agency. Contractor shall produce as many resubmittals to the Building Department or any other required permitting agency as needed.
 - Draft Construction Documents – Partially complete plans and specifications which depict all project components with the intent to get City input on the design before proceeding with final detailing

- o Final Construction Documents – All comments from the Draft Construction Documents submittal and Building Department review addressed, and documents updated for use in construction.

Task 2 - Construction:

Construction shall include, at a minimum:

- Coordinate with Design-Assist Team and work collaboratively to resolve unforeseen site conditions/complications
- Provide continued value engineering and schedule efficiency input to the Design-Assist Team
- Contractor shall meet with the City’s Representative either in person, via video/online, or conference calls no less than once a week to review the work progress
- All tools and equipment, materials, secure storage, and subcontractors required for the installation
- Secure necessary construction permits and perform permit compliance activities
- Construct the Project in accordance with the Final Construction Documents
- Provide quality control and quality assurance during the construction of the Project
- Conduct startup, commissioning, and performance verification testing for all systems prior to shipment. Provide progress photos and/or video documentation and opportunities for site review by Owner/Designer
- Provide legible, usable project record drawings and specifications conforming to actual facilities constructed
- All Casework per shop drawings
- All exhibit surfaces shall be durable, washable including of pencil and pen markings
- Any separate interpretive panels shall be fabricated to meet or exceed the performance specifications as noted in the drawings and in the Component lists
- All exhibit elements and peripheral items
- Provide access to City of Roseville staff for inspection during fabrication and prior to crating and shipping

Deliverable shall include at a minimum:

- All casework, artwork, connector/fasteners, and all other exhibit elements and peripheral items
- Securely crate and ship work to UEC site for installation. Contractor shall be responsible for replacing all items damaged during shipping
- Contractor shall organize submittal data using the uniform numbering system as used in the design drawings
- Provide a reference and examples explaining numbering system with each submittal

(Add-Alt) Task 3 – Demolition and Space Prep:

Demolition shall include, at a minimum, the following:

- Coordinate with Owner any items to be recouped for future use
- Wherever possible, reuse or recycle elements that are to be removed from the current exhibits
- Removal and proper disposal of all necessary items per Bid Documents, including but not limited to:
 - Removal of select temporary wall systems covering windows
 - Demolish existing trash pile and assess for recyclability
 - Modify existing Customer Service Counter
 - Relocate existing fire extinguisher cabinet
 - Painting
 - Patch and repair walls as necessary

Task 4 – Installation, Inspection, and Final Acceptance:

Installation shall include, at a minimum, the following:

- Ensure exhibits are safely delivered to site free of damage
- Stage all necessary tools and equipment in designated area identified in the site reconnaissance map in preparation for the installation
- Verify facility preparation required in advance of installation is complete
- Prior to installation, cover the floor a durable material (plywood, etc.) such that the floor is protected from heavy equipment and other sources of damage
- House Frame
 - Remove existing graphic panels and assess for potential reuse
 - Detach indicated section of house frame from UEC floor such that it can be relocated to and installed at 116 S. Grant St., and remaining sections can be rotated and re-anchored within UEC. See Bid Documents for detailed plans
 - Transport and install indicated section of house frame at 116 S. Grant St. per Bid Documents
- Install all work per the approved Final Construction Documents
- Install all units with no visible scratching or warping
- Wall hanging assemblies shall be connected to wall studs and/or structural members
- Inspect to ensure all items have been properly installed and are ready for use as designed
- Coordinate all required inspections, and confirm inspections have been completed
- Prepare punchlist of items to be adjusted, repaired, or replaced and submit to City's Representative two days prior to final inspection. Contractor shall be responsible for cost

to repair any damage to the site caused by installation. Repairs must be complete prior to project closeout

Deliverables shall include, at a minimum, the following:

- Maintenance and Operation Manuals per project Specifications
- Provide necessary training to UEC staff on maintenance and repair procedures at a mutually agreed upon time
- “As-installed” drawings
- Punchlist - City Representative and Contractor to review Punchlist on-site

Inspection and Final Acceptance shall include at a minimum:

- Request Final Inspection with City Representative
- Upon issuance of ‘Certificate of Substantial Completion’, Contractor shall submit Final Invoice and any other item required or listed on Punchlist

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 Consultant wishes to include that is not specifically requested should be included in an appendix to the proposal.**

There are two parts to the Proposal. Part 1 is the Proposer’s Technical Proposal and Required Proposal Form Attachments. Part 2 is the Cost Proposal. Part 2 should be submitted in a separate sealed envelope from Part 1. Both sealed envelopes shall be submitted simultaneously before the Proposal submission deadline. If submitting proposals electronically, include two separate attachments identified as Part 1 and Part 2. Note: City Clerk cannot receive emails with file attachments larger than 25 megabytes.

Consultants are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Unauthorized conditions, omissions, limitations or provisions attached to a proposal may render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

If provided via regular mail, the proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

6.1 PART 1 – TECHNICAL PROPOSAL

Cover Letter

Include 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 Consultant will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).

Signature Requirements

The attached Proposer's Certification (**Attachment 1**) shall be executed by an official(s) legally authorized to bind the Consultant 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.

TAB A: General Information (4 pages, or 2 double-sided sheets, max)

1. Describe company's qualifications, unique capabilities and/or strengths in providing the services and/or products similar to this RFP.

- a. Document any awards or accolades Proposer has received for exhibitory. Include name of project, the award or accolade, year received, and awarding organization.
2. Provide the following statistical information:
 - a. Calendar year Firm was founded / years of existence
 - b. Total staff size and breakdown by skill set
 - c. Total square footage of company's facility

TAB B: Firm's Qualifications (8 pages, or 4 double-sided sheets, max)

1. Provide an Organization Chart identifying personnel assigned to this project (name & title/role), and subcontractor(s) (company name & service/task).
2. Provide a brief summary of the role, qualifications and experience of each team member listed on the Organization Chart, and others essential to the successful completion of this project (e.g. lead person, project coordinator/manager, fabrication manager, lead interactive fabricator, etc) including length of service with the firm. All listed and other essential personnel shall have a minimum of five (5) years' experience in their assigned discipline. Full resumes may be included in an appendix if desired.
3. Provide statement of qualifications of sub-contractors.
 - a. Key Sub-Contractor staff and years of experience performing specific task
 - b. Years Contractor and/or company has been in business
 - c. Provide specific materials and/or task sub-contractor will provide/perform on the project
 - d. Provide a written description of the work performed, making clear in what ways it is similar in scope to this Project. In support of this descriptive narrative, provide high quality photographic images to illustrate the work on 8 ½" x 11" pages. Each image should be a minimum of 4" x 4" or the subject matter is clearly discernable. Provide before and after images (if applicable) demonstrating sub-contractor's skills in performing specific task.

TAB C: Experience and References (12 pages, or 6 double-sided sheets, max)

Provide three (3) successfully completed projects demonstrating proposer's qualifications, unique capabilities of delivering a project of similar size and scope as described in this RFP. Examples shall be of similar scale, size, budget, and completed within the past ten (10) years.

Include the following information for each reference project:

1. Project Name
2. Name of the agency, entity, or company for which the project was produced. Include the full name, title, address, phone and email address of the client reference for this Project. Proposer is responsible for ensuring that contact telephone numbers are current and accurate; incorrect or non-operable telephone numbers shall not be considered as meeting this minimum requirement.
3. Provide a written description comparing the work performed in the reference project to the scope of work for this project. Highlight features that are similar to this Project. The descriptive narrative

shall include at least four (4) high quality photographic images to illustrate the similar work on 8 ½” x 11” pages. Each image should be a minimum of 4” x 4” and the subject matter clearly discernible.

4. Summarize the Principal, Key Personnel, and/or Subcontractor(s)’ direct involvement as it relates to items listed below. Example project should list personnel who worked on project and their responsibility. Clearly identify which of these people are assigned to this project as well.
 - a. Project Management
 - b. Fabricator
 - c. Sub-contractors
5. Provide original schedule with target completion dates and actual completion dates.
6. Provide original budget and final cost. If final costs varied from the original budget, explain what changes were made, the reason for such changes, and how the cost for the changes was addressed.

TAB D: Audio, Audiovisual and/or Multimedia Program (4 pages, or 2 double-sided sheets, max)

Provide with Proposal website links which demonstrates your firm or subcontractor’s ability to produce high quality audio-visual and/or other multimedia programs. The sample should be accompanied by a statement of the proposer and/or subcontractor’s direct involvement in producing the audio-visual and/or other multimedia programs, including, however not limited to: video filming, editing, archival photography, storyboarding, script production, narration, and graphics.

TAB E: Project Understanding (4 pages, or 2 double-sided sheets, max)

Based on the available information, supplemental research, field observations, and experience with similar projects, 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 this project. Also identify any unique approaches or strengths that your firm may have related to this project.

TAB F: Contractor’s Project Approach and Plan (6 pages, or 3 double-sided sheets, max)

1. Work Plan

Proposer shall develop a Work Plan and/or Work Schedule for task completion. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made. Note: Schedule may be presented on an 11x17 sheet.

- a. Activities: Discuss each of the activities (including meetings and outreach) you will conduct to achieve the scope, schedule and objectives defined and identified.
- b. Project Personnel: List all major personnel who will be working on the project and their titles and job descriptions.
- c. Facilities and Resources: Explain where the services will be provided.
- d. Travel and Communication Plan: Delineate plan for establishing contacts and travel and regularly scheduled meetings.

- e. Scope and Schedule: Provide a proposed Work Plan based on City of Roseville’s anticipated performance period (see below). Proposer shall develop a work plan for each Key Task, necessary subtask, and specific milestones by which progress can be measured.
- f. Commitment: Describe how your firm and key personnel will be committed to this project to ensure successful completion within the project timeframe. Points will be awarded based upon the level of commitment made, and reasonableness of proposed performance you outline.

Suggested Maximum Calendar Days by Key Task

Key Tasks	Number of Calendar Days
Finalization of Construction Documents & Permitting	100
Fabrication	147
Demolition	7
Site Prep	14
Installation	17
Close-out	5
Soft Opening	14

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 10.23)**
- Proposer’s Certification **(Attachment 1)**

Submit the following documents with proposal:

- Proof of registration with California Secretary of State
- Executed copy of Proposer’s Certification (Attachment 1)
- Executed copy of Non-collusion Declaration (Attachment 8)

TAB H: Exceptions

Describe any and all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract **(Attachment 11)**. 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.

TAB I: Competency of Proposers

The City wants to ensure that the successful Consultants has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner. Please list and explain any pending bankruptcies, liens, stop payment notices, judgments, lawsuits, arbitrations, mediations, foreclosures, and any similar actions filed or

resolved in the past seven (7) years. Please indicate whether a client has ever terminated a contract with your firm for breach, and if so, please explain.

6.2 PART 2 – COST PROPOSAL

TAB J: Cost Proposal

Proposer shall submit all forms and information required as described in Section 6.9 in a separate sealed envelope, container, or e-mail, labeled as “Part 2”. See Section 7 for additional instruction for delivery and labeling.

If submitting digitally, include a statement that the cost proposal has been submitted in a separate PDF document within the email. Do not include any cost information within this tab in the Technical Proposal pdf document.

GUARANTEED MAXIMUM PRICE, COST OF WORK, AND FEE

Contractor must include in their GMP, any work which is not shown on the Design Drawings or outlined in the Technical Specifications but which is necessary or normally required as a part of the Work outlined in the Contract Documents, to provide a complete and fully operable installation. Contractor shall not be able to make any claim to the City for a Change Order, if Contractor does not include the cost of any such work.

Complete **Attachment 4** to provide a total cost proposal for all products and services to be delivered; GMP, breakdown of GMP, schedules of hourly rates, allowance items. Define any reimbursable expenses requested to be paid by the City.

OPTIONAL CONFIDENTIAL ENVELOPE

If a Proposer desires to claim a **privilege against public disclosure** as described in Section 10.23, for a trade secret or other proprietary information, such information must be submitted with the Part 2 Envelope (or container). Seal this statement in a separate envelope, clearly marked “CONFIDENTIAL ENVELOPE”, or submit in a separate PDF document within the email.

7.0 SUBMITTAL INSTRUCTIONS

7.1 Hard Copy or Electronic Copy Submittal

Your submittal package shall include the following:

- **One (1) original and seven (7) printed copies** of your proposal; and
- **One (1) electronic copy** of your proposal in PDF format on CD, flash drive or other electronic media

OR

If submitting your proposal via electronic mail, then send one (1) copy of the proposal to cityclerkroseville@roseville.ca.us.

7.2 Additional Proposal Submittal Requirements

- Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. If mailing the proposal, then it shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel. **Complete and attach the “Sealed Proposal” label to the outside of the envelope or package containing your proposal.**
- Proposals shall be delivered to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Or electronically mailed to: cityclerkroseville@roseville.ca.us

- The City shall not be responsible for proposals delivered to a person or location other than that specified herein.
- Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**
- 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.
- 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).

Tab	Evaluation Category	Maximum Score
	Part 1 – Technical Proposal and Proposal Forms	
A	General Information	30
B	Firm’s Qualifications	50
C	Experience and References	70
D	Audio, Audiovisual, and/or Multimedia Program	50
E	Project Understanding	40
F	Project Plan and Schedule Requirements	60
G	Required Statements	Pass/Fail
H	Exceptions ¹	Pass/Fail

I	Competency of Proposer	Pass/Fail
	Part 1 Maximum Score	300
	Part 2 – Cost Proposal & Optional Interviews	
J	Guaranteed Maximum Price (See scoring details below)	100
	Part 2 Maximum Score	100
	Total Maximum Score Parts 1 and 2	400
	Part 3 (OPTIONAL) Interviews if needed	100
	Total Possible Maximum Score	500

1. A “Pass” rating on Tab H – Exceptions does not mean the City accepts the Proposer’s exceptions to the Contract Documents during the evaluation and scoring.. A “Pass” rating only means the City may be willing to consider the Proposer’s exceptions to the Contract Documents for further review and possible negotiation at any point in time during this procurement process. The City reserves the right to “Fail” a Proposer’s Proposal at any point during this procurement process depending on the quantity, type, severity, etc. of the Proposer’s exceptions to the Contract Documents.

Points Scoring Formulas for Part 2 (Envelope 2) of the Proposal.

The Part 2 scoring will order the Proposals received and score each using the following formulas:

- Total Proposed GMP Score
 - o Lowest GMP receives 80 Points
 - o GMP within 3% of Lowest GMP receives 80 Points
 - o GMP more than 3% and less than or equal to 6% of Lowest GMP receives 60 points
 - o GMP more than 6% and less than or equal to 10% of Lowest GMP receives 40 points
 - o GMP more than 10% and less than or equal to 13% of Lowest GMP receives 20 points
 - o GMP greater than 13% of Lowest GMP receives 0 Points
- Proposed Total Fee Mark-Up for General Overhead & Profit Score = 10 Points x Lowest Fee / Proposer’s Fee
- Proposed Shared Savings = 10 Points x Proposer’s % to Owner / Highest % to Owner

9.0 SELECTION PROCESS

- 9.1 Award of the contract 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 averaged 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. Consultants that have submitted the best and most complete proposals may be invited to an interview. The number of Consultants invited to an interview may vary depending upon the number of proposals submitted.

- 9.3 Should the City elect to conduct interviews with any proposers, the following criteria shall be considered and each proposer ranked by the evaluation panel during the interview process: a) Quality of presentation, b) Ability to meet the City's business goals, c) Communication style.
- 9.4 The City reserves the right to make a selection after review of the proposals without oral interviews; therefore, the proposal should be submitted initially on the most favorable terms that the Consultant might propose.
- 9.5 A contract will be negotiated with the Consultant 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 Consultant considered next best in meeting the City's needs for this particular project.
- 9.6 The selected Consultant will be required to execute a City prepared contract. The contract may further refine the scope of services and will provide for the terms and conditions of employment.
- 9.7 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.
- 9.8 The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Consultant(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 9.9 The City reserves the right to seek clarification on any or all proposal submittals to ensure the RFP specifications are met. Proposals may be rejected from any proposer who does not comply with the City's request for clarification.
- 9.10 Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.
- 9.11 A City of Roseville business license, Business Registration with the California Secretary of State, as well as all applicable permits, licenses and certifications required by local, state or federal law may be obtained after a proposal is submitted, and 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 Consultant will be required to execute an agreement prepared by the City, a sample of which is included as **Attachment 11**.

10.2 Independent Contractor

At all times the Consultant 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 Consultant 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 for services satisfactorily rendered, in the City's sole opinion 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 Consultant 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. Consultants 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 Consultant or the Consultant'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 Consultant has no conflicts of interest, a statement to that effect must be included in the proposal. Violation of this section shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

10.5 Undue Influence

The Consultant shall warrant via an executed Proposer's Certification (**Attachment 1**) 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 Consultant, or from any officer, employee or agent of the Consultant, 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

Consultant submitting proposals shall warrant via an executed Proposer's Certification (**Attachment 1**) 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 consultant and the associated sub-consultants or sub-contractors. Proposers shall also submit a properly completed and executed “Non-collusion Declaration” which is attached as **Attachment 8**.

10.7 Indemnification & Insurance Requirements

The City’s standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment 6**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected Consultant 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 Consultant’s proposal. If a proposer takes exception to the indemnification and insurance requirements, then the nature and scope of the proposed exceptions may negatively affect the evaluation of that proposer’s submittal and the City’s determination of whether it is possible to successfully negotiate a contract with that firm. Submitting exceptions are at the proposer’s own risk.

10.8 Cost of Preparing Proposal

The City will not pay any costs incurred by any Consultant 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 Consultant in response to any RFP. This RFP does not constitute any form of offer to contract.

10.13 Multiple Award

The City reserves the right to award the contract to multiple contractors when applicable.

10.14 Increasing/Decreasing Portions of RFP

The City reserves the right to increase or decrease the amount of any portions of the work represented in the RFP and/or to omit portions of said work, as may be deemed necessary by the City.

10.15 Rejection as Non-Responsive

Proposals may be rejected as non-responsive at the City's sole discretion if there are alterations of form, the proposal is conditional or the proposal is incomplete.

10.16 Modifying RFP

The City reserves the right to modify any portion of, or to postpone or cancel this RFP at any time, and/or reject any and all submissions without indicating any reason.

10.17 No Proposal Accepted

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-consultants

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 Consultant prior to the expiration of that ninety (90) day period.

10.21 Prohibited Transmittals

No telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.

10.22 Proposal Postponement and Amendment

The City reserves the right to revise or amend the RFP or specifications up to the time set for opening of the proposals. Such revisions and amendments, if any, shall be announced by amendments to this RFP through the City's web site. Copies of such amendments shall be furnished to all prospective proposers. Prospective proposers are defined as those proposers who have registered and are on the City's RFP list for this 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 Consultant 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 11**, 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 Consultant 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 Consultant 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 Consultant must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.

10.30 Debarment

Consultant certifies that Consultant, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.

11.0 LIST OF ATTACHMENTS

Attachment 1	PROPOSER’S CERTIFICATION
Attachment 2	ACKNOWLEDGEMENT OF ADDENDA
Attachment 3	SUBCONTRACTORS LIST
Attachment 4	GUARANTEED MAXIMUM PRICE, COST OF WORK, AND FEE
Attachment 5	NO CONFLICT OF INTEREST DECLARATION
Attachment 6	INDEMNIFICATION AND INSURANCE REQUIREMENTS
Attachment 7	PROPRIETARY INFORMATION STATEMENT
Attachment 8	NON-COLLUSION DECLARATION
Attachment 9	CONTRACTOR AND GRANTEE COMPLIANCE WITH ECONOMIC SANCTIONS IMPOSED IN RESPONSE TO RUSSIA’S ACTIONS IN UKRAINE
Attachment 10	PROPOSAL ENVELOPE LABEL
Attachment 11	SAMPLE CONTRACT

Attachment 1 – 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

****END OF ATTACHMENT 1****

Attachment 2 – ACKNOWLEDGEMENT OF ADDENDA

The proposer acknowledges receipt, understanding, and full consideration of the following Addenda:

Table 2.1 – Acknowledgement of Addenda

Addendum Number	Addendum Date	Signature of Proposer

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

****END OF ATTACHMENT 2****

Attachment 3 – SUBCONTRACTOR LIST

In accordance with the Public Contract Code, Part 1, Chapter 4, Subletting and Subcontracting, Contractors must list the name and business address of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or who will specially fabricate and install a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid, or in the case of bids or offers for the construction of streets and highways, including bridges, in excess of one-half of one percent (0.5%) of the prime contractor's total bid or ten thousand dollars (\$10,000) whichever is greater. If subcontractors will not be used, proposer must write "NONE".

Company Name:	
Principal:	
Address:	
Phone:	
Job Capacity:	
Percentage of Total Work:	
CSLB Contractor License Number:	
DIR Registration Number, and Expiration Date:	

Company Name:	
Principal:	
Address:	
Phone:	
Job Capacity:	
Percentage of Total Work:	
CSLB Contractor License Number:	
DIR Registration Number, and Expiration Date:	

Company Name:	
Principal:	
Address:	
Phone:	
Job Capacity:	
Percentage of Total Work:	
CSLB Contractor License Number:	
DIR Registration Number, and Expiration Date:	

Company Name:	
Principal:	
Address:	
Phone:	
Job Capacity:	
Percentage of Total Work:	
CSLB Contractor License Number:	
DIR Registration Number, and Expiration Date:	

Reproduce this page for additional Subcontractors.

****END OF ATTACHMENT 3****

Attachment 4 – GUARANTEED MAXIMUM PRICE, COST OF WORK AND FEE

Utility Exploration Center Exhibit Fabrication and Installation

1.0 TOTAL PROPOSED GUARANTEED MAXIMUM PRICE (GMP)

The undersigned proposes and agrees to contract with the City to perform all of the Work for the Design-Build Construction of the **Utility Exploration Center Exhibit Fabrication and Installation** including subsidiary obligations as defined in the Contract, for a **Guaranteed Maximum Price (“GMP”)** of

_____ dollars (\$_____.00),
U.S. Currency.

Subject to the provisions of this Proposal and the Contract, the costs and expenses which the Contractor may include in the Cost of Work for purposes of determining that aspect of the Contractor’s compensation are as set forth below. The Contractor’s total compensation, including Fee and allowable mark-ups, shall not exceed the GMP.

The GMP may be adjusted by Change Order in accordance with the Agreement.

2.0 BREAKDOWN OF GUARANTEED MAXIMUM PRICE

Proposer provides the breakdown of the Contractor’s GMP by major items of work as shown in **Table 2.1** on the following page. The cost breakdown should sum to a total that equals the GMP given in this Attachment 4 Section 1.0 – Total Proposed Guaranteed Maximum Price. Contractor must include all costs required to complete the work within the scope area items listed.

Note that Add-Alternative (Add-Alt) line items are items of work that may be awarded as part of the contract, depending upon budget.

Bid Template

Roseville Utility Exploration Center Exhibits

Prices are to include costs for project management, CAD/ engineering, graphics management, samples, and maintenance manuals, per line item.		Please provide pricing only in the empty spaces	
		Area base price	Add/Alt price (exclude from base price)
AREA LO	Lobby		
LO.01	Media Wall		
LO.02	Entrance Display		
AREA VS	Visitor services		
VS.01	Welcome desk		
VS.02	Retail space		
VS.03	Lockable storage		
AREA WO	Welcome & orientation		
WO.01	Exhibit intro		
WO.02	Utility map		
	Utility Map tactile base		
WO.03	Window Graphics		
AREA WS	Waste services		
WS.01	Utility intro		
WS.02	Keep it out of the landfill!		
WS.03	Garbage truck cab		
WS.04	Explore waste		
WS.05	Trash sorting interactive		
AREA WA	Water		
WA.01	Utility intro		
WA.02	Water pipe		
WA.03	Curved graphic		
WA.04	Water above, water below		
WA.05	Overhead curved graphic		
AREA WW	Waste Water		
WW.01	Utility intro		
WW.02	Curved graphic		
WW.03	Curved graphic		
WW.04	Curved graphic		
WW.05	Meet the microbes		
WW.06	Recycled water pipe		
AREA ST	Stormwater		
ST.01	Utility intro		
ST.02	Only rain down the storm drain		
ST.03	Roseville's watershed		

AREA RE	Electric		
RE.01	Utility intro		
RE.02	Power on the line		
RE.03	Powering Roseville		
RE.04	Electricity in action		
AREA UH	Utilities in the home		
UH.01	Area intro and house exterior		
UH.02	What's your impact?		
UH.03	Electricity savings		
UH.04	Water savings		
UH.05	Wastewater savings		
UH.06	Waste savings		
UH.07	Stormwater savings		
UH.08	Seating		
AREA TL	Tech lab		
TL.01	Intro signage		
TL.02	Activity stations		
TL.03	Announcement board		
TL.04	Literature rack		
	Project wide costs		
	Samples, Mock-Ups, Prototypes		
	Delivery, installation, and 1 year warranty		
	Demolition and space prep		
	Bonds		
	Lighting - Owner furnished		
	Proposer's Volunteer Allowance Items Total (From Table 4.4)		
	Other (Attach Explanation)		
	Subtotal of Area Base Prices		
	Subtotal of Project wide costs		
	Subtotal of Add/Alts		
Grand Total			

3.0 SCHEDULE OF VALUES

Contractor will be required to submit a complete schedule of values upon selection to facilitate contract negotiation within ten (10) days of notice.

- A. The Schedule of values must include a detailed breakdown of quantities and prices of work and materials required to perform and complete the contract, including Contractor Allowance Items.
- B. The Schedule of Values shall provide a cost breakdown for each element detailed in the approved Construction Schedule. The total of the price breakdown must agree with the GMP. The elements listed and price breakdown shall not be front end loaded or unbalanced, shall be subject to adjustment between the ENGINEER and the CONTRACTOR, and will be used as a basis for progress payments.
- C. Acceptance of the Schedule of values shall not relieve the CONTRACTOR of the responsibility of performing all the work needed to complete the project at the GMP.

Volume 2 – Agreement incorporates additional details and definitions that pertain to the Guaranteed Maximum Price, Fee, and Cost of Work.

4.0 COST OF THE WORK

The term "Cost of Work" means the sum of all costs necessarily incurred and paid by the Contractor for labor, materials, equipment, subcontractors, special services, bonds, liability, workers' compensation and errors and omissions insurance, direct job overhead expenses, taxes and other necessary expenses incurred in the performance of the work, that do not exceed the GMP.

4.1 Hourly Field Labor and Management and Administrative Labor

Table 4.1A: Hourly Rates. Contractor Name: _____

Craft	Classification	Hourly Rate	Overtime Daily /Saturday Rate (1.5 X)	Overtime Sunday /Holiday Rate (2 X)

Craft	Classification	Hourly Rate	Overtime Daily /Saturday Rate (1.5 X)	Overtime Sunday /Holiday Rate (2 X)

Table 4.1B: On-Site Management and Administrative Labor Rates

Management and Administrative Position	Hourly Rate

4.2 Direct Job Overhead Expenses

The Contractor will be paid for the actual cost of job overhead expenses which may include such expenses as office trailers, storage vans, temporary fencing/security, toilets, dumpsters, waste removal, water, utility power, jobsite landline telephone costs, jobsite internet provider costs, reasonable room and board subsistence for employees who live farther than 40 miles from the Work Site or as required by California prevailing wage laws, copy machine, water cooler and any office furniture required for the Work needs, including mobilization and demobilization of same. There will be no warranty reserve.

5.0 PROPOSER'S VOLUNTARY COST ALLOWANCES

The Proposer is allowed to propose allowances for minor portions of the Work. Proposers are limited to a maximum of three (3) proposed allowances and the total amount for all proposed allowances cannot exceed Twenty Thousand Dollars (\$20,000.00).

Each proposed allowance description should be well-defined. There are no scoring points assigned to any proposed allowances, but they may be discussed during the final negotiations with the highest ranked Proposer. Proposers are not required to propose any voluntary allowance item. Allowances shall not be considered for compensation as proposed shared savings as defined in Section 6.0 of this Attachment 4.

The following Proposer's cost allowances and allowance amounts are included in the GMP:

Table 5.1: Proposer's Voluntary Cost Allowances

Item#	Allowance Description	Allowance Amount
1		\$
2		\$
3		\$
	Total of Allowances:	\$

6.0 PROPOSED SHARED SAVINGS

In the event the final Cost of Work, plus the Proposed Total Fee Mark-up for General Overhead and Profit, is less than the GMP, as adjusted by the Change Orders, the undersigned Proposer proposes a sharing of the savings as follows.

_____ % of the savings to the City

_____ % of the savings to the Contractor

Percent of Savings to the contractor must be a minimum of 20% plus the Total Fee Markup percentage for General Overhead and Profit as shown in the Section 1 of this Attachment 4.

“GMP” Savings shall mean the positive difference, if any, when the actual Total Cost of the Work and Fee is subtracted from the GMP; provided, however, that unused Allowance monies, if any, shall not be subject to shared savings.

Should there be savings shared, City will pay the Contractor its share of the savings at the same time as the final retention payment.

7.0 ITEMS NOT INCLUDED IN THE COST OF WORK:

- A. Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices other than the Site, except as specifically provided in this Attachment 4 Table 4.3 On-Site Management and Administrative Labor Rates.
- B. Expenses of Contractor's principal office and offices, other than the Site office.
- C. Contractor's General Overhead and Expenses, except as specifically provided for in the Contract Documents.

- D. The capital expenses of Contractor, including interest on capital employed for the Work and charges to Contractor for delinquent payments.
- E. Hours in excess of fifty (50) hours per week for each full-time assigned supervisory and administrative personnel even if a supervisory or administrative employee works more than fifty (50) hours in a week.
- F. Costs due to correction of Defective Work, disposal of materials or equipment wrongfully supplied, and making good any damage to property.
- G. Costs that would cause the GMP to be exceeded.
- H. Any costs incurred after Owner's Final Acceptance of the Project.

8.0 CONTRACTOR'S FEE MARKUPS

- A. The undersigned Proposer proposes the following mark-up fees for general overhead and profit in the performance of all of the Design-Assist Construction work for the Utility Exploration Center Exhibit Fabrication and Installation Project, as shown in table 4-5.

Table 8.1: Contractor's Fee Mark-up Schedule

Attachment 4 Section	Cost Category	Fee Mark-Ups For General Overhead And Profit
4.1A	Hourly Field Labor	%
4.1B	Management and Administrative Labor	Included in hourly rates
	Materials	%
	Subcontractors	%
4.2	Direct Job Overhead Expenses	%

- B. Based on the above percentages for each cost category, the Proposed Total Fee Markup-for General Overhead and Profit percentage included in the Contractor's GMP is _____%.

****END OF ATTACHMENT 4****

Attachment 5 – NO CONFLICT OF INTEREST DECLARATION

The undersigned proposer certifies 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 Agreement 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 Agreement or any Work to be conducted as a result of this RFP. Violation of these requirements shall be a material breach of the contract entitling the City to any and all remedies by law or in equity.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city],
_____ [state].

(Signature of Declarant)

****END OF ATTACHMENT 5****

Attachment 6 – INDEMNIFICATION AND INSURANCE REQUIREMENTS

The undersigned proposer certifies that they both have the ability to, and agree to fulfill the indemnification and insurance requirements contained in the sample CONTRACT.

Please note that actual certificates of insurance are not required as part of your submittal

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city],
_____ [state].

(Signature of Declarant)

****END OF ATTACHMENT 6****

Attachment 7 – PROPRIETARY INFORMATION STATEMENT

Complete and sign one of the following statements.

No Proprietary Information

Contractor hereby certifies that nothing contained in the submitted Proposal is to be proprietary information.

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Existence of Proprietary Information.

Contractor desires to claim a privilege against public disclosure for a trade secret or other proprietary information.

NAME OF BUSINESS

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

****END OF ATTACHMENT 7****

Attachment 8 – NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

(Signature of Declarant)

****END OF ATTACHMENT 8****

**Attachment 9 – CONTRACTOR AND GRANTEE COMPLIANCE WITH ECONOMIC SANCTIONS
IMPOSED IN RESPONSE TO RUSSIA’S ACTIONS IN UKRAINE**



April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:

Shannon Wiest

4/25/2022

A3035660A19747F

Shannon Wiest

City of Roseville

Purchasing and Warehouse Manager

Attachment 10 – PROPOSAL LABEL

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.	

12.0 ADDITIONAL CONTRACT DOCUMENTS

The following additional contract documents are incorporated by reference here to the Utility Exploration Center Fabrication and Installation Request for Proposals.

VOLUME 2 OF 7 – AGREEMENT

VOLUME 3 OF 7 – CONTENT MANUAL

VOLUME 4 OF 7 – DESIGN BOOK

VOLUME 5 OF 7 – GRAPHICS PACKAGE

VOLUME 6 OF 7 – COMPONENT LISTS

VOLUME 7 OF 7 - CUTSHEETS

EXHIBIT J - CONTENT MANUAL



ROSEVILLE UTILITY EXPLORATION CENTER

FINAL DESIGN BID DOCS CONTENT MANUAL

September 9, 2022



Bart

Exhibition
Design

Roseville Utility Exploration Center

Bid Documents Content Document

October 2022

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Project overview

Introduction

Discover a place where utilities meet life! The Roseville Utility Exploration Center (UEC) is a fun, interactive space where residents and visitors can explore, play, and learn about Roseville's unique municipal utilities while visitors also discover easy ways to live more sustainably.

The UEC opened to the public in 2008 and has hosted over 600,000 visitors in that time. The exhibits have been popular and well used for years and now are in need of a refresh. In the fall of 2021, BartXD was hired by the City of Roseville to update and redesign the exhibits for a new and returning audience. We have worked with the utility team to create the design you see. Thank you to everyone who has participated and helped with content, design direction, images, and feedback!

UEC audience

Currently, the main visitors for the UEC are multigenerational families with younger children, as well as kindergarten and early elementary school groups. While these groups will remain primary audiences, we also want to broaden the reach of the UEC to include the following:

- **New residents**
 - As more new residents move to Roseville, the UEC can be a place where they can learn about their community and the municipal utility that helps make it so special.
- **Older kids and teens**
 - The UEC is currently working on curriculum programs for middle school and high school. As part of this, the new exhibits can support messaging that reaches older tweens and teens.
- **All ratepayers**
 - While some of the interactive experiences may be directed to younger visitors, we will layer in messages for ratepayers so that they can learn about programs, utility issues, and other content that applies to their interests.

Add-alternates

Through the design process, the BartXD has worked with an independent estimator to ensure that the design fits within the allotted fabrication budget. However, with rising inflation and construction costs, we recognize the possibility that some components will exceed the budget. To address this possibility, we have marked a handful of components as add/alts.

These include:

- Milling the WO.02 map base
- South entrance window graphic, WO.03.GP.06
- Gobo projector in wastewater area

Client modifications and delivery

Roseville Environmental Utilities will provide several components and services for the project. Money has been allotted in the budget to cover these costs, but they will not be part of the fabricator's scope.

These include:

- Creating and supplying the audiovisual program for the LO.01 media wall, as well as any PA system required for events (microphone and audio)
- Modifying the VS.01 welcome desk
- Supplying and cutting the WS.03 garbage truck cab. Please note that the City will not be responsible for transporting the truck or for preparing it for display.
- [Option] Supplying and preparing the RE.02 utility pole. Note that it may make more sense for the fabricator to create a replica rather than use a real pole.
- Supplying the tactile objects for the RE.02 graphic panel.

About this submittal

This is BartXD's Bid Document content manual. The content, design, and graphic books pull together the details required for the successful fabrication and installation of the exhibits at the UEC. This includes detailed exhibit descriptions and elevations, revised text, graphic layouts, and audiovisual details.

Themes and goals

The mission of the UEC is “to inspire stewardship of resources in everyday life by sharing the interconnectedness between utilities, customers, community and planet.” The exhibits will support this mission, impressing visitors with the work that their utilities do every day and inspiring people to see themselves as partners toward a more sustainable future.

Main theme

The main theme is the underlying message behind the exhibition—the framework on which our story is built. The main theme is useful to our team for making decisions, but it is not necessarily intended to be seen by visitors. This is the main theme developed in the 2015 Interpretive Plan:

**I am part of a bigger system. My utilities partner with me
to keep my community beautiful and unique.
Nobody can do it alone—it takes all of us working together
to make a difference.**

Subthemes and Key Storylines/Concepts

Subthemes are statements that expand and support the main theme. Like the main theme, subthemes are tools we use as we develop the exhibition, not messages the visitor will necessarily see.

Key concepts work as touchstones to ensure the exhibit content does not stray from the subthemes. Each key concept is important, but they are not equally weighted.

Subtheme 1: Many Systems

As a resident of Roseville, I am part of many broad systems: I play a role in each and every one of my utilities, and also in my environment. Most important of all, I am part of my community.

Key concepts: Big picture/system thinking
 Interconnection and partnership

Subtheme 2: People Power

My utilities aren't magic. I can rely on them because of the outstanding planning and maintenance performed by utility employees, as well as the group efforts of my community.

Key concepts: Planning and foresight
 Careers in the utilities

Subtheme 3: All Our Choices Together

My choices alone may have a relatively small impact, but multiplied by the choices of my neighbors, we together impact how our utilities function and the quality of our lives here in Roseville.

Key concepts: Individual choices
 Collective action

Subtheme 4: We All Own Our Utilities

My utilities offer me a great value because I own them. As a public organization, they earn my trust to provide and manage these resources with my interests in mind, not those of shareholders.

Key concepts: What makes Roseville utilities unique
 Utilities offer great rates, reliability

Subtheme 5: Good Choices Add Up, Bad Ones Multiply

For good decisions to have an effect, we need the combined efforts of many people. Unfortunately, it takes far fewer people making poor decisions to effect negative change.

Key concepts: Individual choices
 Cumulative effects of individual actions
 Planning for the future

Subtheme 6: It's All Interconnected

Not only am I, as a utility user, closely interconnected to each of my utilities. My utilities themselves are closely interconnected to one another, using each other's resources and working together to make our community special.

Key concepts: Connection with the utilities
 Interconnection between the utilities

Goals and outcomes

These are some of the goals and outcomes that were developed in the 2015 Interpretive Plan. Visitors will come away feeling and knowing:

- "I had no idea how much these systems are all connected to me, and that my utilities are doing so much for me and the future of my community."
- "I'm amazed by and grateful for what great things can be done by great people, both in my community and in my utilities."
- "I should do the right thing because it benefits me, but also because it benefits my community when we all work together."
- "I can act today and make a difference."

Common threads

As BartXD met with the different utilities, we heard a number of common threads that informed our design and content.

- Invisible work
 - If everything is running well—if water turns on at the tap, if electricity stays on, if wastewater flows down the drain, if garbage and recycling go away on schedule—customers never know how much work the utilities are doing behind the scenes.
 - In addition, many of the things that utilities deal with are not visible to the naked eye: electricity, microbes, chemicals.
- Partnerships and connection
 - The customer's role in the utility: more and more, residents are empowered as partners with the utilities. Every individual has a responsibility to take action.
 - Roseville utilities are your trusted advisor as you make decisions, now and in the future.
 - The utilities are connected in many ways, large and small: for instance, recycled water from the wastewater treatment plants flows through the electrical power plant; in turn, electricity powers the process of cleaning wastewater and drinking water.
 - Roseville utilities connect outside our community: the grid and watersheds connect Roseville to other cities and states; mandates affect the actions that the utilities take.
- Pride
 - Roseville utilities pride themselves on their reliability and low rates.
 - Customers are proud of their municipal utilities—which they own.
 - Utility employees are proud of their jobs: this is good work.
 - Desire to share a vocation/jobs story with older kids and adults who may be looking for a career.
- Forethought and planning
 - Looking to the future: for more than fifty years, Roseville utilities have been making decisions to ensure the success now and into the future.
 - Controlling our own destiny through publicly-owned utilities.
- Where utilities meet life
 - Roseville utilities help us do the things we do every day.
 - Customers don't have to change everything about the way they live: there are little choices that people can make within their existing lifestyle.

Exhibit components and descriptions

In the pages that follow you will find descriptions of all major components for the exhibition.

Exhibit Coding

This content book serves as the exhibit script, containing the text, images, and objects that make up the interpretive exhibit. We have coded the exhibit as follows.

Each area of the exhibition is given an overall number and unique letter code:

- Area 1: Lobby (LO)
- Area 2: Visitor services (VS)
- Area 3: Welcome & Orientation (WO)
- Area 4: Waste Services (WS)
- Area 5: Water (WA)
- Area 6: Wastewater (WW)
- Area 7: Stormwater (ST)
- Area 8: Electric (RE)
- Area 9: Utilities in the Home (UH)
- Area 10: Tech Lab (TL)

Exhibits within each area are numbered: 01, 02, 03, etc.

The components within each exhibit are coded according to type:

- GP: graphic panel: any interpretive graphic, including panels, photo murals, dimensional letters
- EF: exhibit furniture: all physical exhibits and artistic theming that will be built by the exhibit fabricator
- AV: audiovisual: all multimedia experiences and equipment
- IN: interactives
- OB: objects, props, and artifacts that are purchased or supplied

These components are also numbered sequentially within each exhibit.

Text that will appear on graphic panels in the exhibition is indented and shown in blue to make it easy to see. We have included word counts for all text blocks and grade levels for text blocks over about 10 words.

Area 1: Lobby (LO)

Key topics

- Roseville is a special community—and its municipal utilities are one of the reasons that people love living here.
- “Where Utilities Meet Life:” people are a crucial part of the utility story.

Goals and objectives

- Visitors will be able to learn about Roseville and the utilities.
- The lobby will excite visitors and set the stage for what people will experience in the UEC.
- Residents will feel pride in and connection to their community and their utility.

Area description

Before visitors even walk inside the Utility Exploration Center, they can discover information about the utilities and their city. New exhibits in the lobby will improve the visibility of the UEC and will offer a space to display changing information. An upgraded, streamlined media wall replaces the old one. The wall plays a series of still images and short video clips and can be used during evening programs and events.

A prominent new entrance display will attract visitors and help them understand what the UEC is all about. The display consists of an archway that represents the network of utilities—often unnoticed by people—that keep Roseville running. Visitors can walk through a huge sewer pipe. Over visitors’ heads, replica electrical conduit and water mains snake beneath a recreated street.

LO.01 Media wall

Inside the lobby of the building, visitors can sit and enjoy a looping series of videos and images that play on a massive new screen. This space offers a location for the UEC to upload information about different utility-related topics.

The display will not have any audio or soundtrack during the day, but there can be an option to add sound during special events or programs.

The media wall includes new hardware and a robust and easy-to-use content management system (CMS) that will allow the UEC to easily update the on-screen content and images remotely.

Interpretive goals and outcomes

- Visitors will be able to learn about Roseville and the utilities.
- The display will allow for changing and changeable information.

Multi-media overview:

- CMS: BrightSign (brightsign.biz)
- Content overview: slideshow of images of utilities; information about upcoming events and programs; short clips (captions, no audio) of utility work. UEC is responsible for the creation of all on-screen content.

LO.01.AV.01 Digital signage program

The media wall content will run a looping series of images and announcements that can be changed and updated easily by the UEC. The program will be run through a BrightSign media player. BrightSign's player software is called BrightAuthor, but the player also works with other CMS solutions.

LO.01.AV.02 Monitor and AV hardware

A single Planar URX100 4K LED monitor will be secured to the existing steel frame and will largely fill the current footprint of the media wall. The content will be run through a BrightSign HD224 media player.

LO.02 Entrance display

The UEC currently has a bit of an identity problem: many visitors initially think the space is part of the library. To tackle that, we have created a new entrance experience: a large-scale replica pipe that visitors walk through to get to the UEC doors. The pipe is just one part of a "beneath your feet" cross-section that also shows a replica water pipe and electrical conduits that make up some of the utility infrastructure in Roseville. New dimensional letters will clearly show the name of the UEC.

An interpretive panel on the cutaway provides a small amount of content. Primarily a welcome and encouragement to explore, the text will prompt visitors to think about the unseen utility systems that flow through their city.

Interpretive goals and outcomes

- Visitors will feel excited to come in and explore the UEC!
- Visitors will be able to identify the entrance to the UEC.
- Visitors will think about the hidden work of the utilities that power their daily lives.

LO.02.EF.01 Themed pipe walkthrough with overhead utility cross-section

Positioned at the existing building column, this themed environment will help immerse visitors into the world of utilities. The display consists of a partial replica stormwater pipe that is accessible to all visitors and large enough for a family group to pass through. Over the sewer pipe sits a street cutaway: a simulated asphalt or concrete surface with curb, and several other utility pipes and mains beneath that.

Please see Appendix C for artistic references for the fabrication of this component.

LO.02.GP.01 Dimensional letters

Large dimensional letters will sit on the front of the street cutaway.

LO.02.GP.01.tx.01
Dimensional letters

Utility Exploration Center

LO.02.GP.02 Welcome panel

A welcome panel mounted to the building column invites visitors to explore the UEC.

LO.02.GP.02.tx.01
Panel title
Word count: 4

Utilities keep Roseville running

LO.02.GP.02.tx.02
Body copy
Word count: 57
Grade level: 5

Throughout Roseville—above your head, under your feet, and along the road—lies a world you may not know. Every time you wash your hands, turn on the lights, or take out the trash, you use Roseville Utilities.

You connect to utilities in more ways than you know. Come explore the unseen systems that keep Roseville running.

LO.02.GP.02.im.01
Scene key of the cutaway, indicating and identifying the different utilities depicted.
Source: BartXD

Electric
Stormwater
Waste Services
Wastewater
Water

Digital announcement display [existing]

The UEC currently has a smaller monitor and a coin funnel located on one wall by the entrance. The monitor will be used as a digital advertisement board for upcoming workshops, events, activities, holiday closures, and other City announcements,

Area 2: Visitor services (VS)

Key topics

- Buy wisely: people can think about what they buy, with an eye toward purchasing sustainable goods.

Goals and objectives

- Visitors will feel welcomed to the UEC and will understand what their options are within the center.
- Staff will have the chance to interact with visitors and offer them help or information about activity kits and programs.

Area description

The exhibits throughout the UEC will help improve sightlines from the welcome desk so that staff can see visitors throughout the room.

The welcome desk and retail fixtures will be retained and repurposed to improve their usability: an additional opening will be added to the desk for easier staff access. The retail fixtures will be relocated closer to the entrance of the UEC. On the other side of the desk, lockable storage will give staff a place to keep the activity kits and other items.

VS.01 Welcome desk

The current welcome desk will remain in the UEC, but it will be adapted to offer additional usability to staff. A second opening into the desk will be added to the side of the desk nearest to the door, so staff can more easily exit and interact with visitors.

Interpretive goals and outcomes

- Visitors and UEC staff will have a space to interact.

VS.01.EF.01 Welcome desk (existing)

Roseville Environmental Utilities will make the modifications to the desk.

VS.01.OB.01 Retractable tape stanchion

A retractable belt stanchion will be added to the new desk opening. This will allow staff egress and ingress but will also keep visitors out of the desk.

VS.02 Retail space

The existing retail fixtures will be relocated to the other side of the welcome desk. It should be clear that these items are for sale, not for play.

A graphic panel encourages people to think more about what they buy and to consider the implications—positive and negative—of their purchases.

Interpretive goals and outcomes

- Visitors will consider the impact of their purchases.

VS.02.EF.01 **Retail fixtures [existing]**
VS.02.EF.02 **Retail fixtures [existing]**

VS.02.GP.01 **Topic panel**

A small graphic panel in the retail display will encourage visitors to think about the items that they purchase.

VS.02.GP.01.tx.01

Panel title

Word count: 4

Your purchases have power

VS.02.GP.01.tx.02

Body copy

Word count: 50

Grade level: 5

Can what you buy make a difference? Reusable and sustainable products help people, your wallet, and the environment. Where possible, avoid choosing items you use once and throw away. See if you can reuse, repair, or repurpose what you have. The most sustainable option is the one you already own!

VS.02.GP.01.tx.02

Callout

Word count: 22

Grade level: 3

Going green isn't always simple, but even small changes can make a positive impact. Make the choice that is right for you.

VS.02.GP.02 **Reference card: sustainable labels**

A series of small laminated cards hang on a ring: these feature labels that consumers can look for when buying products. These can be printed by the UEC and updated or changed out as needed.

VS.02.GP.02.tx.01

Card 1: cover

Reference: <https://www.sierraclub.org/sierra/inside-consumer-eco-labels>

Word count: 29

Grade level: 3

What does “green” mean? Lots of products claim to be good for the planet. Instead of words like “natural” and “eco,” look for logos to help inform your choices.

VS.02.GP.02.im.01

Green symbol

Source: BartXD

VS.02.GP.03

Sustainable label card #2: FSC

VS.02.GP.03.tx.01

VS.02.GP.03.im.01

Image: Forest Stewardship Council logo

Source: <https://fsc.org/en/fsc-labels>

Comes from sustainable forests.

VS.02.GP.04

Sustainable label card #3: B Corp

VS.02.GP.04.tx.01

VS.02.GP.04.im.01

Image: B Corp logo

Source: <https://www.bcorporation.net/en-us/>

Meets strict standards for how it treats its workers, community, and natural resources.

VS.02.GP.05

Sustainable label card #4: 1% for the Planet

VS.02.GP.05.tx.01

VS.02.GP.05.tx.01

Image: 1% for the planet

Source: <https://onepercentfortheplanet.org/primary-assets>

Donates one percent of their sales to environmental non-profits.

VS.02.GP.06

Sustainable label card #5: Rainforest Alliance

VS.02.GP.06.tx.01

VS.02.GP.06.im.01

Image: Rainforest Alliance logo

Source:

<https://www.rainforest-alliance.org/business/marketing-sustainability/using-our-logo-and-seal/>

Supports social, economic, and environmental sustainability.

VS.02.GP.07

Sustainable label card #6: ENERGY STAR

VS.02.GP.07.tx.01

VS.02.GP.07.im.01

Image: ENERGY STAR logo

Source:

https://www.energystar.gov/ia/home_improvement/downloads/HPwES_Logo_Use.pdf

Meets high standards for sustainable energy consumption.

VS.02.GP.08

Sustainable label card #7: WaterSense

VS.02.GP.08.tx.01

VS.02.GP.08.im.01

Image: WaterSense logo

Source: <https://www.epa.gov/watersense/watersense-products>

Meets criteria for water efficiency.

VS.02.GP.09

Sustainable label card #8: Climate Neutral

VS.02.GP.09.tx.01

VS.02.GP.09.im.01

Image: Climate Neutral logo

Source: [Climateneutral.org](https://climateneutral.org)

Offsets 100 percent of carbon emissions.

VS.02.GP.10**Sustainable label card #9: Fair Trade**

VS.02.GP.10.tx.01

VS.02.GP.10.im.01

Image: Fair Trade logo

Source: Fairtradecertified.org

Protects people and the planet.

VS.03 Lockable storage

Storage for activity kits and other materials will be added to the side of the welcome desk, where the retail displays are currently located.

Staff want to make sure that the storage is maximized, but not so tall that it blocks sightlines from the library. Ideally, the locking system will match the current locks.

Interpretive goals and outcomes

- UEC staff will have a place to store activity kits and other items to share with visitors.

VS.03.EF.01 Storage

Storage will accommodate the current bins. Additional storage will be built into the welcome map base, for items that may not need to be out as regularly.

Current storage bins:

- (24) clear bins – 13 ½" L x 11 ½" W x 5" H
 - (10) purple handled tubs – 13" diameter x 10" H
 - (10) mesh bags average if filled 12" L x 8" W
 - (2) blue plastic bins 12" L x 8" W x 5" H
-

Area 3: Welcome & orientation (WO)

Key topics

- Everything is interconnected: the utilities to one another; and us to our utilities.
- The individual choices we make add up—and impact other choices.

Goals and objectives

- Visitors will be able to make decisions about their visit to the UEC.
- Visitors will gain a big picture view of how different actions affect the larger system.

Area description

Inside the UEC, the exhibits help orient visitors and give them a sense of the complex system of utilities that connect to each other and to the customers.

The windows on the far side of the room will feature colorful imagery of the utilities, giving visitors a visual sense of the stories in the exhibition.

A central map—three dimensional with a projection—provides a dynamic overview of Roseville and the utilities. Visitors can interact with this map to bring up information about electrical lines, water, sewer, and waste services routes.

WO.01 Exhibit intro panel

A vertical panel at the entrance to the UEC welcomes visitors and presents the main themes of the center. Similar panel types will introduce each of the utilities in their own sections of the exhibition, so visitors become familiar with where they can learn about each story.

Interpretive goals and outcomes

- Visitors will grasp the main themes of the UEC.

WO.01.GP.01 Intro graphic

The panel will be attached to the front of a building column so it doesn't need a platform.

WO.01.GP.01.tx.01

Panel title

Word count: 4

Where utilities meet life!

WO.01.GP.01.tx.02

Body copy

Word count: 70
Grade level: 5

Roseville Utilities bring electricity and water to your home. We dispose of your waste, clean your wastewater, and keep the creeks healthy. And you are an important partner. As public utilities, we answer to people, not profits. That helps us keep rates low and make decisions that support our community.

Not many cities own all their utilities—it's a big job! Go behind the scenes with us to discover more.

WO.01.GP.01.im.01

An icon for each utility is paired with the floorplan to help visitors quickly grasp each section.

Source: BartXD

Roseville Electric
Stormwater
Wastewater
Waste Services
Water

WO.02 Interactive utility map

What utilities operate in Roseville? Where are they located? This central map offers a place for visitors to explore Roseville utilities—and to see how the topography of the City influences utility infrastructure and helps bring water and electricity to our homes.

The map is not just flat: it is a three-dimensional model of the City, showing the change in elevation from the foothills to the east down to the lower-lying western boundaries of Roseville. The map is white, allowing us to project an interactive program on top of its contours¹. Using the interactive, visitors can explore the network of utilities that operates above and belowground in Roseville: sewer pipes, electrical conduit, water mains, the landfill. The map will include relevant and identifiable landmarks so new and long-time residents alike can orient themselves and see where they live, study, and work.

The map program will be triggered by a motion sensor, so it will turn on as visitors approach, and will activate with a subtle attract loop.

Interpretive goals and outcomes

¹ For an example of a similar map designed by Travis, see <https://www.youtube.com/watch?v=Jn5lRerIdOI>

- Visitors will be amazed how the utilities in Roseville interconnect and intersect to bring power, water, sewer, stormwater management, and trash pickup to residents.
- Visitors will be able to see how the natural topography of Roseville influences the utilities, and how the creeks and planned floodplains influence the flow of water across the landscape.

WO.02.EF.01 Map base and cabinetry

The base cabinetry will include built-in storage where staff could keep brochures, props, or other items.

[Add/alt]

The corian surface of the base can be milled to create texture and patterns suggesting geologic stratigraphy.

WO.02.GP.01 Backlit graphic

A backlit welcome panel on the front of the base provides the identity of the Utility Exploration Center.

WO.02.GP.01.tx.01

Panel title

Welcome to the Utility Exploration Center

WO.02.GP.01.tx.02

Brief statement

Word count: 18

Utilities are everywhere in Roseville. Explore and discover how utility services reach businesses and homes throughout the City.

WO.02.GP.01.im.01

Image: UEC branding [logo without tag]

WO.02.EF.02 Topographic map

The monochromatic 3D map will show the topography of Roseville. The topography may be exaggerated somewhat for effect but it will be to scale. A few callouts could be added to the map: showing the location of the UEC, for example, or other Roseville landmarks. The majority of the content will happen on the projection program.

WO.02.AV.01 Projection program

Imagery and animation are projection mapped onto the topo map. See below for a draft script that begins to envision the visitor experience.

Visitors can layer more than one utility onto the map to see where they intersect and connect.

Each utility's story will illustrate the complexity of the work and infrastructure, while also helping people understand how they rely on Roseville's utilities.

Reference: <https://data-roseville.opendata.arcgis.com/pages/applications>

WO.02.AV.01.tx.01

Draft interactive script

*Note that this is draft only. The AV contractor hired for fabrication will finalize the design and content of the interactive.

Interactive stage	On-screen text	Interactive/projection content
Attract loop	[looping questions on screen] How do water and electricity reach your house? Where does your sewage go? What happens to your trash and recyclables when they leave the curb? Where does Roseville's stormwater drain to? Touch to start!	The projection will be motion-activated. As visitors walk near, the projection features subtle animation along the map.
Interactive start	Select a utility to see its path through Roseville. [Selections] • Roseville Electric • Stormwater • Waste Services • Wastewater • Water	The animation on-screen will continue, perhaps cycling through the different utilities until visitors make a selection.

Roseville Electric	(1) The City generates its own electricity at Roseville Energy Park. We also purchase energy from the grid. (2) Electricity travels to substations. (3) Electricity travels on underground and aboveground lines to houses and businesses. [Fun fact] Roseville Electric uses recycled water from the Wastewater Utility to cool its machinery.	(1) The projection illuminates REP, with electrical lines radiating outward. (2) Several substations pop up on the map. (3) Electrical lines continue to radiate out. Houses light up as the energy reaches them. Several EVs in driveways on the map might honk their horns or unplug and drive off. Other fun moments could be added.
Stormwater	(1) Rain and snow fall on roads and sidewalks, becoming stormwater. (2) Our actions also impact stormwater runoff. (3) As stormwater travels, it picks up pollution and debris. Drains carry the untreated water out to Dry Creek and Pleasant Grove Creek. [Fun fact] Stormwater program staff restored a section of Dry Creek. Now it's home to salmon, birds, and other wildlife—and your actions can keep it healthy.	(1) Rain and snow fall across the map (2) Animations show people watering lawns, washing cars, trash gets caught in stormwater, etc. (3) Water flows across the City in storm drains to exit at the two creeks. A fun animation shows wildlife in the creek: salmon, frogs, wading birds.
Waste Services	(1) When you bring your cans to the curb, we show up. (2) Waste Services trucks drive routes across the City, picking up trash, recycling, and green waste and bringing it to the Materials	(1) A neighborhood lights up, with images of cans appearing on the map. (2) A fleet of trucks drive out of the Corp Yard and across the map. If possible, the trucks follow some routes

	Recovery Facility for sorting and disposal. [Fun fact] Waste Services workers cover more than 14,000 miles every week! That's like driving across the country five times!	and head to the landfill and back. Animation shows trucks in action, happily honking horns, etc.
Wastewater	(1) Everything that goes down the toilet or drain in your house gets cleaned by our Wastewater Utility. Waste flows along hundreds of miles of sewer lines to one of two regional treatment plants. (2) The Pleasant Grove and Dry Creek Treatment Plants remove waste from wastewater. (3) We release cleaned water into the creeks. A portion of water is used to water landscapes and for cooling at our energy park. [Fun fact] Most of Roseville's sewers flow by gravity alone!	(1) The sound of showers running, toilets flushing, and washing machines running triggers a flow of wastewater out along sewer pipes. (2) The two wastewater treatment plants are animated. (3) From the treatment plants, purple pipes connect to some parks and to the REP; a truck heads to the landfill, and outfall goes to the creeks.
Water	(1) Roseville gets a majority of its water from Folsom Lake. From there it gets sent directly to our treatment plant where it is treated to meet safe drinking water standards. (2) We also store water in huge tanks. (3) We pump water from underground aquifers. In wet years, we store excess water to underground aquifers, saving it to use during droughts.	(1) Folsom may not be visible on the map, but the Barton Road treatment plant can come to life with flowing water and sounds. (2) The water tanks get illuminated. (3) Well sites pop up, with water coming from the ground. (4) Water flows across major water mains, triggering water usage across the map: an animation of the dancing fountain at a shopping center could start up; a public swimming pool from

	(4) Drinking water flows through a separate system. So your water is clean, safe, and delicious! [Fun fact] Roseville slopes downward from east to west, so most of our water flows by gravity. This helps us keep rates low because we don't need electricity to move the water.	the aquatics complex could appear on the map with an animation of splashing; a kid playing in a sprinkler, etc.
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WO.02.AV.02 Interactive touchscreen controls

WO.02.AV.03 Interactive touchscreen controls

Visitors can use two touchscreens on either side of the map to control the interactive program and overlay utility infrastructure onto the map.

WO.02.AV.04 Projection equipment

Two overhead projectors allow us to display data over the sculpted map. BartXD is testing this to ensure that the interactive works well in the lighting conditions of the UEC.

.....

WO.03 Window clings

The windows on the far side of the room are currently covered by temporary walls and opaque graphics. These walls will be removed and replaced by window cling graphics: colorful, large-scale images of each of the utilities. These window clings will allow some light in while also helping to keep heat load in the center low and preventing interference with the AV components.

We have also added an add-alternate window cling by the secondary entrance to provide a welcome message to visitors coming into the UEC from that direction.

WO.03.GP.01 Window cling: waste services

WO.03.GP.01.im.01

Image: garbage trucks and collection

Source: Roseville Environmental Utilities, DSC00633.jpg

WO.03.GP.02 Window cling: water

WO.03.GP.02.im.01

Image: Barton Road plant

Source: Roseville Environmental Utilities, BartonRoad3.jpg

WO.03.GP.03 Window cling: wastewater

WO.03.GP.03.im.01

Image: water flowing over a weir

Source: Roseville Environmental Utilities, E55B8040.jpg

WO.03.GP.04 Window cling: stormwater

WO.03.GP.04.im.01

Image: water going into a storm drain

Source: istock 1269745220

WO.03.GP.05 Window cling: electric

WO.03.GP.05.im.01

Image: RE substations

Source: Roseville Electric, I53A9581.jpg

[Add/alt]

WO.03.GP.06 South entrance window graphic/secondary UEC welcome

A perforated graphic sits at the south entrance to the UEC, covering the door and flanking windows. This will be seen from the exterior of the building but transparent from the inside of the building.

WO.03.GP.06.im.01

Image: UEC logo

Source: UEC

WO.03.GP.06.tx.01

Welcome message

[Welcome to the Utility Exploration Center](#)

Overhead pipes [Not in contract]

The exposed HVAC pipes and conduit that run overhead in the gallery could be painted and labeled like the pipes at the different utility plants.

**Note: a replica purple recycled water pipe is part of the exhibit scope. See WW.06.*

Area 4: Waste services (WS)

Key topics

- All waste impacts land resources and the environment—and we all play a part.
- Collection: Roseville sends its waste to the MRF, where items are sorted.
 - Demystifying what can be recycled, what is hazardous, what organics can be composted, etc.
- Smart waste services management and individual action can reduce what goes into the landfill.
 - Number one goal is diverting from landfill.
 - Second is creating a closed ecosystem where they can turn materials into recycled goods without having to send them elsewhere.

Goals and objectives

- Visitors will be inspired to make smart choices—to reduce and reuse to divert more from the landfill.
- Visitors will feel informed about how they can recycle, compost, and dispose of items and hazardous waste correctly.
- Visitors will understand how waste adds up and impacts Roseville and the landscape.

Area description

The things we discard have to go somewhere. This section of the exhibit tells the story of waste services. Roseville sends its waste to a shared MRF—a materials recovery facility—where recyclables and other items can be pulled out of the waste stream.

The permanent displays here will focus on how Roseville manages its waste, and how customers can reduce what goes into the landfill. The "Trash Mountain" has long been an icon of the UEC. The new exhibits will take up a smaller footprint but will still have a big impact. Young visitors will enjoy crawling through a low trash pile and poking their heads through a discarded washing machine. This is paired with a recreated core sample of landfill, showing layers of fill and cover.

A garbage truck cab will appear to be emerging from the wall. This will anchor a story about waste services collection in the City.

WS.01 Utility intro panel

A double-sided vertical panel anchors the story of the waste services utility. Here visitors can learn about what happens to the trash and recycling that gets picked up from their homes. The reverse side of the intro panel shows graphics of how much the average Roseville resident throws away in a year.

Interpretive goals and outcomes

- Visitors will understand the story of the waste services section of the exhibition.
- Visitors will be able to identify one of the purposes that the waste services utility serves in Roseville.

WS.01.EF.01 Panel base and platform

The intro panel sits on a base platform.

WS.01.GP.01 Intro panel

This graphic introduces visitors to the waste services division.

WS.01.GP.01.tx.01

Panel title and subtitle

Word count: 7

Waste Services
Picking up trash to keep Roseville clean

WS.01.GP.01.tx.02

Body copy

Reference:

https://www.roseville.ca.us/government/departments/environmental_utilities/at_your_service/trash_and_green_waste

Word count: 46

Grade level: 6

What happens to your trash after it leaves your home? The Waste Services Utility picks it up!

The utility collects trash, recycling, and organic waste from residents and businesses, making sure everything gets to the right place. Follow our journey from truck to landfill.

WS.01.GP.01.im.01

Image showing Waste Services utility at work

Source: Roseville Environmental Utilities, DSC00633.jpg

WS.01.GP.01.tx.03

Fun fact

Word count: 14

Grade level: 3

Waste Services collects more than 140,000 tons of waste in Roseville every year—that's more than the weight of 10,000 school buses.

WS.01.GP.02 Intro panel, reverse

The reverse side of the intro panel displays graphics that show how much people throw away in one year.

WS.01.GP.02.tx.01

Panel title and subtitle

Word count: 5

What do you throw away?

WS.01.GP.02.tx.02

Body copy

Reference:

[https://res.cloudinary.com/tmxfoc/images/w_960,h_5200/f_auto,q_auto/v1639422049/titl
emax/trash-one-person-produces-one-year-3_80per_27484ef323/trash-one-person-pro
duces-one-year-3_80per_27484ef323-jpg?_i=AA](https://res.cloudinary.com/tmxfoc/images/w_960,h_5200/f_auto,q_auto/v1639422049/titlemax/trash-one-person-produces-one-year-3_80per_27484ef323/trash-one-person-produces-one-year-3_80per_27484ef323-jpg?_i=AA)

<https://www.bigrentz.com/blog/which-states-produce-most-trash>

Word count: 41

Grade level: 5

The average Roseville resident throws away more than four pounds of trash every day. Recycling and composting help—but that's still a lot of garbage!

Most of our waste comes from discarded packaging, cardboard, and paper, plus food scraps and grass clippings.

WS.01.GP.02.im.01

A series of repeating trash bag icons show how much waste people throw away per year

Based on 4.8 pounds per day

Reference:

https://www.epa.gov/sites/default/files/2015-09/documents/2012_msw_fs.pdf

In one year, your waste adds up!

[Icon of one person standing by a mound of trash bags, labeled 1,750 pounds]

[Icon of a family of four standing by a mound that is approximately four times as large, labeled 7,000]

[Icon of Roseville with massive mound labeled more than 280,000,000 pounds!]

WS.01.GP.02.im.02

A simplified bar chart shows the general makeup of the waste Americans throw away annually

[*Note: this won't show the actual figures, as the numbers will shift slightly over time—but they will be somewhat to scale. Each "bar" is made up of the type of waste: a pile of banana peels/yard bags/other cartoonish food waste; a pile of Amazon boxes and newspapers; plastic bottles and clamshells; clothing and shoes; etc.]

Reference:

https://www.epa.gov/sites/default/files/2015-09/documents/2012_msw_fs.pdf

What is in our trash?

• Food waste and yard trimmings	28%
• Paper, cardboard, and packaging	27%
• Plastics	13%
• Textiles, leather, rubber	9%
• Metals	9%
• Wood	6%
• Glass	5%
• Other	3%

WS.02 Keep it out of the landfill!

The landfill is the final destination for Roseville's trash—and it is filling up fast. This exhibit looks at what people throw away, and how they can reduce their trash footprint.

A panoramic photomural of the Western Regional Sanitary Landfill serves as the backdrop to this display. In front of this image sits a "core sample," a vertical cutaway that suggests the accumulation of waste in the landfill.

Interpretive goals and outcomes

- Visitors will understand where their trash goes once it gets picked up at the curb.
- Visitors will feel a personal responsibility for keeping trash out of the landfill.

WS.02.GP.01 Photomural

A full-color photomural will depict the Western Regional Sanitary Landfill.

WS.02.GP.01.im.01

Photo: Western Regional Sanitary Landfill
Source: Lisa Zeng
Image credit

[Credit] Lisa Zeng Photography

WS.02.EF.01 Trash tower and theming

Since 1979, the WPWMA landfill has been the repository for trash from Roseville, Lincoln, and Rocklin.

A vertical slice shows a core sample of landfill, showing how trash disposal—and types of refuse—have changed over time. The earliest landfill modules in the county didn't use plastic liners. Visitors may be surprised to see that organic matter in the landfill, compacted down, doesn't decompose well. Today, the utility is working with residents to remove food waste from the landfill by composting organics.

WS.02.GP.02 Topic panel

Graphics on the photomural help visitors understand what they're seeing in this display. What happens when the current landfill fills up? How is the waste services utility working to ensure that fewer recyclable and compostable items reach the landfill—and what can visitors do to help?

WS.02.GP.02.tx.01

Panel title

Word count: 6

What happens when the landfill fills?

WS.02.GP.02.tx.02

Reference: <https://renewableplacer.com/eir/>

<https://renewableplacer.com/the-plan/>

<https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=16804330>

<https://www.vice.com/en/article/aeyxxz/in-todays-landfills-food-is-embalmed-for-decades-at-a-time>

Breakdown of landfill material by type:

<https://www.dumpsters.com/blog/us-trash-production>

Body copy

Word count: 43

Grade level: 1

Our landfills have limited space. We can open more land to bury trash—or we can reduce the amount of waste we bury. Before you

buy something, think about where it goes. Can you reuse it? Can you recycle it or compost it?

WS.02.GP.02.im.01

Image: workers sorting trash at the landfill

Source: Roseville Environmental Utilities, MRF Tour 2018-021.jpg

Food waste, plastics, and paper products make up more than half the garbage in U.S. landfills.

WS.02.GP.03 Landfill tower labels/callouts

These will be built into the landfill cutaway to call out specific layers

Reference:

<https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/national-overview-facts-and-figures-materials#Trends1960-Today>

Total word count: 78

- Each day, a layer of fill—soil and shredded material—gets placed on top of the trash to stop odors and pests.
- Trash in the landfill gets packed tightly.
- Modern landfills are lined to prevent liquids from contaminating the soil and water.
- In 1960, only six percent of trash got recycled nationally. Today over 30 percent of trash is recycled.
- Since 2000, the percentage of food and yard waste in our landfills has increased.
- What can you do to reduce your landfill waste?

WS.02.EF.02 Moment of discovery: chicken

A sculpture of a chicken will be placed in the Waste Services exhibit (sitting on top of the interactive screen) as a fun moment of discovery for visitors.

WS.03 Garbage truck cab

Everybody recognizes the garbage truck! This display lets visitors get up close and personal with some of the equipment that waste services workers use to collect trash.

The truck will appear to be driving out from the wall. A reader rail sits in front of the cab and displays information about waste services equipment.

Interpretive goals and outcomes

- Visitors will connect the familiar sight of a garbage truck with the story of waste services.

WS.03.EF.01 Exhibit platform

The truck cab sits on a platform that also provides a bit of a barrier to prevent climbing.

WS.03.OB.01 Truck cab

This will be supplied by Roseville Environmental Utilities.

WS.03.GP.01 Reader rail

A reader rail in front of the truck cab interprets the different types of waste collection trucks in Roseville.

WS.03.GP.01.tx.01

Panel title

Word count: 4

We love big trucks

WS.03.GP.01.tx.02

Body copy

Word count: 31

Grade level: 1

It takes a lot of people—and work—to take out the trash. Seven types of garbage trucks haul waste in Roseville. How many do you see in your neighborhood?

WS.03.GP.01.im.01

Illustrations of garbage trucks used Roseville

Source: BartXD

Reference: video from Big Trucks Summer, retrieved from

<https://www.youtube.com/watch?v=jY5TCEwOPRc>

Total word count: 63

1 and 2: **Side loaders** empty household waste and green waste cans. These are the most commonly used trucks.
3: **Rear loaders** pick up large items like couches.

- 4: **Roll-off trucks** haul commercial waste and large open-top waste.
- 5: **Organics trucks** collect food waste for composting.
- 6: **Hazardous waste trucks** pick up things that don't go into your garbage can, like batteries, electronics, and paint.
- 7: **Front loaders** pick up smaller dumpsters and commercial waste.

WS.03.GP.01.tx.03
Fun fact
Word count: 11

One residential side loader can collect trash and recycling from 1,000 cans a day!

WS.03.GP.01.ob.01
Button to trigger interactive: flashing lights or air brakes

Press to flash the truck's lights.

WS.03.IN.01 Truck interactive

Visitors can press a button on the reader rail to trigger flashing lights on the truck cab and the sound of a tipper mechanism emptying a bin.

WS.04 Explore waste

The existing "Trash Mountain" has been a popular exhibit for years but is in definite need of updating. Some of the items within the display have been well worn and damaged, and the written signage needs to be replaced.

This exhibit—taking up a smaller footprint—will replace the current trash mountain. It will retain much of the same intent as the original, showing various durable items. It will still encourage interactivity, exploration, and physical play. Visitors can crawl through a low tunnel and stick their heads up into an acrylic dome that sits on a discarded washing machine for a great photo op.

Other low-tech opportunities include doors and lids that visitors can lift to reveal messaging.

The fabricator of this exhibit will be tasked with using real trash and recyclables rather than purchasing new materials for inclusion in the pile.

Interpretive goals and outcomes

- Visitors will get an understanding of just how much trash they throw away.

- Visitors will connect their actions with the landfill.

WS.04.EF.01 Trash pile environment

A recreated pile of trash will encourage people—and especially children—to explore. The display will include real, replica, and sculpted elements set into a durable groundform. These will include large-scale and smaller-scale rubbish items, including electronics and other items that kids will readily recognize. These items can be used by staff as a scavenger hunt or look and find activity.

Visitors can crawl into a low tunnel through the trash and can peer through an acrylic dome that covers a discarded washing machine. The crawl-through will be large enough for an adult to go through. The path will be relatively straight for sightlines through.

A variety of low-tech interactives, described below, will be paired with simple graphics. Most of these interactive moments won't be explicitly called out: they will function as moments of discovery for visitors. A few of these items will be located against the wall by the photomural.

WS.04.IN.01 Low-tech interactive: Lift the lid

Visitors can lift the lid on a can of paint to read a message about hazardous waste.

WS.04.GP.01 Paint can graphic

The graphic sits on top of the open paint can.

WS.04.GP.01.tx.01

Panel text

Word count: 28

Grade level: 2

Household hazardous waste like paint, cleaning products, and batteries doesn't belong in the garbage! These can harm people and the land. Call us and we'll haul this waste away.

WS.04.GP.01.im.01

Image: hazardous waste items: paint, chemicals, batteries

Source: istock,

<https://www.istockphoto.com/photo/old-paint-cans-gm501292851-4354566>

WS.04.IN.02 Low-tech interactive: open the fridge

Visitors can open the door on a fridge. A graphic inside shows wasted food, and talks about the impact of food waste.

WS.04.GP.02 Refrigerator graphic

WS.04.GP.02.tx.01

Word count: 23

Grade level: 3

Food waste and yard trimmings make up more than a quarter of what we throw away. The City collects this waste for composting.

WS.04.GP.02.im.01

Image: food waste in organics bin

Source: istock,

<https://www.istockphoto.com/photo/fresh-bio-waste-and-compost-gm547150468-98819639>

WS.04.IN.03 Low-tech interactive: electronics

Visitors can press a button or turn a knob on a pile of electronics to trigger flickering screens, static, or a quick burst of music. A graphic, set into the screen of a television, interprets electronic waste.

WS.04.GP.03 Electronics graphic

This might be set into the screen of a television.

WS.04.GP.03.tx.01

Word count: 20

Grade level 6

Appliances and electronics make up almost 20 percent of waste. The City picks up electronics, including some counter-top appliances—for free!

WS.04.GP.03.im.01

Image: pile of electronics

Source: istock,

<https://www.istockphoto.com/photo/old-used-and-obsolete-electronic-equipment-gm475000796-65048931>

WS.04.IN.04 Low-tech interactive: pile of clothes

Visitors can unzip a suitcase to see a pile of discarded clothing and shoes.

WS.04.GP.04 Clothing graphic

The graphic is mounted inside the suitcase.

WS.04.GP.04.tx.01

Word count: 16

Grade level: 6

Shoes and textiles are filling up our landfills. Donate usable clothing rather than throwing it away.

WS.04.GP.04.im.01

Image: pile of discarded clothes and shoes

Source: istock,

<https://www.istockphoto.com/photo/big-pile-of-clothes-and-accessories-thrown-on-the-floor-gm510387760-86217277>

WS.04.IN.05 Low-tech interactive: paper and cardboard

Visitors can pull on a replica cardboard box that slides out or lifts up from a pile of other discarded papers.

WS.04.GP.05 Cardboard graphic

One cardboard piece will serve as a graphic to discuss paper and cardboard waste.

WS.04.GP.05.tx.01

Word count: 15

Grade level: 3

Shipping boxes and packaging make up 30 percent of our waste. Buy local where possible.

WS.04.GP.05.im.01

Image: pile of packaging, boxes, bubble wrap

Source: istock,

<https://www.istockphoto.com/photo/a-group-of-open-cardboard-containers-discarded-gm1141935674-306133776>

WS.05 Trash sorting interactive

On a large multi-touch surface, visitors can use an interactive where they can sort and divert recyclable and compostable items from the waste stream. This interactive is based on the actual sorting line at the MRF, and it can be used collaboratively by multiple people at once.

On screen, a series of trash items move down a conveyor belt. Visitors can touch or swipe to select items for recycling or composting, removing those items from the landfill.

Interpretive goals and outcomes

- Visitors will be able to connect their trash with the work at the MRF.
- Visitors will be inspired to reduce their trash production.

WS.05.EF.01 Interactive base

WS.05.AV.01 AV program

WS.05.AV.01.tx.01

Draft interactive script (final script to be created by the AV contractor)

Interactive stage	On-screen text	Interactive/video content
Attract loop	Can you sort the trash? Touch to start	The screen can show an attract loop of trash whizzing by on a conveyor belt.
Interactive start	[Selection] One player or two? [Instruction screen] At the Materials Recovery Facility, workers sort trash on a conveyor belt. Can you keep recyclables out of the landfill? Touch any recyclables you see as they whiz by. [The game could be set so that visitors have to pick a specific type of recyclable.] Today, you have to sort [paper/plastic/glass/metal] [single player] See how many recyclables you can remove. Good luck! [multi-player]	Visitors select whether they want to play alone or competitively. The screen might show trash building up on the conveyor belt getting ready to sort.

	Who can remove the most recyclables? Good luck! [counts down] 3-2-1-SORT!	
Single or competitive play	[Encouragement on screen will prompt visitors] Do you see any glass? Is that a metal can? Have you missed any plastic bottles? [Incorrect sorts will be flagged] Oops, that's trash!	The game plays for a set amount of time (approximately 60 seconds) More and more trash goes by as the time ticks down, making it harder to flag your recyclables. A counter will show how many recyclables are being removed. Incorrect selections are shown in a separate counter.
Conclusion	Great job! You removed [amount] of [paper/plastic/metal/glass] before it could hit the landfill.	A conclusion screen shows the final score: correct and incorrect sorts, and winner if this was a competition. The winner could enjoy some fanfare and be designated as a Recycling Hero!

WS.05.AV.02

AV equipment

Area 5: Water (WA)

Key topics

- Roseville gets its reliable, delicious drinking water from two sources: surface water (from the Sierra Nevada: via Folsom Lake and Placer County sources) and groundwater (from aquifers).
- The utility is working to push innovation to ensure a supply of water even as demand grows.
- Water is a finite resource.

Goals and objectives

- Visitors will be proud and impressed by the foresight and planning that Roseville is doing to ensure safe drinking water into the future.

Area description

To many residents of Roseville, the three water utilities—drinking water, stormwater, and wastewater—all fit under the same category. The back wall of the UEC will be the place to explore these three stories, and to learn about the important work that each utility does. Visitors can walk through a series of curved backlit panels—suggesting a massive water pipe, sewer main, or stormwater pipe—to explore different water stories.

First, the story of drinking water in Roseville gets introduced at an area introduction panel. Next to this, an oversized water pipe juts from the floor, reaching toward the ceiling. This pipe has an interactive component to it, an embedded LED screen where visitors can simulate the flow of groundwater from the aquifer or see how water use changes in Roseville throughout the summer and winter.

Against one wall, a large custom illustration shows the two sources of water that supply Roseville: surface water from Folsom Reservoir and groundwater from deep underground reservoirs. This illustration is more than a flat graphic: it is an interactive where people can explore where the City's clean, delicious water comes from.

WA.01 Utility intro panel

A vertical panel anchors the story of the water utility. Here visitors can learn about the two sources of Roseville's drinking water, and the planning that goes on to ensure a safe, reliable source of water into the future.

Interpretive goals and outcomes

- Visitors will understand the story of water in this section of the exhibit.
- Visitors will grasp that the three water-related utilities each have their own crucial roles in the City.

WA.01.EF.01 Panel base and platform

This panel platform also holds the replica water pipe (WA.02).

WA.01.GP.01 Intro panel

WA.01.GP.01.tx.01

Panel title and subtitle

Word count: 6

Water Utility Flowing to your tap

WA.01.GP.01.tx.02

Body copy

Word count: 54

Grade level: 5

Roseville's commitment to clean water goes back to 1909, when the new City bought out a private water company. In 1971, we built the Barton Road Water Treatment Plant. Through drought and floods, Water Utility employees make sure clean water flows. How do you think today's water planning will help Roseville in the future?

WA.01.GP.01.im.01

Image: photo of Water Utility workers at the well site

Source: Roseville Environmental Utilities 5B6A0415.jpg

WA.01.GP.01.tx.03

Fun fact

Content about flushing:

<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=17123419>

Word count: 25

Grade level: 4

Roseville's drinking water loops through more than 600 miles of pipes. The City flushes the pipes with high-pressure flow to keep them clear of sediment.

WA.02 Groundwater pipe

A tall blue water pipe anchors the story of Roseville drinking water. This pipe sits on the platform next to the utility intro panel.

The pipe is not just iconic—it also serves as an interactive. Visitors can turn a big wheel on the side of the pipe (like the ones at Groundwater Well 12) to trigger a video on an embedded LED screen that simulates the flow of water through the pipe.

Interpretive goals and outcomes

- Visitors will connect the sight of the drinking water pipes with their actions and the utility.

WA.02.EF.01 Replica water pipe

The pipe is safety blue to match the water utility’s infrastructure. It is printed with graphics to provide context.

To increase accessibility of this component, the pipe will include tactile arrows and lettering: pointing upward to indicate water pumping (marked “RECOVERY”) and downward to indicate aquifer recharging (marked “RECHARGE”).

WA.02.AV.01 Groundwater interactive

An interactive at the water pipe helps visitors understand the groundwater system. Visitors can turn a wheel on the pipe in one direction to start the “flow” of water (this is not actual water but a video on an embedded video screen). Bubbles on the screen pop up with information about groundwater pumping and average water usage throughout the year. When the pipe has reached its full capacity, visitors can turn the wheel in the other direction to recharge the aquifer.

WA.02.AV.01.tx.01

Draft interactive script [final script to be written by AV contractor]

Interactive stage	On-screen text	Interactive/video content
Attract loop	Fill the water pipes! Turn the wheel to start!	Video or animation of bubbles and flowing water move through the pipe, while the text on screen pops up. Running time: looping until interactive is triggered
Interactive start	[On-screen text] Water is a limited resource. Right now, Roseville gets most of its water from the Sierra. To supplement flow during droughts, Roseville stores and	When visitors turn the wheel, a stream of animated or filmed water flows through the pipe. The flow starts slowly but picks up speed. A counter could show gallons

	pumps water from underground reservoirs, called aquifers. [fact bubble] On a hot summer day, Roseville residents use around 50 million gallons of water! [question] Where and when do you use the most water? [instruction/prompt] Keep going! The pipe is almost full.	of water counting up from 0 to 55 million. The text appears in bubbles on the screen.
Aquifer recovery	[On-screen text] When Roseville has excess surface water, the utility can use it to replenish the underground basin. It's like a savings account for years with low precipitation. [Fact] Roseville's water treatment plant can treat up to 100 million gallons of water a day, covering future growth in the City!	When the pipe is full (55 million gallon flow), the flow reverses. The water starts to flow back in the opposite direction. The counter counts back from 55 million gallons to zero.
Conclusion	[On-screen text] As the population of Roseville grows and droughts become more frequent, groundwater is an important backup source. What can you do to save water?	The on-screen images return to bubbles and animated water before looping back to the attract.

WA.02.AV.02 AV equipment

WA.03 Curved graphics

A series of curved backlit panels form a sort of tunnel along the back wall of the UEC (see WA.05, WW.01, WW.02). This panel interprets a drinking water story; the others interpret wastewater.

Interpretive goals and outcomes

- Visitors will feel like they are part of the story of water in Roseville.
- Visitors will appreciate that freshwater is a limited resource.
- Visitors will think more about their consumption of water: it's a lot more than just what we drink!

WA.03.EF.01 Curved backlit panel

WA.03.GP.01 Interpretive graphics: A Finite Resource

This panel interprets how finite the world's supply of freshwater truly is.

WA.03.GP.01.tx.01

Panel title

Word count: 3

A finite resource

WA.03.GP.01.tx.02

Body copy

Word count: 72

Water was the first recyclable. The amount of water on Earth is nearly constant: it falls as rain or snow, soaks into the ground, evaporates into the air, and cycles.

But only three percent of our water is fresh—the rest is salt water. And just over one percent of fresh water can be used for drinking. The majority is locked in ice. As climate change makes droughts worse, how can we make sure there is enough water for everyone?

WA.03.GP.01.im.01

Image: water flowing over a dam

Source: DSC08629.jpg

WA.04 Water above, water below

A wall display allows visitors to explore the sources of drinking water in Roseville. The exhibit features a custom illustration showing Roseville water sources from the aquifer belowground and Folsom aboveground. The illustration serves as the backdrop to an interactive where visitors can see where Roseville's different water sources come from.

The left hand side of the illustration holds several lift doors that visitors can flip open to discover more about the water story in the City.

Interpretive goals and outcomes

- Visitors will understand that water in Roseville comes from two primary sources, aboveground and belowground.
- Visitors will feel connected to their water sources in Roseville

WA.04.GP.01 Custom cutaway illustration

Done in a friendly, accessible style, the illustration will show Folsom Lake and the City of Roseville, with the groundwater aquifers below and well sites. This won't be a scale illustration but will suggest some recognizable City landmarks that kids can identify.

Visitors can lift several doors on the illustration to discover facts about Roseville's water. Other callouts will be printed directly on the illustration but won't be interactive.

Landmarks:

- UEC
- Roseville Corp yard
- Cosmos sculpture, Olympus Pointe Sculpture Park
- Golfland sunsplash amusement park
- Galleria Mall fountain
- Maidu regional park
- Legacy building/downtown

WA.04.GP.01.im.01

Custom illustration

Source: BartXD

WA.04.GP.01.tx.01

Callout text on the illustration [this is printed directly on the illustration itself]

Word count: 25

Most of the state relies on rain and snow high in the **Sierra Nevada** to provide water. So a drought means less water for everyone.

WA.04.GP.02 Topic panel

A panel on the wall in the center of the illustration (located on the column) provides context to visitors. It helps to interpret how clean and safe Roseville's drinking water is—whether it comes from Folsom Lake or groundwater, the water goes through a rigorous process to make sure it is safe and clean.

Reference:

https://www.roseville.ca.us/news/what_s_happening_in_roseville/roseville_recharged_groundwater_basin

<https://www.westerncity.com/article/beyond-drought>

WA.04.GP.02.tx.01
Panel title
Word count: 6

Where does Roseville's water come from?

WA.04.GP.02.tx.02
Body copy
Reference: up to 30,000 acre-feet per year of water comes from Placer County Water Agency's Middle Fork Project -
<https://www.pcwa.net/resource-library/documents/Fact-Sheets-MFP-Reservoirs>
Word count: 38
Grade level: 3

Roseville's water starts as rain and snow. In wet years, Roseville gets almost all its water from the Sierra Mountains and other surface sources. We also have groundwater wells that can be used when needed.

WA.04.GP.02.im.01
Image: groundwater well site
Source: DSC02090.jpg

WA.04.GP.02.tx.04
Secondary body header and copy
Word count: 32
Grade level: 1

From the mountains to your tap

Roseville's water is known for being clean and delicious. The Water Utility tests and treats the water to ensure its safety. We work hard to keep this water flowing to your tap.

WA.04.GP.02.im.01
Image: Barton Road plant
Source: DSC01057.jpg

WA.04.IN.01 LED Interactive

The interactive lets visitors explore the sources of water. LED lights embedded in the illustration simulate the flow of water above and belowground. Visitors trigger these lights by pressing buttons on the illustration.

LED paths:

1. **Groundwater:** LED lights twinkle across the aquifer and then flow up to the pump house on the map.
2. **Surface water:** LED lights flow down from the mountains to Folsom Lake where they circle the reservoir.
3. **Water treatment:** LED lights circulate around the Barton Road water treatment plant before moving out in all directions.
4. **Recycled water:** (purple) LED lights move from wastewater treatment plant in two directions: one heads to Maidu Park and the other moves to REP.
5. **Water storage:** LED lights circulate around three water storage tanks shown on the map.

WA.04.IN.01.ob.01

LED button #1: groundwater

WA.04.IN.01.tx.01

Button #1 text (printed directly on illustration)

Groundwater

Roseville can pump water from underground aquifers.

WA.04.IN.01.ob.02

LED button #2: surface water

WA.04.IN.01.tx.02

Button #2 text (printed directly on illustration)

Surface water

Roseville gets **billions of gallons** of water from Folsom Lake every year!

WA.04.IN.01.ob.03

LED button #3: Barton Road Water Treatment Plant

WA.04.IN.01.tx.03

Button #3 text (printed directly on illustration)

Barton Road Water Treatment Plant

This plant has the capacity to filter and pump more than **100 million gallons** of water a day.

WA.04.IN.01.ob.04

LED button #4: recycled water

WA.04.IN.01.tx.04

Button #4 text (printed directly on illustration)

Recycled water

Recycled water, while not cleaned to drinking water standards, is great for irrigating parks. It also gets used at Roseville Energy Park to make electricity.

WA.04.IN.01.ob.05

LED button #5: storage tanks

WA.04.IN.01.tx.05

Button #5 text (printed directly on illustration)

Water storage

Tanks throughout the City help maintain the flow of water. Large tanks on the west side can hold up to **6 million gallons** of water each.

WA.04.IN.02 Lift doors (3 total)

The left-hand side of the illustration holds three lift doors. The outside of each door shows an illustration. When visitors lift the door, they can discover information about a water story.

WA.04.GP.03 Lift Door #1: aquifer

WA.04.GP.03.im.01

Lift door exterior: illustration of the aquifer

Source: BartXD

WA.04.GP.03.tx.01

Lift door interior

Word count: 24

Aquifer

Water can be found in layers of sediment and rock deep below your feet. It's not like an underground lake—more like a giant sponge.

WA.04.GP.04 Lift Door #2: pump house

WA.04.GP.04.im.01

Lift door exterior: illustration of a pump house
Source: BartXD

WA.04.GP.04.tx.01
Lift door interior
Word count: 13

Groundwater well pump house

These wells extract drinking water from aquifers underground when surface supplies run low.

WA.04.GP.05 Lift Door #3: water conservation

WA.04.GP.05.im.01
Lift door exterior: illustration neighborhood
Source: BartXD

WA.04.GP.05.tx.01
Lift door interior
Word count: 25

Water conservation

Saving water is part of managing Roseville's supply. Taking simple actions at home helps. The more we save, the more we all have—rain or shine!

WA.05 Overhead curved panel

One final curved panel in this section “completes” the pipe environment. This does not have any written text on it, since it curves overhead, suspended from the ceiling.

WA.05.EF.01 Overhead pipe section

WA.05.GP.01 Curved backlit graphic

Area 6: Wastewater (WW)

Key topics

- What is wastewater?
 - It's everything that goes down the drain.
 - The wastewater utility collects and cleans water before releasing it back into the environment.
 - Addressing misconceptions.
- Demystifying the process
 - Wastewater is an enormous network of collection, distribution, and biological treatment.
- Closing the loop
 - Wastewater and treated recycled water connect the utility to Roseville Electric, stormwater, and parks and golf courses throughout the City.
 - Good things come from wastewater: fertilizer and recycled water.

Goals and objectives

- Visitors will understand that wastewater treats everything that flows down the drains and flushes down the toilet in their home.
- Visitors will be able to identify the purpose and use of purple pipes
- Visitors will appreciate the science and work—by people and microbes alike—that goes into cleaning our dirty water.

Area description

In this section about wastewater, visitors can discover what happens to the water and waste that they flush and rinse down the drain.

A series of backlit curved graphics reference water and sewer pipes. Inside this environment, visitors can discover what is in their wastewater. Many visitors will be surprised to discover the wastewater gets cleaned through a biological process. At a fun interactive display, visitors can “meet” and interact with some of the microbes that clean up the waste.

A purple “recycled water” pipe starts from this section and connects across the room, helping to show visitors how the utilities depend on each other: a billion gallons of purple pipe water—kept separate from drinking water—get recycled to keep Roseville landscapes healthy.

WW.01 Utility intro panel

This panel is located against the wall by the exit door (not in a platform like many of the other intro panels). It introduces visitors to the wastewater utility.

Interpretive goals and outcomes

- Visitors will understand the importance of the wastewater utility.

WW.01.GP.01 Utility intro panel

WW.01.GP.01.tx.01

Panel title and subtitle

Word count: 5

Wastewater Utility Speeding up nature's work

WW.01.GP.01.tx.02

Body copy

Word count: 50

Grade level: 5

What happens to the water after you shower, wash the dishes, or flush the toilet? In Roseville, it flows to a wastewater treatment plant to get cleaned.

The utility releases cleaned water back into the environment. Some water goes an extra step. Distributed through a network of purple pipes, this "recycled water" irrigates parks and golf courses.

WW.01.GP.01.im.01

Image showing the work that the wastewater utility does

Source: IMG_4999.jpg

WW.01.GP.01.tx.03

Fun fact

Word count: 14

Grade level: 6

The Wastewater Utility maintains more than 850 miles of sewer lines that run under Roseville.

WW.02 Curved graphics

Three curved backlit graphics (WW.02, WW.04, and WW.04) help tell the wastewater utility story. Wastewater is the sewer system that deals with everything that flows down our drains and flushes down our toilets.

Interpretive goals and outcomes

- Visitors will connect the sight of the wastewater treatment plants with their actions and the utility.

WW.02.EF.01 Curved backlit panel

WW.02.GP.01 Interpretive graphic: Misconceptions and FAQ

The tone of this panel will embrace the humorous nature of sewage, while challenging visitors' misconceptions about this crucial utility.

WW.02.GP.01.tx.01

Panel title

Word count: 4

We don't waste wastewater!

WW.02.GP.01.tx.02

Body copy

Word count: 64

Grade level: 8

Our Wastewater Utility treats millions of gallons of sewage every day. Lots of useful things come from wastewater. Recycled water keeps plants green in Roseville parks and cools the power plant that makes our electricity. The sludge that is captured gets treated and turned into fertilizer that farmers use. Digesters work on sludge like giant stomachs. They produce methane that generates electricity and fuels our garbage trucks.

WW.02.GP.01.im.01

Image: wastewater treatment plant in action

Source: E55B7946.jpg

WW.03 Curved graphics

This graphic interprets some of the steps that the utility takes to clean wastewater, through simple graphics or illustrations.

Interpretive goals and outcomes

- Visitors will understand the process of what happens after wastewater leaves their house.

WW.03.EF.01 Curved backlit panel

WW.03.GP.01 **Interpretive graphic**

WW.03.GP.01.tx.01

Panel title

Word count: 12

What happens to the water and waste that flow down your drain?

WW.03.GP.01.tx.02

Body copy

Word count: 27

Grade level: 5

There are lots of steps involved. Roseville treats millions of gallons of wastewater every day! It takes about 24 hours from start to finish.

WW.03.GP.01.im.01

Illustration showing steps to clean wastewater:

To be based on

<https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=16829610>

Total word count: 132

1. Waste flows from your house through a pipe to the sewer, where it goes to one of two **Treatment Plants**. The plants are located to let gravity do most of the work to get sewage to them.
2. At the **Headworks**, large debris gets removed.
3. Sewage flows slowly through the **Primary Clarifiers** to separate the solids, called sludge, from the water.
4. The sludge goes to a **Digester**, which is like a giant stomach. The digester breaks down the sludge to create methane and nutrient-rich fertilizer.
5. In the **Aeration Basins**, microbes clean the water by eating organic material and converting it into gas, liquid, and more microbes.
6. At **Secondary Clarifiers**, the microbes settle to the bottom of the tank. The water is nearly clear!
7. Water flows through **Sand Filtration** to remove any remaining bits of sludge.
8. The last step is **Disinfection**. Ultraviolet light is used to kill off viruses and bacteria.

WW.04 Curved graphics

This final curved graphic, which sits near the WW.05 interactive, looks at how the utility keeps sewer pipes under Roseville flowing, through regular maintenance.

Interpretive goals and outcomes

- Visitors will think about the work it takes to keep wastewater moving through Roseville.

WW.04.EF.01 Curved backlit panel

WW.04.GP.01 Interpretive graphic

WW.04.GP.01.tx.01

Panel title

Word count: 4

Keep the sewers flowing

WW.04.GP.01.tx.02

Body copy

Reference:

<https://www.facebook.com/rosevilleutilities/videos/underneath-roseville-resides-hundreds-of-miles-of-sewer-pipe-the-sewer-pipe-syst/750927531660443/>

Word count: 69

Grade level: 4

There are no alligators in Roseville's sewers! But things that shouldn't get flushed find their way down the drain. The sewer mostly flows by gravity, with the occasional help of pump stations when a hill gets in the way. Oil and grease from cooking, along with wipes, build up on pipe walls. Tree roots grow into the pipes in search of water.

The utility inspects and maintains sewer lines and pump stations to keep everything moving.

WW.04.GP.01.im.01

Image: clogged pipe

Source: liftstation1.jpg

WW.05 Meet the microbes

This display makes the microscopic visible! A multi-touch display lets visitors peer into the water to interact with the microbes that clean up wastewater.

The display resembles an oversized droplet of water—a domed touchscreen or projection that visitors can explore. On the screen, a series of microbes appear to float by in the water. Visitors can touch on one of these to bring up a 3D model of it to learn about its purpose: certain microbes target certain particles.

Multi-media

- Additional work will be required to ensure that this interactive works within the lighting conditions of the space.

Interpretive goals and outcomes

- Visitors will understand that wastewater is cleaned through a largely biological process, not chemical. This is like what nature does—just on a faster, concentrated scale.

WW.05.EF.01 Interactive base

WW.05.AV.01 Interactive program

The interactive is largely open-ended to encourage repeat interaction. A number of microbes float around on the touch display. Visitors can touch a particular microbe to bring up a 3D model and learn about its properties—what conditions it likes to live in and the sort of work it does. The microbes show some “personality” as they move across the display, and the 3D model is more cartoonish than realistic.

WW.05.AV.01.tx.01

Draft interactive script

Reference from *Treatment Plant Operator* magazine:

https://www.tpomag.com/online_exclusives/2015/10/6_photos_of_creepy_crawly_waste_water_microorganisms; <https://www.tpomag.com/tags/bug-of-the-month>

Interactive stage	Interactive	Interactive/video content
Attract loop	What's in the wastewater? Touch to start	When not in use, the interactive will show slowly drifting microbes.
Main screen	Meet the microbes that clean up wastewater! Touch a microbe to learn more.	When triggered, the screen fills with a variety of microbes. The microbes behave in different ways: some might grow or multiply

	[Selections: • Suctorian • Tardigrade • Zooglea • Rotifer • Ciliate • Nitrosomonas and nitrobacter • Methanogens • Filamentous bacteria • Anammox]	before being flushed away. Others could go after different types of influent on screen. As visitors hover near one, it enlarges. When visitors touch a microbe, the interactive brings up a 3D model of that microbe that visitors can spin and examine.
Suctorian ²	I'm called a suctorian. When you see us, you know your sludge is healthy! Suctorians use hollow spines to suck gel out of protozoans.	A suctorian shakes its spines. The animation shows it pulling out a straw and sucking cytoplasm out of a protozoan
Tardigrade	Roar! I'm a tardigrade, also known as a water bear. I can be found in older sludge. I am tough, but water bears like me are sensitive to ammonia. Water bears prey on algae, nematodes, and rotifers.	A tardigrade waves its legs. The animation could show a water bear eating some algae.
Zooglea ³	Some call us glue, but we're really zooglea. I am common at the beginning of wastewater treatment—I help stick bacteria together!	A bunch of zooglea wiggles and stick together
Rotifer	Don't mess with me, I'm a rotifer! I prey on algae with my large mouth.	A rotifer nods her head. The animation shows her hunting and eating algae.

² <https://www.santabarbaraca.gov/civicax/filebank/blobdload.aspx?BlobID=238658>

³

https://www.tpomag.com/online_exclusives/2020/11/bug-of-the-month-zoogloea-the-glue-of-floc-formation

Ciliate ⁴	I'm a ciliate . I use little hairs to sweep bacteria and other debris that I eat.	A ciliate waves its stalk. The animation shows a ciliate sweeping bacteria toward its gullet.
Nitrosomonas and Nitrobacter ⁵	Meet the twins— nitrosomonas and nitrobacter . You'll find lots of us early in the wastewater cleaning process. We work as a team. First, nitrosomonas convert ammonia into nitrites, then nitrobacters turn those into nitrates.	A team of nitrosomonas and nitrobacter work together like a sports team: nitrosomonas convert ammonia to nitrites before passing them on to nitrobacter.
Methanogens ⁶	Burp! Excuse me, but I'm a methanogen . I work in the digester, turning sludge and other materials into methane gas. The utility uses this gas as a source of energy.	A methanogen eats a bunch of sludge and then belches out methane gas.
Filamentous bacteria ⁷	You can't have sludge without us filamentous bacteria . We round up the sludge particles to make clearer water in the secondary clarifier.	A group of filamentous bacteria lasso sludge with their filaments to form a grouping.
Anammox ⁸	I'm an anammox , and I do something cool. I take nitrites and ammonia and turn them directly into nitrogen gas. Did you know that most of the air you breathe consists of nitrogen?	A circular anammox sips up ammonia and breathes out nitrogen gas.

WW.05.AV.02 AV equipment

⁴ <https://www.environmentalleverage.com/Stalkedciliates.htm> and https://www.tpomag.com/online_exclusives/2021/05/bug-of-the-month-the-value-of-monitoring-stalked-ciliates

⁵

https://www.tpomag.com/online_exclusives/2021/07/bug-of-the-month-nitrosomonas-and-nitrification-in-wtpps

⁶ https://microbewiki.kenyon.edu/index.php/The_Role_of_Methanogens_in_Waste_Water_Treatment

⁷ https://water.mecc.edu/courses/Env108/Lesson8_print.htm

⁸ <https://microbewiki.kenyon.edu/index.php/Anammox>

WW.05.GP.01 Reader rail graphic

This reader rail contains information and instructions for the interactive.

WW.05.GP.01.tx.01

Panel title

Word count: 3

Meet the microbes

WW.05.GP.01.tx.02

Word count: 50

Grade level: 4

Our wastewater staff don't dump chemicals into the water to clean it. Instead, we use microbes to target different particles. Think of the workers as ranchers who care for microbes instead of cattle. The microbes work for us!

Touch the screen to meet some of the microbes that clean the water.

.....

WW.06 Recycled water pipe

A purple recycled water pipe emerges from this section of the exhibit and travels across the ceiling to connect with the other side of the room (terminating at the window near the garden). Written messaging helps visitors to understand the purpose of these purple pipes, which they may see in different places throughout Roseville.

Interpretive goals and outcomes

- Visitors will be able to identify the purpose of the purple recycled water pipes in Roseville.

WW.06.EF.01 Purple pipe

The purple pipe overhead crosses the space and emerges in the electrical section and/or over by the garden.

WW.06.GP.01 Focus panel

A small label will identify the purpose of the purple recycled water pipe.

*This panel will be located by the Inspiration Garden.

WW.06.GP.01.tx.01

Panel title

Word count: 5

Purple pipes carry recycled water

WW.06.GP.01.tx.02

Body copy

Word count: 67

You have probably seen purple pipes like this in Roseville. This is recycled water. It is not treated to safe drinking standards, but it has plenty of other uses! The Wastewater Utility cleans and disinfects recycled water, making it safe for watering parks like the Inspiration Garden! The Electric Utility uses recycled water as it makes electricity. By using recycled water, we save precious drinking water resources.

WW.06.GP.01.im.01

Image: purple pipe at a park

Source: LX1C2500.jpg

Area 7: Stormwater (ST)

Key topics

- Stormwater is not treated—so we all have a direct impact on the environment through pollutants and runoff that go into stormwater drains.
- Much of what affects stormwater is too small to see with the naked eye.
- Our watershed connects us all.

Goals and objectives

- Visitors will learn how they can mitigate stormwater runoff in their homes through landscaping and other actions.
- Visitors will be inspired to visit one of the creeks that the stormwater division helps maintain in Roseville.
- Visitors will discover how animals and people benefit from clean creeks and riparian habitats.

Area description

The third and final partner in the water story is the stormwater division. Unlike drinking water and wastewater, stormwater is not treated—it's everything that flows from the gutters and storm drains into the creeks and watershed.

In this exhibit, visitors can learn about their watershed. The display is located near to the view of the new Inspiration Garden, helping to connect story and site.

A fun, colorful cutaway display shows how runoff moves across the landscape and enters the water. This consists of a large background graphic and a sculpted model of Roseville. Visitors can use an interactive here to drop balls that represent water and runoff into stormwater drains, only to see those balls emerge elsewhere in the landscape—including Roseville's creeks.

ST.01 Utility intro panel

A panel on the wall of this section introduces visitors to stormwater.

Interpretive goals and outcomes

- Visitors will understand what the stormwater division in Roseville does.

Proposed storylines

ST.01.GP.01 Utility intro panel

This panel will be attached directly to the wall so will not need a platform base.

ST.01.GP.01.tx.01

Panel title and subtitle

Word count: 8

Stormwater **Keeping pollution out of Roseville's waterways**

ST.01.GP.01.tx.02
Body copy
Word count: 45
Grade level: 7

When rain and water flow into the gutter, they become stormwater. Unlike other water, stormwater is not treated—it runs down the gutter, through the grates, and right to the creeks. Stormwater program staff work with residents to keep pollution and trash out of Roseville's waterways. Our actions impact stormwater directly!

ST.01.GP.01.im.01
Image showing the work that the stormwater utility does
Source: Roseville Environmental Utilities 6-DJI_0202.jpg

ST.01.GP.01.tx.03
Fast fact
Reference: <https://www.epa.gov/laws-regulations/summary-clean-water-act>
Word count: 22
Grade level: 7

The Stormwater department exists because of the Clean Water Act of 1972—it jump-started communities to think about pollution in their surface water.

ST.02 Interactive: only rain down the storm drain!

This interactive represents the journey of runoff as it flows through the watershed. The display consists of a stylized model of Roseville—not to scale, but with some recognizable landmarks or buildings.

Visitors can drop small balls that represent runoff into a stormwater drain. The balls flow through the pipe and emerge on the other side in a setting that suggests Dry Creek.

The balls come in different colors to represent different types of stormwater waste, and these could correspond with different receptacles: for instance, visitors can drop orange balls—representing green waste and leaf litter—into the orange tube to see them emerge near a waste services truck, destined for composting.

Messaging with this interactive interprets how pollutants impact the watershed, and the responsibilities that individuals have to keep those pollutants out of the water.

Interpretive goals and outcomes

- Visitors will understand that whatever they put into the stormwater system emerges directly into the creek.
- Visitors will feel inspired to keep the creeks clean and will learn what they can do at home to mitigate runoff from their driveways and gardens.

ST.02.EF.01 Stylized City model

The City model will show landscape, creek, and several types of buildings: residential and businesses. This will be stylized and durable to hold up to lots of tactile exploration. It will show a landscape that is native to Roseville (with oak trees instead of pines, etc.)

ST.02.IN.01 Ball interactive

These will be racquetballs: large enough that they won't be choking hazards for young kids, but not so large they get unwieldy.

ST.02.GP.01 Topic panel

A panel on the wall provides context and instructions to the interactive.

ST.02.GP.01.tx.01

Panel title

Word count: 4

Where does stormwater go?

ST.02.GP.01.tx.02

Body copy

Word count: 44

Grade level: 4

Storm drains aren't sewers. As water flows down the gutter, it picks up pollutants along the way. Stormwater doesn't get cleaned or filtered. What goes down the drain, comes out in the creek.

These balls represent different types of stormwater pollution. **Drop them where you think they should go.** What happens?

ST.02.GP.01.im.01

Image: stormwater system: drains or outlet pipes

Source: <https://www.istockphoto.com/photo/wastewater-gm824824072-133713425>

ST.02.GP.02 Housefront illustration

One of the houses has a cutaway illustration: a graphic of a home interior.

ST.03 Roseville's watershed: custom illustration

A custom illustration sits behind the interactive model. This features information about watersheds as well as providing the backdrop to the interactive. Lots of small imagery will be built into the illustration to provide a scavenger hunt or look-and-find puzzle for visitors to enjoy.

Interpretive goals and outcomes

- Visitors will understand that they are part of a watershed—the way that water flows across a landscape.
- Visitors will understand how their actions impact the stormwater division.

ST.03.GP.01 Custom illustration

Through this artwork, visitors can discover their part in the watershed.

The illustration will show rain falling on the ground and moving across the landscape—especially hard, impervious surfaces like driveways, parking lots, and roads—and out to the creeks. The creek will include illustrations of salmon and other wildlife and will also show people enjoying recreation in lands and watersheds restored by Roseville's stormwater division.

The illustration can be used like a scavenger hunt. It will feature lots of little examples of how our actions affect stormwater, positively and negatively, such as:

- People not picking up after their dogs versus people bagging their pets' waste.
- A person cleaning out their house painting brush out and letting water run into the street.
- Someone washing their car in the driveway.
- Someone gathering trash at a park before it blows into the creek.
- An automatic lawn sprinkler going on even when not needed.
- A native plant garden compared to an overfertilized lawn or garden.
- A vehicle leaking coolant.
- Roseville stormwater program staff interacting with a homeowner.

Callouts on the illustration can help visitors understand what they're seeing.

ST.03.GP.01.im.01
Custom illustration
Source: BartXD

ST.03.GP.01.tx.01

Scavenger hunt prompt

Word count: 24

Grade level: 3

Take a look at this illustration. What things might pollute stormwater? Can you find people who are helping to protect the water and land?

ST.03.GP.01.tx.02

Callouts point out specific actions or behaviors

- Rain and water pick up pollutants as they flow across hard surfaces like parking lots and streets.
- Yuck! Pet waste left on lawns and sidewalks washes into storm drains.
- Uh oh! Can you find cars leaking oil, gas, or coolant?
- Stormwater workers are here to help!
- What happens when water from your lawn flows into the street?
- Be a good neighbor. Pick up trash so it doesn't blow into stormwater grates.

ST.03.GP.02 Dimensional letters

These dimensional letters provide the title of the whole exhibit.

ST.03.GP.02.tx.01

Title

Word count: 6

Only rain down the storm drain

.....

Area 8: Electric (RE)

Key topics

- Power generation and distribution. Roseville Electric works every day to supply safe, reliable, affordable electricity to the City.
- The choices we make at home impact Roseville's electric grid and our energy resources, which include a diverse portfolio of both renewable and non-renewable resources.

Goals and objectives

- Visitors will understand that Roseville generates its own energy as well as purchasing it.
- Visitors will learn how and energy demand changes throughout the day.
- Visitors will feel inspired to make a change to reduce their energy usage.

Area description

The final utility section of the exhibition tells the story of electricity. Roseville is unique in the region in that it produces its own electricity and purchases some—the City's reliability and low rates are directly connected with the planning and work the utility does.

An exhibit looks at how utility workers maintain miles of underground and aboveground lines. Visitors can roleplay as they stand in the bucket like the ones linemen use.

Visitors can explore an exhibit to learn how the utility generates and distributes energy—and the challenges of maintaining an electric grid in an age where increasing numbers of houses have solar arrays.

RE.01 Utility intro panel

Most people switch on the lights and run appliances without ever thinking about where their electricity comes from. This vertical graphic panel introduces visitors to the people who make that energy possible: Roseville Electric. For more than 100 years, Roseville Electric has been supplying power to the City.

Interpretive goals and outcomes

- Visitors will understand the story of Roseville Electric—and that their electricity comes from this utility, not PG&E.

RE.01.EF.01 Panel base and platform

This panel platform also holds the mannequin and utility pole in the RE.02 display below.

RE.01.GP.01 Utility intro graphic

RE.01.GP.01.tx.01

Panel title and subtitle

Word count: 8

Electric
The power to make a difference

RE.01.GP.01.tx.02

Body copy

Word count: 42

Grade level: 6

Day and night, Roseville Electric keeps the City powered. We make our own electricity, and we buy power from “the grid”—a network that stretches across several western states. Around 85 percent of Roseville’s lines run underground. That makes them especially reliable.

RE.01.GP.01.tx.03

Image showing the work that the electric utility does

Source: Roseville Electric, LX1C3917.jpg

RE.01.GP.01.tx.03

Fun fact

Word count: 21

Grade level: 7

Roseville Electric maintains 144 miles of overhead lines and 808 miles of underground cable—enough to stretch from here to Canada!

RE.02 Power on the line

This display lets visitors roleplay and imagine what it’s like to work for Roseville Electric.

A portion of the exhibit sits on the same platform as the intro panel. A themed display uses an actual utility pole. A full-size cutout of a working lineman is attached near the top of the pole.

On the opposite side of this display, located on the reverse of the intro panel, visitors can handle some replica lineman’s tools.

Interpretive goals and outcomes

- Visitors will make a connection between RE and the power that flows into their homes.

RE.02.EF.01 Scenic theming: utility pole and infrastructure

RE.02.OB.01 Objects to support theming

The utility pole that the lineman figure attaches to will be a physical replica: a weathered backyard pole with cross arms and glass insulators at the top. A transformer sits on the side of the pole.

The pole and box will be replicas, but the glass insulators can be real objects.

RE.02.GP.01 Cutout lineman figure

A cutout graphic figure is dressed in safety gear and a climbing harness and appears to be climbing up the utility pole.

RE.02.GP.01.im.01

Image: lineman

Source: Roseville Electric, I53A7792.jpg

RE.02.GP.02 Topic panel with tactile objects

The panel is located on the reverse side of the intro panel. It focuses on safety and features a simple illustration or silhouette of a lineman with real objects attached to the graphic. Text on the panel identifies the purposes of the tools and equipment.

RE.02.GP.02.tx.01

Panel title

Word count: 3

On the line

RE.02.GP.02.im.01

Illustration of lineman [with Roseville-branded gear]

Source: BartXD

Total word count: 63

[Callouts on the illustration]

- **A hard hat** protects from falling debris.
- **Safety glasses** shield our eyes.
- **A safety harness** clips to the boom truck.
- **Work boots** grip when climbing.

- **Fire-resistant clothing, gloves, and rubber sleeves** protect us from electricity.
- An insulated **hot stick** moves live wires.

RE.02.GP.02.tx.02

Body copy

Word count: 24

Grade level: 6

Can you imagine climbing a utility pole while wearing 50 pounds of equipment? That's just one job we do to keep the lights on!

RE.02.OB.02 Tactile safety gear

Tactile objects are attached to the silhouette on the panel. These will be safe for visitors to touch and interact with—they will not be removable.

Objects:

- Hard hat
- Gloves
- Safety harness
- Boots
- Tool belt
- Hot stick

RE.03 Powering Roseville

How does Roseville provide power to all its residents and businesses? A display along the wall near the Tech Lab lets visitors explore energy generation and distribution in Roseville in response to changing demand. The wall display consists of a large illustration of the City. The map is divided into eight zones (based loosely on existing neighborhoods) that are served by four electrical substations. The exact locations of substations will not be revealed.

Using a series of connections and wires, visitors can hook up the neighborhoods to the electric substations to light them up. As visitors explore the interactive, they can discover how looping systems in the City prevent outages.

Two “control screen” touchscreens on the map offer randomized scenarios so visitors can respond to changing demands, challenges, and surges. Can you keep the power flowing to Roseville?

Interpretive goals and outcomes

- Visitors will grasp the complexity of the grid in Roseville.

- Visitors will be able to see how energy gets from the power plant to their homes.

RE.03.EF.01 Exhibit furniture

The exhibit is themed out to suggest some of the infrastructure of the massive power plant at REP. It includes faux insulators and wires that help immerse visitors in the story of electricity generation and distribution.

The display also includes storage for the wires and connectors.

RE.03.GP.01 Backdrop graphics

The backdrop to this display is a simplified birds-eye illustration of Roseville.

RE.03.GP.01.im.01

The illustration is like a “diner map” of the City, with major areas of interest or landmarks shown in a fun, friendly treatment. These are not to scale.

Source: BartXD to create

Landmarks:

- Utility Exploration Center
- Vernon Street Town Square
- Maidu Regional Park
- Galleria (shopping complex)
- Roseville Golf and Sunsplash
- Blue Oaks Elementary School or Blue Oaks Park
- West Park High School
- @ the Grounds

RE.03.GP.02 Dimensional letters

Dimensional letters show the name of this exhibit.

RE.03.GP.02.tx.01

Title

Word count: 2

Powering Roseville

RE.03.GP.03 Focus panel

A graphic panel provides instructions to visitors.

RE.03.GP.03.tx.01

Panel title
Word count: 4

Keep the electricity flowing

RE.03.GP.03.tx.02
Body copy
Word count: 58
Grade level: 6

How do we get power to our homes? At the Roseville Energy Park, massive turbines generate electricity. This power travels along transmission lines to substations. From there, electricity goes out to homes.

Use the wires to connect the power plant to substations and then to neighborhoods. But watch out—maintenance, damage, and demand can make your job hard!

RE.03.IN.01 Interactive

Visitors can use plugs and wires to connect substations to different neighborhoods. Younger kids may just enjoy plugging in pieces and seeing what happens, while older visitors can follow different scenarios or try to get different outputs—either way, the exhibit should be fun for everyone!

RE.03.AV.01 Control screens (2)

The two screens will display identical information, allowing multiple users to enjoy the interactive.

RE.03.AV.01.tx.01
Draft interactive script

Interactive stage	Interactive script	On-screen content
Attract loop	Can you keep the power flowing through Roseville?	Simple illustrations on-screen could show the connections plugging into each other, to demonstrate to pre-literate visitors how the interactive works.
Randomized scenarios		Randomized scenarios occur as visitors use the

		interactive. The first should happen within 10–15 seconds of the visitor first using the interactive [exact time to be determined by AV contractor]: long enough for visitors to get a handle on what they are supposed to do, but short enough that they don't walk away after plugging just a few wires in.
Scenario: grid maintenance	Routine maintenance A substation is scheduled for regular maintenance to keep it reliable. Can you get power to the neighborhood in a different way?	An animation or simple illustration shows workers at a substation, doing repairs. One of the substations on the wall becomes unavailable while this scenario is happening. The screen reverts when the scenario is addressed. [This scenario could be randomized to show up multiple times in slightly different ways: maintenance could affect underground lines, substations, utility poles, etc.]
Scenario: traffic accident [human-caused damage]	Accident! Uh oh, a car hit a utility pole and knocked power out in a neighborhood. Can you send electricity there in another way while workers fix the problem?	An animation or illustration shows a car crashing into a utility pole and damaging a transformer. On the wall panel itself, one of the neighborhoods goes dark. The situation rights itself when the scenario is addressed.

		[Other, human-caused scenarios could happen in a randomized way to offer variety: a mylar balloon gets tangled in the wires and causes a short, etc.]
Scenario: natural disaster	Lightning strike Boom, crash! A severe rainstorm knocks the power out. Can you restore electricity quickly?	This scenario is similar to the above traffic accident: one substation becomes unavailable and a neighborhood goes dark. [Other randomized scenarios based on natural disasters like this could include windstorms or wildfires]
Scenario: solar power reduces demand on the grid.	Solar power The sun is shining, and all the houses in one neighborhood have solar panels. They don't need electricity from the grid right now. Is that power needed somewhere else?	One neighborhood lights up without the need of a substation. Visitors can use that connection to power a different neighborhood. [Other randomized scenarios based on demand could include Roseville sending power out to other communities on the grid,
Scenario: heat wave demand	High Demand It's a heat wave and all the houses in this neighborhood turned their air conditioning on. Can you send them extra power to cover demand?	One neighborhood requires more power than usual to light up. Visitors have to reroute additional power to that section.

RE.04 Electricity in action

A photomural on the back wall features some simple annotated illustrations: of a turbine that generates energy, and of Roseville's other major energy sources.

RE.04.GP.01 Photomural

RE.04.GP.01.im.01

Infographics and diagrams of turbine and electrical sources

Source: BartXD

RE.04.GP.01.tx.01

Panel title (printed on photomural)

Word count: 6

Where does Roseville's electricity come from?

RE.04.GP.01.tx.02

Annotations

Annual power content:

https://www.roseville.ca.us/government/departments/electric_utility/about_us/reports_publications/power_content_label

At Roseville Energy Park, two different kinds of turbines create electricity.

A simple-cycle gas turbine uses natural gas to generate electricity.

[Simple-cycle turbine annotations]

- Moving air gets sucked into the blades of the turbine, where it is compressed.
- Gas is added to the air and lit on fire. Bang!
- Hot exhaust blows out the other end of the turbine.

A combined-cycle gas turbine takes an extra step by recovering the heat to make steam. The steam then runs its own generator—so the process is more efficient.

[Combined-cycle turbine annotations]

- Moving air gets sucked into the blades of the turbine, where it gets compressed.
- Gas is added to the air and lit on fire. Bang!
- The hot exhaust boils water to make steam.
- The steam turns the blades of a second turbine.
- The water cools and gets used again and again.

[Source annotations]

Roseville gets its power from many sources.

- Renewables
- Hydroelectric
- Natural gas
- Nuclear

Every year, the utility puts out a report to tell you exactly where your electricity came from.

Area 9: Utilities in the home (UH)

Key topics

- The actions and decisions we make in our everyday lives at home—indoors and outdoors—and in our businesses add up to affect our utilities, and by extension our bills and our environment.

Goals and objectives

- Visitors will make emotional and intellectual connections between their daily lives and the work of the utilities.
- Visitors will come away with concrete tips for changes they can make at home.

Area description

This section of the exhibit brings the utilities home—literally! The Green House frames will be repurposed and reused to create a home environment that visitors can explore and interact with.

Different sections of the house will be lightly themed out to suggest different rooms: a kitchen, a bathroom. Each of the utilities will have space in the house with a low-tech, hands-on activity that helps visitors understand how they can save water and electricity and reduce waste in their homes. This story continues outside the house as well: a long reader rail by the windows addresses stormwater impacts relating to landscaping and outdoor activities.

One final exhibit in this section brings all these pieces together. At an interactive display, visitors can make a variety of at-home selections and choices—about everything from shutting off lights to replacing appliances—to see the cumulative impact of their decisions.

UH.01 Area intro and house exterior

A vertical panel introduces this section of the exhibition. Here visitors can connect utility actions directly to their homes—and think about how their actions can positively and negatively affect the utility and our environment.

Around the exterior of the house, a series of topic panels offer interpretation about how Roseville residents use energy and water and how visitors can save water and energy and reduce waste.

Across from the house entrance, we will use the existing graphic to hold additional panels: blocks of color and friendly prompts. Two panels—located down low—will serve as chalkboards for kids to draw and write.

Interpretive goals and outcomes

- Visitors will understand how the utilities connect with their homes.
- Visitors will be excited to explore and learn more about their energy, water, and waste choices.

UH.01.EF.01 Green House frame [existing]

Two sections of the Green House frame will be reused in this exhibition; the third section will be moved to the Legacy Building to serve as the backdrop to the house display there.

UH.01.EF.02 Panel base and platform

The panel base stands at the entrance to the house frame.

UH.01.GP.01 Area intro panel

A large vertical panel at the entrance of the house provides an overview to the messaging of this exhibit area.

UH.01.GP.01.tx.01

Panel title and subtitle

Word count: 7

At Home
Utility savings starts with you!

UH.01.GP.01.tx.02

Body copy

Word count: 48

Grade level: 3

How do you connect with the utilities at home? Think about how many times a day you wash your hands, flush a toilet, water the lawn, throw away trash. The choices that we make at home impact our utilities and our community. Come inside, explore, and have fun!

UH.01.GP.01.im.01

Image: water inspector at home

Source: UEC

UH.01.GP.01.im.02

Icon with fun fact

Word count: 35

Grade level: 4

Which utility in Roseville is the oldest? Roseville Electric and Wastewater! Residents voted in 1910 to fund a sewer system and a power company. Our Barton Road Water Treatment Plant came online in 1971. Can you imagine what the utilities will look like in another 50 years?

UH.01.GP.02 Vertical panel: color block and prompt

A vertical panel to the right of the door welcomes visitors inside. It is largely a color block with a brief invitation to enter.

UH.01.GP.02.tx.01

UH.01.GP.02.im.01

Panel text with icon of house

Word count: 5

Knock knock, come on in!

UH.01.GP.03 Horizontal header panel: color block and prompt

A horizontal panel over the “window” to the right of the door opening features a block of color and a header that welcomes visitors to explore the house.

UH.01.GP.03.tx.01

Panel text

Word count: 7

Discover how you use utilities at home.

UH.01.GP.04 Chalkboard prompt panel

The remaining three panels at the front of the house offer space for visitors to draw and write and create. A small panel at the top right of the house offers encouragement and a prompt for visitors.

UH.01.GP.04.tx.01

Panel title

Word count: 3

Share your ideas

UH.01.GP.04.tx.02

Body copy
Word count: 31
Grade level: 2

How can you use water and energy better? How can you reduce waste and stormwater runoff? What can you do to help your community and utilities?

Draw or write your ideas!

UH.01.GP.05 Chalkboard panel
UH.01.GP.06 Chalkboard panel

The two panels at the bottom right of the house front are chalkboards. A bin for chalk can be added here (or staff could hand chalk out to visitors to control its usage).

UH.01.GP.05.ob.01
Chalk and holder

UH.01.GP.07 Topic panel: stormwater savings

This exterior panel is located on the other side of UH.02.GP.02. It provides tips for how people can reduce stormwater pollution.

UH.01.GP.07.tx.01
Panel title
Word count: 8

How can you reduce stormwater pollution at home?

UH.01.GP.07.tx.02
Tip copy
Word count: 61
Grade level: 4

- Use compost and mulch to reduce the need for fertilizers and pesticides.
- Encourage good bugs in your yard—they'll eat pests!
- Water your lawn and garden only when dry.
- Bag up and throw away pet waste.
- Take your car to a carwash rather than washing it in the driveway.
- Soak up oil and antifreeze stains with cat litter, and throw it in the trash. Put a pan below vehicles that drip.

- Work with a stormwater expert to identify other steps you can take.

UH.01.GP.07.im.01

Icon of water flowing into a creek

Source: BartXD

UH.01.GP.07.im.02

QR code links to

<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=16948126>

Check out our website for more tips!

UH.01.GP.08 Topic panel: energy saving tips

This exterior panel is located on the other side of the Electrical display. The content features tips and information on how visitors can save energy at home.

UH.01.GP.08.tx.01

Panel title

Word count: 7

What can you do to save electricity?

UH.01.GP.08.tx.02

Body copy

Word count: 50

Grade level: 6

- Unplug devices when not in use. Some appliances like computers use electricity even when they are off.
- Heating and cooling are the biggest energy hogs in the house. Try setting your thermostat a few degrees cooler in the winter and warmer in the summer.
- Replace old appliances with energy-efficient ones.

UH.01.GP.08.im.01

Icon of electrical savings

Source: BartXD

UH.01.GP.09 Topic panel: wastewater tips

This topic panel is located on the exterior wall outside the bathroom display. It offers information about how visitors can help the wastewater utility at home.

UH.01.GP.09.tx.01

Panel title

Word count: 7

How can you help the Wastewater Utility?

UH.01.GP.09.tx.02

Body copy

Word count: 43

Grade level: 4

- Use non-toxic cleaners to keep chemicals out of wastewater.
- Don't flush wipes! Only pee, poo, and toilet paper should go in your toilet.
- Dispose of medications properly—don't flush them.
- Every bit of food that goes into the garbage disposal increases the odds of a sewer clog. Compost your food scraps instead of sending them down the drain.
- Never dump fats, oils, or grease down your drain.

UH.01.GP.09.im.01

Icon of wastewater savings

Source: BartXD

UH.01.GP.10 Topic panel: water tips

This topic panel is located on the exterior wall outside the kitchen display. It displays tips to visitors about how they can save water at home.

UH.01.GP.10.tx.01

Panel title

Word count: 7

What can you do to save water?

UH.01.GP.10.tx.02

Body copy

Word count: 57

Grade level: 3

- Set up a Water Wise House Call with us. We will check your house for leaks.
- Install water-saving sinks, toilets, and showerheads.
- Shut off the faucet when you brush your teeth.

- Run your dishwasher and washing machine only when full.
- Outdoor irrigation is the biggest water user at home. Consider low-water landscaping.
- Water your lawn only when it needs it—and during the cool parts of the day.

UH.01.GP.10.im.01

Icon of water savings

Source: BartXD

UH.01.GP.11 Topic panel: how do you compare?

This panel sits adjacent to the main intro panel. It interprets the average Roseville resident's use of utilities—and challenges them to see what they can change!

UH.01.GP.11.tx.01

Panel title

Word count: 4

How do you compare?

UH.01.GP.11.tx.02

Body copy

Reference:

https://www.roseville.ca.us/government/departments/environmental_utilities/News/every_day_that_is_how_ofen_we_use_water

<https://www.electricitylocal.com/states/california/roseville/>

Word count: 58

Grade level: 1

The average resident in Roseville:

- Uses between 100 and 115 gallons of water per day.
- Takes an 8-minute shower.
- Uses about 573 kWh per month. That's enough to run a hair dryer, day and night, for almost 24 days!
- Throws away about 4.5 pounds of trash each day.
- Flushes the toilet an average of 5 times per day.

UH.01.GP.11.im.01

Image: family using electricity in the home

Source: iStock,

<https://www.istockphoto.com/photo/solving-the-energy-crisis-one-switch-at-a-time-gm509393045-46465270>

UH.01.GP.11.im.02

Image: family using recycling bin

Source: iStock,

<https://www.istockphoto.com/photo/responsible-british-mother-teaching-toddler-how-to-recycle-gm1301169597-393278569>

UH.02 Interactive: what's your impact?

In this hands-on display, visitors will be able to make a variety of choices that impact the utilities to see how their decisions add up. The interactive can also show the cumulative impact of those choices: if everyone in Roseville made the same choices, how would it affect the City and the utilities? We could also build in some social media prompts here so visitors could share the results of their choices online.

Interpretive goals and outcomes

- Visitors will feel empowered to look at the choices, big and small, that they can make at home.
- Visitors will think about the big picture and the cumulative impact of their individual actions.
- Visitors will come away with at least one tip or action that they can take at home.

UH.02.GP.01 Background graphic

A graphic panel sits behind the interactive with the title of the interactive,

UH.02.GP.01.tx.01

Title

Word count: 4

Small steps add up

UH.02.IN.01 Interactive

Using the interactive, visitors move sliders, press buttons, or toggle switches to make choices: turn off items that draw power when not in use; replace inefficient appliances, etc. A small monitor on the panel tallies the impact of the choices.

UH.02.AV.01 Monitor showing cumulative impacts

A small monitor on the interactive totals the impact of each visitor's choices. It can also show how much more impact happens if we all take small steps: one person saving a gallon of water a month may not seem like much, but if every person in Roseville did the same, that's nearly 150,000 gallons—enough to fill more than 10 standard swimming pools!

Interactive stage	On-screen text	On-screen content/images
Attract loop	How do your changes add up? Touch to start	The attract loop can include some simple animation—a light switching off, a tap turning off—to prompt visitors to interact.
Main screen	Try making choices on this model to see what happens.	As visitors toggle the switches and make selections on the house, the monitor shows the effect. Toggle options • Dishwasher • Clothing washer/dryer • Trash/compost • TV • Lightbulbs • Toilet
Cumulative effect	[The text on screen will reflect the choices made] Water [individual] You saved [X] gallons of water a month. [cumulative] If every house in Roseville did the same, we'd save [X] gallons of water! Electricity [individual] You cut your energy usage by [X] kilowatt hours. [cumulative] If every house in Roseville did the same, we'd save [X amount] of electricity! Waste	The screen is divided in two: one half shows the individual effect, the other half shows what would happen if every household in Roseville made that change (there are approximately 53,000 households in Roseville, so that will be the multiplier)

	[individual] You cut your waste by [X amount]. [cumulative] If every house in Roseville did the same, we'd reduce waste by [X amount]!	
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UH.02.GP.02 Topic panel

A topic panel sits on the wall perpendicular to the interactive.

UH.02.GP.02.tx.01

Panel title

Word count: 4

You make a difference

UH.02.GP.01.tx.02

Body copy

Word count: 26

Grade level: 0

It can be hard to feel like one person makes an impact. But your choices add up! What happens if we all make a small change?

UH.02.GP.01.tx.03

Tip copy

Word count: 30

Grade level: 7

Do you have questions about electricity, water, wastewater, stormwater, or waste services? Your utilities are here to help. We can offer guidance, programs, and even money-saving rebates. Get in touch!

UH.03 Electricity station

The existing energy crank will be updated with new appliances and messaging. Additional messaging could show visitors the biggest sources of energy usage in the house: in most houses, the HVAC is the biggest energy hog.

Interpretive goals and outcomes

- Visitors will understand what appliances in the home use the most electricity.

UH.03.OB.01 Energy crank [existing, refurbished]

This will be refurbished by the fabricator to connect with new appliances and run a little quieter when turned.

UH.03.IN.01 Interactive

Visitors turn the crank on the interactive to power up different electronics mounted to the graphic.

Small appliances and electronics to be powered up:

- Phone charger: backlit graphic of a generic phone plugged into a wall charger: 6 watts
- LED light bulb: (60-watt equivalent): 13 watts
- Air conditioner: Image of a 900-watt unit, istock 969223304 over a working fan (so air blows when the appliance is engaged)

UH.03.GP.01 Interpretive graphics

The background graphics provide information about energy usage and also instructions for how to use the interactive.

UH.03.GP.01.tx.01

Panel title

Word count: 4

Crank up the power

UH.03.GP.01.tx.02

Body copy

Word count: 41

Grade level: 5

How much electricity does it take to run a TV? What about an efficient LED light? Different appliances and electrical devices use different amounts of electricity.

Turn the crank to see how much energy you need to power up these items!

UH.04 Water station

A sink anchors the display about the water utility, showing how visitors can be more efficient in their water usage. Visitors can stop a drip—suggested through LED lighting—by turning the faucet and moving the handle on the toilet. The resulting water savings is shown on an electronic counter.

Interpretive goals and outcomes

- Visitors will discover at least one way they can save water at home.

UH.04.EF.01 Sink environment

Theming will suggest a bathroom sink. (Note that this part of the exhibit also holds the toilet, which is coded as UH.05.EF.01)

UH.04.IN.01 Interactive

The default position for the interactive will be a slow “drip” made from LED lighting. This leak can be connected to a small digital counter that tallies up the drip rate, showing how much water is lost over time. For instance, a typical leak of 10 drips per minute adds up to about a gallon a day, or 29 gallons a month! Visitors can turn the tap higher (up to about 120 drips per minute for 11 gallons a day) to see the water waste even faster, or they can turn the tap all the way off to stop the waste.

Visitors can also jiggle the handle on the toilet to stop it (temporarily) from running.

Reference: <https://water.usgs.gov/edu/activity-drip.html>

UH.04.GP.01 Topic panel

A topic panel on the wall by the toilet holds instructions for both the water and wastewater interactives.

UH.04.GP.01.tx.01

Panel title

Word count: 3

Down the drain

UH.05.GP.02.tx.02

Water body copy

Reference:

https://www.facebook.com/100064276376410/videos/511544463830839/?__so__=permalink

Word count: 36

Grade level: 1

The biggest culprit for leaks in the house is the toilet. A toilet that runs all day can waste 200 gallons of water.

Look for other leaks in this bathroom. How many can you shut off?

UH.05.GP.02.tx.03

Wastewater body copy

Word count: 37

Grade level: 1

Every drain in your house—from your sink to your toilet—connects to the Wastewater Utility. What you put in, we have to take out!

Lift the toilet lid to discover what shouldn't go down the drain.

UH.05 Wastewater station

Visitors can lift a replica lid of a toilet—triggering the sound of a flush—to get a message about what people can and cannot flush. On the underside of the toilet is a graphic with images of items that clog the sewer or get caught up in the wastewater system, such as wipes, floss, and q-tips.

Interpretive goals and outcomes

- Visitors will be able to name at least one thing they should not flush.

UH.05.EF.01 Toilet environment

The toilet sits next to the sink (UH.04). Please note that the toilet bowl will not be real—we don't want to risk visitors trying to use it!

UH.05.IN.01 Interactive

The underside of the toilet is a graphic, not an open bowl. As visitors lift the lid, it triggers the sound of a flush.

UH.05.GP.01 Toilet seat graphic

Graphics on the opened toilet seat interpret what people should not flush.

UH.05.GP.01.tx.01

Panel title

Word count: 2

The unflushables!

UH.05.GP.01.tx.02

Body copy

Word count: 15

Grade level: 1

Help us keep these items out of the toilet! They don't break down—so they can clog pipes and cause overflows.

UH.05.GP.01.im.01

Icons of non-flushable items, with labels to ID them

- Baby wipes
- Dental floss
- Paper towels
- Q-tip/cotton swab
- Make-up removers or cotton balls

Source: BartXD

Word count: 34

Dental floss gets wrapped around items and causes blockages.

Even so-called “**flushable wipes**” don't break down in the toilet. Throw them out instead!

Paper towels, makeup removers, and cotton buds cause clogs in the sewer.

UH.06 Waste services station

In a kitchen environment, visitors can sort a variety of trash items into different bins to learn more about Roseville's recycling and organics composting programs.

The display holds a series of waste items, from food waste to paper goods to bottles to batteries. Visitors sort the items into the bin corresponding with the right category (trash, organics, hazardous waste), and a light on the interactive tells them if they got it right. Once the items have been sorted, they can automatically reset.

The items could be replaced or re-tagged if Roseville changes the way it manages different sorts of waste.

Interpretive goals and outcomes

- Visitors will feel confident about what they can compost, recycle, and dispose of in hazardous waste.

UH.06.EF.01 Kitchen environment

The kitchen environment includes a countertop compost bin and a replica pile of dishes with food scraps to help tell a story of organics composting in Roseville.

The kitchen will include a replica FOG can (fats, oils, and grease) sitting on the countertop as a tie to the wastewater utility. A replica produce sticker could be attached somewhere on the display.

UH.06.IN.01 Trash sorting interactive

The trash items can be tagged with an RFID or NFC that interacts with each bin. When an item is sorted correctly, a light on a backsplash turns green. When an item is sorted incorrectly, the light turns red.

To keep this interactive flexible, the bins will be three different colors. Each will have a spot for a changeable label, so the receptacle type can be updated if the City of Roseville changes what trash and recycling it accepts.

Bin labels

- Compost
- Trash/recycling
- Hazardous waste

Items, by appropriate bin (each item should include a photo and a written label of what the item is):

- Green waste/organics:
 - Food scraps:
<https://www.istockphoto.com/photo/compost-gm97578205-12226151>
 - Coffee grounds and filter:
<https://www.istockphoto.com/photo/used-brown-paper-filter-with-ground-coffee-isolated-on-white-gm1322491119-408440103>
 - Dead houseplant [or flower bouquet]:
<https://www.istockphoto.com/photo/faded-houseplant-solitude-concept-gm1214484653-353368229> or
<https://www.istockphoto.com/photo/bouquet-of-red-dried-roses-on-a-white-isolated-background-gm1323829981-409361373>
- Trash and recycling (One Big Bin)
*Note: if these get separated, the first three items (mail, bottles, cans) should be coded for recycling and the last two for trash. In that case, add meat and fish bones to the trash pile:
<https://www.istockphoto.com/photo/chicken-bones-gm481192151-36797832>
 - Pile of junk mail:
<https://www.istockphoto.com/photo/a-pile-of-various-mail-letters-gm1218254759-355921733>

- Plastic bottles:
<https://www.istockphoto.com/photo/single-use-plastic-bottle-trash-landfill-gm906016838-249808637>
- Soda can:
<https://www.istockphoto.com/photo/aluminum-can-gm179035469-25556473>
- Dirty socks:
<https://www.istockphoto.com/photo/socks-gm1220751189-357576373>
- Bagged pet waste:
<https://www.istockphoto.com/photo/black-plastic-dog-poop-bag-gm1407388211-458619951>
- Hazardous waste
 - Batteries:
<https://www.istockphoto.com/photo/aa-size-two-yellow-batteries-on-white-background-gm942370656-257542799>
 - Cleaning supplies (label as bleach):
<https://www.istockphoto.com/photo/white-blank-plastic-bottle-isolated-on-white-gm897806032-247735781>
 - Medication:
<https://www.istockphoto.com/photo/pills-falling-from-pill-bottle-on-blue-background-with-copyspace-gm1035982466-277319094>

UH.06.GP.01 Topic panel with intro and instructions

A topic panel to the far left of the kitchen includes instructions to visitors for how to use the interactive.

UH.06.GP.01.tx.01

Panel title

Sort that trash!

UH.06.GP.01.tx.02

Instructions

Reference:

<https://www.nrdc.org/resources/wasted-how-america-losing-40-percent-its-food-farm-for-k-landfill>

Word count: 31

Grade level: 3

Some trash—like food scraps and batteries—should not be thrown away with the rest of your garbage. Can you tell what goes where?

Sort these items into the right bin!

UH.06.GP.02 Backsplash graphic

A colored graphic backsplash sits behind the sink. This doesn't feature any text, but it holds the indicator light for the interactive.

UH.06.GP.03 Horizontal panel

A horizontal panel over the sink features a block of color and a brief text prompt.

UH.06.GP.03.tx.01

Text

Word count: 7

There's no place like home—and utilities.

UH.06.GP.04 Vertical panel: FOG

A vertical panel to the right of the sink holds interpretation about fats, oils, and grease—items that should not go down the sink or disposal. This is reinforced by a clear plastic container on the countertop that is marked “Food Grease.”

UH.06.GP.04.tx.01

Panel title

Word count: 4

Keep your kitchen FOG-free

UH.06.GP.04.tx.02

Body copy

Word count: 36

Grade level: 4

Keep your grease out of the drain! Fats, Oils, and Grease—called FOG—can build up on pipes and cause clogs. Waste Services will pick up FOG. Collect it in a clearly marked, sealed plastic container.

UH.06.GP.05 Small topic panel: garbage disposal

A small panel to the upper left of the kitchen interprets what should and should not go down the disposal. The panel can appear to be covered with produce stickers to reinforce that story.

UH.06.GP.05.tx.01

Panel title
Word count: 3

Down the disposal?

UH.06.GP.05.tx.02
Body copy
Word count: 46
Grade level: 3

When food goes into the garbage disposal, it enters the sewer. All that food can cause clogs that back up into your house! Non-food items like produce stickers should never go in the disposal. They don't break down. Instead, they stick to equipment and cause problems.

UH.06.GP.05.im.01
Images of fruit stickers can be stuck all over the panel
Source:
<https://www.istockphoto.com/photo/produce-sticker-collection-gm1085073664-291155527>

UH.06.GP.06 Topic panel: trash reduction tips

A large topic panel to the left of the sink (to the bottom left) includes content about how visitors can reduce waste at home.

UH.06.GP.05.tx.01
Panel title
Word count: 7

What can you do to reduce waste?

UH.06.GP.05.tx.02
Tips
Reference: <https://youtu.be/dyKOqyt9mzA>
Word count: 37
Grade level: 6

- Limit your food waste by planning before you grocery shop.
- Reduce packaging by buying non-perishable items in bulk.
- Avoid single-use items.
- Buy secondhand and donate used goods rather than throwing them away.
- Go digital to reduce paper.

UH.07 Stormwater station

A long reader rail along the window with a view to the garden interprets how landscaping and other outdoor actions can impact the stormwater utility.

The reader rail holds an interactive component where visitors can learn how to water their lawn and garden more efficiently. This is a spinner where visitors discover how to replace water and fertilizer-intensive plants and lawn with native species.

Interpretive goals and outcomes

- Visitors will discover landscaping tips that they can use at home.
- Visitors will think about how their outdoor activities impact the utilities.

UH.07.GP.01 Reader rail

UH.07.GP.01.tx.01

Panel title

Word count: 7

Stormwater is not just a rainy-day problem

UH.07.GP.01.tx.02

Body copy

Word count: 43

Grade level: 7

When you think about pollution, what comes to mind? Stormwater pollution can include trash, yard clippings, pet waste—and lots of chemicals. This harms creeks, wildlife, and people. Stormwater doesn't stop at Roseville: it travels hundreds of miles through other communities as it flows to the ocean.

UH.07.GP.01.im.01

Image: river friendly landscaping in Roseville

Source: Roseville Environmental Utilities, I53A9744.jpg

UH.07.GP.01.im.02

Image: river friendly landscaping in Roseville

Source: Roseville Environmental Utilities, IMG_1862-2.jpg

UH.07.GP.01.tx.03

Secondary header and copy

Reference: <https://ourwaterourworld.org/>

Word count: 32

Grade level: 7

River-friendly landscaping

Your garden can help prevent stormwater runoff. Native plants tend to use less water. You can solve common pest problems with non-toxic methods. These prevent pollutants from going into our stormwater system.

UH.07.GP.01.im.03

QR code that takes visitors to Roseville stormwater website and interactive

UH.07.GP.01.tx.04

Instructions

Word count: 22

**Can you protect our creeks with a more sustainable choice?
Scan this QR code to learn more at the Stormwater division's website.**

UH.07.GP.01.tx.05

Spinner text

Word count: 11

Turn the spinners to compare potential stormwater pollutants with greener options.

UH.07.GP.02 Window cling graphic

Below the reader rail are some fun, colorful window clings showing a creek and wildlife: younger visitors will enjoy this display just for them!

UH.07.GP.02.im.01

Illustration of creek

Source: BartXD

UH.07.IN.01 Matching Interactive

A low-tech puzzle interactive about Integrated Pest Management will be attached to the reader rail. A bin on the rail holds two kinds of puzzle pieces: stormwater pollutants and more sustainable replacements. Visitors can select pieces to try to match them up on a frame on the reader rail. When they successfully make a match, the two pieces complete a picture!

Multiples of the puzzle pieces can be supplied in case some get damaged or go missing. The UEC can also create new matching pieces in the future if they want to refresh this component.

UH.07.GP.03 Matching graphics #1

UH.07.GP.03.tx.01

Spinner text 1: Fertilizer/compost

Pollutant: fertilizer

When fertilizer gets into the water, it causes algae to bloom.

Replacement: compost

Feed your landscaping with compost—it stays where it's placed. It also helps the environment because composting keeps those materials out of the landfill.

UH.07.GP.04 Matching graphics #2

UH.07.GP.04.tx.01

Spinner text 2: pesticides/beneficial insects

Pollutant: pesticides

Yuck! Pesticides in the creek hurt wildlife and can damage drinking water supplies.

Replacement: beneficial insect

Ladybugs, lacewings, and mantises provide natural pest control.

UH.07.GP.05 Matching graphics #3

UH.07.GP.05.tx.01

Spinner text 3: invasive/native

Pollutant: invasive plants

Invasive plants can take over a garden and choke out other plants.

Replacement: native plants

Native species have evolved to provide food and shelter to wildlife.

UH.07.GP.06 Matching graphics #4

UH.07.GP.06.tx.01

Spinner text 4: overwatering/mulch

Pollutant: overwatering

Only water when needed. Overwatering promotes excessive growth, which attracts pests.

Replacement: mulch

Hold water in your garden with mulch. This provides a slower, well structured growth that resists pests.

UH.08 Bench seating

A low bench will be available for seating just outside the house.

UH.08.EF.01 Seating

Area 10: Tech lab (TL)

Key topics

- Family and classroom activities and hands-on exploration.

Goals and objectives

- Classrooms will have space to work on guided or open-ended projects together.
- Families will be able to work collaboratively on activities or special events.

Area description

The tech lab offers a flexible space for UEC staff to host school groups and weekend activities.

TL.01 Orientation signage

The tech lab will display a signage panel that lets visitors know when it is open to the public; and what sort of activities they might be able to participate in.

Interpretive goals and outcomes

- Visitors will understand the purpose of the tech lab.
- Visitors will feel excited to visit the UEC for a tech lab event or activity weekend.

TL.01.GP.01 Graphic panel

The graphic includes permanent content about the Tech Lab. The panel also includes an acrylic sign holder where staff can print and display changing information about Tech Lab hours, or upcoming events and programs.

TL.01.GP.01.tx.01

Panel title

Word count: 2

Tech Lab

TL.01.GP.01.tx.02

Body copy

Word count: 42

Grade level: 7

Get ready to build, design, and have fun! The Tech Lab is a place for engineering activities and hands-on exploration. Our staff facilitate award-winning programs for school groups and other organizations. You can also join us for weekend activities and special events.

TL.01.GP.01.im.01

Image: kids interacting with Tech Lab activities

Source: E55B7976.jpg

TL.01.GP.01.tx.03

Fun fact

In the Tech Lab, we don't just teach facts: we teach students how to ask good questions and innovate. This helps prepare students for life, no matter what path they follow.

TL.01.OB.01

Object: plexiglass sign holder

This sign holder allows staff to print and display opening hours, schedules of events, or welcome signage for groups coming to the Tech Lab.

TL.01.GP.02 Dimensional letters

Magnetic board with dimensional letters

TL.01.GP.02.tx.01

Dimensional letter text

Word count: 5

[Discover more at the UEC](#)

TL.02 Activity Kit Seating

Throughout the UEC will be spaces where families can gather and work on activity kits together. These will be low tables with three or more chairs.

**Note: while these are coded with the Tech Lab, they will be located throughout the center, not in the Tech Lab where there is already seating.*

Interpretive goals and outcomes

- Visitors will be excited to participate in open-ended play and exploration.

TL.02.EF.01 Tables (4 total) and chairs (12 total)

Currently we have designated four spots in the UEC for gathering and activities. However, these tables and chairs can be moved and relocated as needed.

TL.03 Announcement Board

A new magnetic board will replace the existing bulletin board near the entrance. This will display changing information about programs, events, and topics. It can also be used for the center's League of Explorers program.

TL.03.OB.01 Magnetic board

TL.04 Literature Rack

A literature rack will sit below the magnetic board.

TL.04.OB.01 Literature rack

TL.05 Hand Sanitizer Station

An off-the-rack hand sanitizer will be attached to a circular graphic with UEC branding.

TL.05.OB.01 Hand sanitizer**TL.05.GP.01 Circular graphic**

TL.05.GP.01.tx.01

Text

Word count: 10

[Keep it clean! For your safety, please use hand sanitizer.](#)

Exploration stations [NIC]

The tech lab can be the space for visitors to play and learn with the Big Blue blocks, erector sets, and other maker activities. A staff member will be available in the space when it is open to help visitors.

Bibliography

Specific sources have been cited throughout the text to indicate where we pulled certain facts or figures. In addition, below are some of the other sources we have consulted through the exhibition.

Roseville utility experts

- Roseville Electric: David Bradford, Erin Frye, Matt Garner, Jason Grace, Shawn Matchim, Nathan Ribordy
- Waste Services: Shelley Tilley, Stephanie Ulmer
- Stormwater: Wayne Nielsen, Matt Ocko
- Wastewater: Jason Fick, Eric Robarge
- Water: Sean Bigley, Stephen Peterson, Mike Simi

Websites, books, other sources:

Roseville Environmental Utilities websites:

- Environmental Utilities:
<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8717422>
- Water Futures initiative:
<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=15752335>
- Stormwater management:
<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8908315>
- Recycling:
<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8908309>
- Food waste and composting:
https://www.roseville.ca.us/news/what_s_happening_in_roseville/recycling_food_waste_in_roseville

Roseville publications and reports

- Roseville Electric 2018 Integrated Resource Plan:
http://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/Image/Electric/Electric_IRP_2018_WEB.pdf
- Roseville Electric reports:
https://www.roseville.ca.us/government/departments/electric_utility/about_us/reports_publications
- Environmental Utilities 2018 annual report:
https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Environmental%20Utilities/News%20and%20publications/Fiscal%20Reports/EU_AnnualReport_2019_MainDesign_SinglePages_reduced2.pdf
- 2011 Annual Report:
https://p1cdn4static.civiclive.com/UserFiles/Servers/Server_7964838/File/Government/Departments/Environmental%20Utilities/News%20and%20publications/Fiscal%20reports/2011%20EU%20Annual%20Report%20-%20WEB%20VERSION-.pdf

Other Roseville Utilities sites:

- Celebrating 50 years of water:
https://spark.adobe.com/page/hJkVutuOkbBke/?utm_source=acwa+news
- Aquifer storage and recovery video:
<https://www.youtube.com/watch?v=RiyJJFgL3Hg>
- Placer Recycles: <https://placerrecycles.com>
- Placer Waste Management: <https://www.wpwma.ca.gov>
- Virtual tour of the MRF: <https://qxe.258.myftpupload.com>

Environmental Protection Agency (EPA):

- Water topics: <https://www.epa.gov/environmental-topics/water-topics>; and
<https://www.epa.gov/watersense>
- Sustainability and greener living:
<https://www.epa.gov/environmental-topics/greener-living>
- Waste services:
<https://www.epa.gov/environmental-topics/land-waste-and-cleanup-topics>

California Public Utilities Commission

- Net zero:
<https://www.cpuc.ca.gov/industries-and-topics/electrical-energy/demand-side-management/energy-efficiency/zero-net-energy>

National Energy Education Development:

- <https://www.need.org>
- Energy graphics: <https://need-media.smugmug.com/Graphics>

Source: Beyond Plastics, a project of Bennington College, retrieved from
<https://www.beyondplastics.org/fact-sheets/plastic-water-bottles>

Source: Case Western Reserve Office of Energy & Sustainability, retrieved from
<https://case.edu/sustainability/news/making-switch-reusable-bottles>

Appendix A: Image Matrix

Below you will find a matrix of images for the exhibition.

Area	Code	PROPOSED IMAGE	SOURCE	SIZE NEEDED	RIGHTS	CREDIT	COST	NOTES
01	LO.02.GP.02.im.01	Scene key of cutaway, identifying the different types of pipes, mains, and conduits	BartXD	Panel (small)	N/A	N/A	\$0	
02	VS.02.GP.02.im.01	Green symbol	BartXD	Panel (small)	N/A	N/A	\$0	
02	VS.02.GP.03.im.01	Symbols/logos of sustainable goods: Forest Stewardship Council	FSC: https://fsc.org/en/fsc-labels	Panel (small)	Permissions secured	N/A	\$0	
02	VS.02.GP.04.im.01	Symbols/logos of sustainable goods: Certified B Corp	https://www.bcorporation.net/en-us/	Panel (small)	Permissions secured	N/A	\$0	
02	VS.02.GP.05.im.01	Symbols/logos of sustainable goods: 1% for the planet	https://onepercentfortheplanet.org/primary-assets	Panel (small)	Permissions secured	N/A	\$0	
02	VS.02.GP.06.im.01	Symbols/logos of sustainable goods: Rainforest Alliance Certified	https://www.rainforest-alliance.org/business/marketing-sustainability/using-our-logo-and-seal/	Panel (small)	Permissions secured	N/A	\$0	
02	VS.02.GP.07.im.01	Symbols/logos of sustainable goods: Energy Star	https://www.energystar.gov/ia/home_improvement/downloads/HPwES_Logo_Use.pdf	Panel (small)	Permissions secured	N/A	\$0	
02	VS.02.GP.08.im.01	Symbols/logos of sustainable goods: Water Sense	https://www.epa.gov/watersense/watersense-products	Panel (small)	Permissions secured	N/A	\$0	
02	VS.02.GP.09.im.01	Symbols/logos of sustainable goods: Climate neutral	Climatepartner.org	Panel (small)	Permissions secured	N/A	\$0	
02	VS.02.GP.10.im.01	Symbols/logos of sustainable goods:	Fairtradecertified.org	Panel (small)	Permissions secured	N/A	\$0	
03	WO.01.GP.01.im.01	Utility icons	BartXD	Panel (small)	N/A	N/A	\$0	These are the icons that have been created by BartXD to identify each utility in the exhibition.
03	WO.02.GP.01.im.01	UEC logo	Roseville Environmental Utilities	Panel (small)	N/A	N/A	\$0	
03	WO.03.GP.01.im.01	Iconic image of waste services utility: garbage truck	Roseville Environmental Utilities DSC00633.jpg	Photomural	N/A	N/A	\$0	
03	WO.03.GP.02.im.01	Iconic image of water utility: Barton Road plant or water towers	Roseville Environmental Utilities BartonRoad3.jpg	Photomural	N/A	N/A	\$0	
03	WO.03.GP.03.im.01	Iconic image of wastewater utility: cleaned water flowing over a weir	Roseville Environmental Utilities E55B8040.jpg	Photomural	N/A	N/A	\$0	
03	WO.03.GP.04.im.01	Iconic image of stormwater utility: water flowing into a stormdrain	istock 1269745220	Photomural	N/A	N/A	\$12	
03	WO.03.GP.05.im.01	Iconic image of electrical utility: substation	Roseville Electric, I53A9581.jpg	Photomural	N/A	N/A	\$0	
03	WO.03.GP.06.im.01	UEC logo	Roseville Environmental Utilities	Panel (small)	N/A	N/A	\$0	
04	WS.01.GP.01.im.01	Image showing the work that the waste services utility does	Roseville Environmental Utilities DSC02984_Edited.jpg	Panel (medium)	N/A	N/A	\$0	
04	WS.01.GP.02.im.01	Infographic of repeating trashbags, showing amount of trash from one person in a year, four people in a year, city of Roseville in a year	BartXD	Panel (medium)	N/A	N/A	\$0	
04	WS.01.GP.02.im.02	Simplified bar chart showing makeup of waste that the average American throws away	BartXD	Panel (medium)	N/A	N/A	\$0	
04	WS.02.GP.01.im.01	Western Regional Sanitary Landfill	Lisa Zeng	Photomural	N/A	Lisa Zeng Photograph	\$500	
04	WS.02.GP.02.im.01	Workers sorting trash at the landfill	Roseville Environmental Utilities MRF Tour 2018-021	Panel (small)	N/A	N/A	\$0	
04	WS.03.GP.01.im.01	Images of different types of garbage trucks used in Roseville	BartXD Reference https://www.youtube.com/watch?v=JY5TCEwOPRc	Panel (medium)	N/A	N/A	\$0	
04	WS.04.GP.01.im.01	Hazardous waste items: batteries, paint, chemicals	istock, https://www.istockphoto.com/photo/old-paint-cans-gm501292851-4354566	Panel (small)	N/A	N/A	\$12	
04	WS.04.GP.02.im.01	Food waste in organics bin	istock, https://www.istockphoto.com/photo/fresh-bio-waste-and-compost-gm547150468-98819639	Panel (small)	N/A	N/A	\$12	

04	WS.04.GP.03.im.01	Electronics and small appliances	istock, https://www.istockphoto.com/photo/old-used-and-obsolete-electronic-equipment-gm475000796-65048931	Panel (small)	N/A	N/A	\$12	
04	WS.04.GP.04.im.01	Discarded clothes and shoes	istock, https://www.istockphoto.com/photo/big-pile-of-clothes-and-accessories-thrown-on-the-floor-gm510387760-86217277	Panel (small)	N/A	N/A	\$12	
04	WS.04.GP.04.im.01	Discarded cardboard boxes and packaging	istock, https://www.istockphoto.com/photo/a-group-of-open-cardboard-containers-discarded-gm1141935674-306133776	Panel (small)	N/A	N/A	\$12	
05	WA.01.GP.01.im.01	Image showing water workers at a well site	Roseville Environmental Utilities 5B6A0415.jpg	Panel (medium)	N/A	N/A	\$0	
05	WA.03.GP.01.im.01	Water flowing over a dam	Roseville Environmental Utilities DSC08629.jpg	Panel (medium)	N/A	N/A	\$0	
05	WA.04.GP.01.im.01	Large-scale illustration showing above and belowground sources of Roseville's water	BartXD	Photomural	N/A	N/A	\$0	
05	WA.04.GP.02.im.01	Image showing groundwater well site	Roseville Environmental Utilities DSC02090.jpg	Panel (medium)	N/A	N/A	\$0	
05	WA.04.GP.02.im.02	Image showing Barton Road plant	Roseville Environmental Utilities DSC01057.jpg	Panel (medium)	N/A	N/A	\$0	
05	WA.04.GP.03.im.01	Illustration of aquifer	BartXD	Panel (small)	N/A	N/A	\$0	Lift door exterior image (on illustration)
05	WA.04.GP.04.im.01	Illustration of pump house	BartXD	Panel (small)	N/A	N/A	\$0	Lift door exterior image (on illustration)
05	WA.04.GP.05.im.01	Illustration of neighborhood	BartXD	Panel (small)	N/A	N/A	\$0	Lift door exterior image (on illustration)
06	WW.01.GP.01.im.01	Image showing the work that the wastewater utility does	Roseville Environmental Utilities IMG_4999.jpg	Panel (medium)	N/A	N/A	\$0	
06	WW.02.GP.01.im.01	Treatment plant	Roseville Environmental Utilities E55B7946.jpg	Panel (medium)	N/A	N/A	\$0	
06	WW.03.GP.01.im.01	Illustration showing steps in the process of cleaning wastewater	BartXD to create based on https://roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=16829610	Panel (medium)	N/A	N/A	\$0	
06	WW.04.GP.01.im.01	Clog in a sewer pipe being dealt with	Roseville Environmental Utilities liftstation 1.jpg	Panel (medium)	N/A	N/A	\$0	
06	WW.06.GP.01.im.01	Purple pipe recycled water	Roseville Environmental Utilities LX1C2500.jpg	Panel (medium)	N/A	N/A	\$0	
07	ST.01.GP.01.im.01	Image of Dry Creek park restoration in progress	Roseville Environmental Utilities 6-DJI_0202.jpg	Panel (medium)	N/A	N/A	\$0	
07	ST.02.GP.01.im.01	Photo of stormwater system: drains or outlet pipes	Istock, https://www.istockphoto.com/photo/wastewater-gm824824072-133713425	Panel (medium)	N/A	N/A	\$12	
07	ST.02.GP.02.im.01	House front cutaway image (on model)	BartXD	Panel (medium)	N/A	N/A	\$0	
07	ST.03.GP.01.im.01	Custom illustration depicting good and bad stormwater practices in an environment that suggests Roseville	BartXD	Photomural	N/A	N/A	\$0	
08	RE.01.GP.01.im.01	Image showing the work that the electric utility does (REP)	Roseville Electric, LX1C3917.jpg	Panel (medium)	N/A	N/A	\$0	
08	RE.02.GP.01.im.01	Lineman (graphic cutout)	Roseville Electric, I53A7792.jpg	Photomural	N/A	N/A	\$0	
08	RE.02.GP.02.im.01	Annotated illustration of worker with gear	BartXD, Reference for gear: https://i.pinimg.com/originals/f8/b7/78/f8b778477e6a000fa9ff54a078c842e5.jpg or https://www.accessenergycoop.com/sites/accessenergy/files/images/lineman_2014_web.jpg	Panel (large)	N/A	N/A	\$0	Gear items are actual props attached to panel
08	RE.03.GP.01.im.01	Illustration forming backdrop to interactive, featuring REP, substations, neighborhood connections	BartXD	Photomural	N/A	N/A	\$0	

08	RE.04.GP.01.im.01	Infographics and simple illustrations of turbines and electricity sources	BartXD	Photomural	N/A	N/A	\$0	
09	UH.01.GP.01.im.01	Water inspector working at home	Roseville Environmental Utilities	Panel (medium)	N/A	N/A	\$0	
09	UH.01.GP.07.im.01	Icon of water flowing into a creek	BartXD	Panel (medium)	N/A	N/A	\$0	
09	UH.01.GP.08.im.01	Icon of electricity savings	BartXD	Panel (medium)	N/A	N/A	\$0	
09	UH.01.GP.09.im.01	Icon of wastewater savings	BartXD	Panel (medium)	N/A	N/A	\$0	
09	UH.01.GP.10.im.01	Icon of water savings	BartXD	Panel (medium)	N/A	N/A	\$0	
09	UH.01.GP.11.im.01	Stock image of family using electricity in the home	istock, https://www.istockphoto.com/photo/solving-the-energy-crisis-one-switch-at-a-time-gm509393045-46465270	Panel (medium)	N/A	N/A	\$33	
09	UH.01.GP.11.im.01	Stock image of family recycling	istock, https://www.istockphoto.com/photo/responsible-british-mother-teaching-toddler-how-to-recycle-gm1301169597-393278569	Panel (medium)	N/A	N/A	\$33	
09	UH.03.IN.01.im.01	Image of air conditioner for interactive	istock 969223304	Panel (medium)	N/A	N/A	\$12	
09	UH.05.GP.01.im.01	Icons of non-flushable items	BartXD	Panel (medium)	N/A	N/A	\$0	
09	UH.06.GP.05.im.01	Illustration of fruit stickers	iStock, https://www.istockphoto.com/photo/produce-sticker-collection-gm1085073664-291155527	Panel (medium)	N/A	N/A	\$12	
09	UH.07.GP.01.im.01	River-friendly landscaping	Roseville Environmental Utilities, I53A9744.jpg	Panel (medium)	N/A	N/A	\$0	
09	UH.07.GP.01.im.02	River-friendly landscaping	Roseville Environmental Utilities, IMG_1862-2.jpg	Panel (medium)	N/A	N/A	\$0	
09	UH.07.GP.02.im.02	Fun, friendly illustration of wildlife along the creek: salmon, wading birds, frogs, people	BartXD	Panel (medium)	N/A	N/A	\$0	
10	TL.01.GP.01.im.01	Photo showing a group in the Tech Lab	Roseville Environmental Utilities, E55B7976.jpg	Panel (medium)	N/A	N/A	\$0	

Appendix B: Artistic Reference

The pages below offer image and content references for the themed and artistic components that the fabricator will create for the exhibition.

Artistic reference 1: Entry pipe walkthrough with utility cross-section LO.02.EF.01

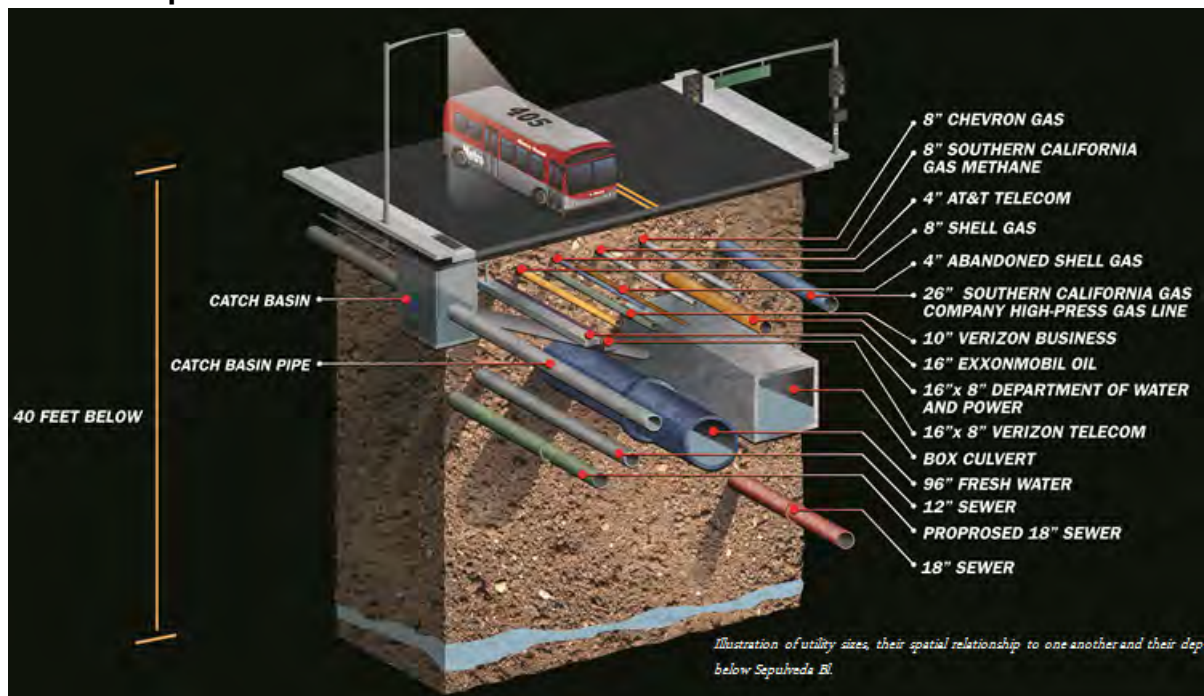
The display consists of a replica stormwater pipe that is accessible to all visitors and large enough for a family group to pass through. Over the pipe sits a street cutaway: a simulated asphalt surface with curb, and several other utility pipes beneath that.

Size: 9'- $\frac{7}{8}$ " wide x 10'-6 $\frac{3}{4}$ " high

Elements

- Large walkthrough concrete storm drain, based on a 96" pipe
 - Moment of discovery: produce stickers attached to walls of pipe
- Street section
 - Curb at left with stormwater catch basin below that leads to pipe
 - Street top surface appearing to be several inches of asphalt over a stone substrate
- Cutaway sections of conduit and pipe
 - 18" sewer pipe (green pipe)
 - 2" underground electrical conduit (yellow pipe)
 - 1" water main (blue pipe)

Reference photo



Artistic reference 2: Landfill tower and groundform theming

WS.02.EF.01

A vertical core sample of landfill shows how trash disposal—and refuge—have changed over time. A groundform connects this tower to the photomural behind.

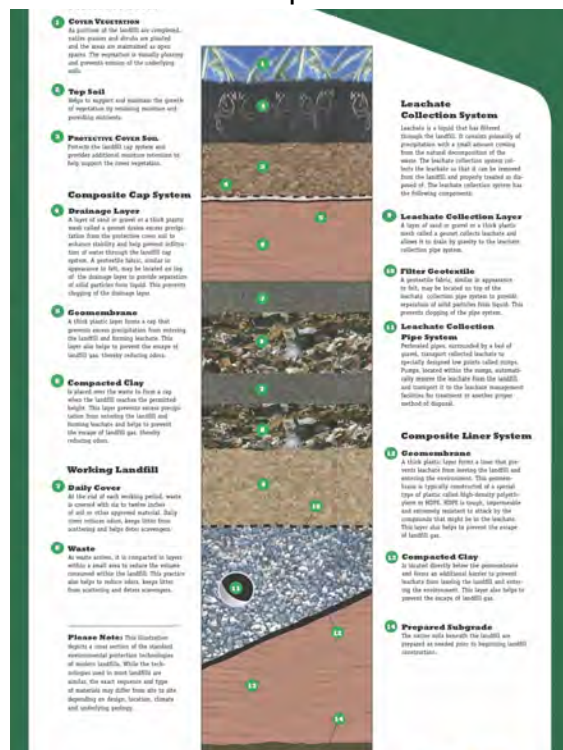
Size: 8'-11 ¾" tall x 1'-10" wide

Elements

- Scenic garbage bags embedded into a groundform
- Landfill cutaway consists of layers of compacted trash within an acrylic housing.
From bottom to top:
 - a. Compacted clay or soil at the very bottom
 - b. Gravel layer with leachate collection pipe
 - c. Waste layer 1: compacted trash from the 1970s or 1980s: mostly unrecognizable, contains beer bottles, cans, newspapers and other unrecycled items
 - d. Daily cover layer: dark layer of soil or other fill
 - e. Waste layer 2: trash from the 1990s or 2000s: more plastics appear (water bottles), food stuffs
 - f. Daily cover layer: dark layer of soil or other fill
 - g. Waste layer 3: modern era. Contains few recyclables
 - h. Daily cover layer: dark layer of soil or other fill
 - i. Topped with cover soil

Reference photo

Full size version: https://www.wm.com/thinkgreen/pdfs/Anatomy_of_a_Landfill.pdf



Artistic reference 3: Trash pile environment

WS.04.EF.01

A recreated pile of trash will encourage people—and especially children—to explore. The display will include real, replica, and sculpted elements set into a durable groundform. These will include large-scale and smaller-scale rubbish items, including electronics and other items that kids will readily recognize. These items can be used by staff as a scavenger hunt or look and find activity.

Visitors can crawl into a low tunnel through the trash and can peer through an acrylic dome that covers a discarded washing machine.

Size: 7'-2" x 8' total

Elements

- Dirt-colored groundform holds a wide variety of secured, recognizable objects
- Crawl-through tunnel with rubber flooring (no rough edges inside to snag visitors)
- No new items will be purchased for this groundform: the fabricator should use recycled and collected materials.

Reference photo



Artistic reference 4: Chicken sculpture

WS.02.EF.02

A sculpture of a hen will be placed in the Waste Services exhibit as a fun moment of discovery for visitors and to reference the real chickens that can be found at the landfill.

Size: about 16: tall including comb

Elements

- Leghorn hen: classic whitish chicken with small red comb and wattle and yellow feet and beak
- Stance: leaning over slightly as if to peck insects on the ground

Reference photo



Artistic reference 5: Replica water pipe

WA.02.EF.01

A replica blue drinking water pipe stands vertically on the platform next to the introduction panel. This also holds the water interactive.

Size: 12'-10" tall x 2'6" wide at base

Elements

- Vertical pipe with scenic finish and faux welds at the joints
- Flange on side of pipe
- Wheel
- LED monitor covered with removable frame with scenic bolts
- To increase accessibility of this component, the pipe will include tactile arrows and lettering: pointing upward to indicate "water pumping" and downward to indicate "aquifer recharging."

Reference photos

Please note that the pipe color should be True Blue/Safety, not the color shown in this photograph.





TRUE BLUE/SAFETY

11SF

RGB: 0,94,145

Artistic reference 6: Recycled water pipe

WW.06

A purple recycled water pipe emerges from this section of the exhibit and travels across the ceiling to connect with the other side of the room (terminating at the window near the garden). The pipe will be “Irvine purple” in color to denote recycled water.

Elements

- Purple pipe

Reference photos



Artistic reference 7: Stylized city model

ST.02.EF.01

The city model will show landscape, creek, and several types of buildings: residential and businesses. This will be stylized and durable to hold up to lots of tactile exploration. It will show a landscape that is native to Roseville.

Size: 12' x 7'-8"

Elements

- Upper section showing stylized Roseville:
 - House with bathroom
 - Businesses
 - Roadway
 - Garbage truck collecting green waste
 - Stylized oak trees, rocks, grass
- Lower section showing stylized Dry Creek
 - Outfall pipe
 - "Water"
 - Rocks and trees
- Cutaway section showing pipe path
- Spots to drop balls and receptacles where the balls wind up

Reference photos



Artistic reference 8: Scenic theming: utility pole and infrastructure
RE.02.EF.01

A scenic weathered backyard power pole serves as the backdrop to the graphic cutout of a lineman. The display also includes a transformer and glass insulators.

Size: 10'-6" high (height to be verified by fabricator)

Elements

- Utility pole topped with cross arms and insulators
- Distribution transformer on side of pole

Reference photos



Appendix C: Multi-Media Content & Treatments

Below are descriptions for the content of multi-media components in this exhibition. See the design book for hardware recommendations and schematics.

AV Experience 1: Media Wall

LO.01

The media wall will run a looping series of images and announcements that can be changed and updated easily by the UEC.

Exhibit Purpose (Goals and Objectives)

- To inform visitors about upcoming and current events, programs, and activities at the UEC.
- To offer changeable content and imagery to support the UEC.

Visitor Experience

Visitors will not be able to interact with the media wall, but the program will loop. There is no audio with the program.

Run-Time

Changing based on the program. We recommend a looping length of 1–3 minutes total: long enough to not feel repetitive, but short enough to allow visitors to rewatch easily.

Draft Script

Program will be provided by UEC

Hardware

Planar URX100 4K LED monitor
BrightSign HD224 media player

AV Experience 2: Utility Map

WO.02

Imagery and animation relating to the utilities are projection mapped onto a dimensional topo map. Each utility's story will illustrate the complexity of the work and infrastructure, while also helping people understand how they rely on Roseville's utilities.

Exhibit Purpose (Goals and Objectives)

- To illustrate the complexity and interconnectivity of utility infrastructure.
- To help visitors visualize where their utilities come from.

Visitor Experience

As visitors approach the map, a motion sensor will trigger the projection to start. This will be a subtle animation to attract visitor attention.

Visitors can then use one of the two touchscreens to control the projection. On-screen, visitors can select the different utilities to see the infrastructure and pathways that the utilities take. Visitors (either using a single touchscreen or users on both touchscreens) can layer more than one utility onto the map to see where they intersect and connect. Visitors should not be able to negate each other's actions or choices—some work will need to be done by the AV contractor to ensure that the interactive can handle multiple people pressing buttons at the same time.

Run-Time

The run time is visitor driven, but we expect that most people will spend between 30 seconds and several minutes exploring the interactive.

Draft Script

Reference: <https://data-roseville.opendata.arcgis.com/pages/applications>

Interactive stage	On-screen text	Interactive/projection content
Attract loop	[looping questions on screen] How do water and electricity reach your house? Where does your sewage go? What happens to your trash when it leaves the curb? Where do Roseville's stormwater drain to? Touch to start!	The projection will be motion-activated. As visitors walk near, the projection features subtle animation along the map.
Interactive start	Select a utility to see its path through Roseville. [Selections] ● Roseville Electric ● Stormwater ● Waste Services ● Wastewater ● Water	The animation on-screen will continue, perhaps cycling through the different utilities until visitors make a selection.

Roseville Electric	(1) The city generates its own electricity at Roseville Energy Park. We also purchase energy from the grid. (2) Electricity travels to substations. (3) Electricity travels on underground and aboveground lines to houses and businesses. [Fun fact] Did you know? Roseville Electric uses recycled water from the Wastewater Utility to cool its machinery.	(1) The projection illuminates REP, with electrical lines radiating outward. (2) Several substations pop up on the map. (3) Electrical lines continue to radiate out. Houses light up as the energy reaches them. Several EVs in driveways on the map might honk their horns or unplug and drive off. Other fun moments could be added.
Stormwater	(1) Rain and snow fall on roads and sidewalks, becoming stormwater. (2) Our actions also impact stormwater runoff. (3) As stormwater travels, it picks up pollution and debris. Drains carry the water out to Dry Creek and Pleasant Grove Creek without being cleaned. [Fun fact] The Stormwater Utility restored a section of Dry Creek. It's home to salmon, birds, and other wildlife—and your actions can keep it healthy.	(1) Rain and snow fall across the map (2) Animations show people watering lawns, washing cars, trash gets caught in stormwater, etc. (3) Water flows across the city in storm drains to exit at the two creeks. A fun animation shows wildlife in the creek: salmon, frogs, wading birds.
Waste Services	(1) When you bring your cans to the curb, we show up. (2) Waste Service trucks drive routes across the city, picking up trash and green waste and bringing	(1) A neighborhood lights up, with images of cans appearing on the map. (2) A fleet of trucks drive out of the Corp Yard and across the map. If possible, the

	it to the Materials Recovery Facility for sorting and disposal. [Fun fact] Waste Services workers cover more than 14,000 miles every week! That's like driving across the country five times!	trucks follow some routes and head to the landfill and back. Animation shows trucks in action, happily honking horns, etc.
Wastewater	(1) Everything that goes down the toilet or drain in your house gets cleaned by our Wastewater Utility. Waste flows along hundreds of miles of sewer lines to one of two treatment plants. (2) The Pleasant Grove and Dry Creek treatment plants remove waste from wastewater. (3) We release cleaned water into the creeks. A portion of water is used to water landscapes and for cooling at our energy park. [Fun fact] Most of Roseville's sewers flow using gravity!	(1) The sound of showers running, toilets flushing, and washing machines running triggers a flow of wastewater out along sewer pipes. (2) The two wastewater treatment plants are animated. (3) From the treatment plants, purple pipes connect to some parks and to the REP; a truck heads to the landfill, and outfall goes to the creeks.
Water	(1) Roseville gets a majority of its water from Folsom Lake to the east. This is cleaned at our treatment plant. (2) We also store water in huge tanks. (3) We pump water from underground aquifers. In wet years, we flow excess water to underground aquifers, saving it to use during droughts. (4) Drinking water flows through its own, separate system. So your water is clean, safe, and delicious!	(1) Folsom may not be visible on the map, but the Barton Road treatment plant can come to life with flowing water and sounds. (2) The water tanks get illuminated. (3) Well sites pop up, with water coming from the ground. (4) Water flows across major water mains, triggering water usage across the map: an animation of the dancing fountain at a shopping center could start up; a public swimming pool from

	[Fun fact] Roseville slopes downward from east to west, so most of our water flows by gravity, which helps us keep rates low.	the aquatics complex could appear on the map with an animation of splashing; a kid playing in a sprinkler, etc.
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Hardware

Two touchscreens
Projector
Motion sensor

AV Experience 3: Trash Sorting Interactive WS.05

On a large multi-touch surface, visitors can use an interactive to sort and divert recyclable and compostable items from the waste stream. This interactive is based on the sorting line at the MRF. It can be used collaboratively by multiple people at once.

Exhibit Purpose (Goals and Objectives)

- Visitors will be able to connect their trash with the work at the MRF.
- Visitors will be inspired to reduce their trash production.

Visitor Experience

On screen, a series of trash items move down a conveyor belt. Visitors can touch or swipe to select items for recycling or composting, removing those items from the landfill.

Run-Time

Each game should last approximately 60–90 seconds. The trash going by can speed up slightly over time, increasing the difficulty.

Draft Script

Interactive stage	On-screen text	Interactive/video content
Attract loop	Can you sort the trash? Touch to start	The screen can show an attract loop of trash whizzing by on a conveyor belt.
Interactive start	[Selection] One player or two? [Instruction screen] At the Materials Recovery Facility, workers sort trash on a conveyor	Visitors select whether they want to play alone or competitively.

	belt. Can you keep recyclables out of the landfill? Touch any recyclables you see as they whiz by. [The game could be set so that visitors have to pick a specific type of recyclable.] Today, you have to sort [paper/plastic/glass/metal] [single player] See how many recyclables you can remove. Good luck! [multi-player] Who can remove the most recyclables? Good luck! [counts down] 3-2-1-SORT!	The screen might show trash building up on the conveyor belt getting ready to sort.
Single or competitive play	[Encouragement on screen will prompt visitors] Do you see any glass? Is that a metal can? Have you missed any plastic bottles? [Incorrect sorts will be flagged] Oops, that's trash!	The game plays for a set amount of time (approximately 60 seconds) More and more trash goes by as the time ticks down, making it harder to flag your recyclables. A counter will show how many recyclables are being removed. Incorrect selections are shown in a separate counter.
Conclusion	Great job! You removed [amount] of [paper/plastic/metal/glass] before it could hit the landfill.	A conclusion screen shows the final score: correct and incorrect sorts, and winner if this was a competition. The winner could enjoy some fanfare and be designated as a Recycling Hero!

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Hardware

Surface touchscreen

AV Experience 4: Groundwater interactive WA.02

An interactive at the water pipe helps visitors understand the groundwater system.

Exhibit Purpose (Goals and Objectives)

- To simulate the flow of groundwater and connect the sources of water to the water that visitors drink.
- To indicate the planning and forethought of the utility.

Visitor Experience

Visitors can turn a wheel on the pipe in one direction to start the “flow” of water (this is not actual water but a video on an embedded video screen). Bubbles on the screen pop up with information about groundwater pumping and average water usage throughout the year. When the pipe has reached its full capacity, visitors can turn the wheel in the other direction to recharge the aquifer.

Run-Time

The program should take approximately 120 seconds to complete (final time to be determined by media producer: fact bubbles can be edited or cut as needed.)

Draft Script

Interactive stage	On-screen text	Interactive/video content
Attract loop	Fill the water pipes! Turn the wheel to start!	Video or animation of bubbles and flowing water move through the pipe, while the text on screen pops up. Running time: looping until interactive is triggered
Interactive start	[On-screen text] Water is a limited resource. Right now, Roseville gets most of its water from the Sierra. To supplement flow during droughts, Roseville stores and	When visitors turn the wheel, a stream of animated or filmed water flows through the pipe. The flow starts slowly but picks up speed. A counter could show gallons of water counting up from 0 to 55 million.

	pumps water from underground reservoirs, called aquifers. [fact bubble] On a hot summer day, Roseville residents use around 50 million gallons of water! [question] Where and when do you use the most water? [instruction/prompt] Keep going! The pipe is almost full.	The text appears in bubbles on the screen.
Aquifer recovery	[On-screen text] When Roseville has excess surface water, the utility can use it to replenish the underground basin. It's like a savings account for years with low precipitation. [Fact] Roseville's water treatment plant can treat up to 100 million gallons of water a day, covering future growth in the city!	When the pipe is full (55 million gallon flow), the flow reverses. The water starts to flow back in the opposite direction. The counter counts back from 55 million gallons to zero.
Conclusion	[On-screen text] As the population of Roseville grows and droughts become more frequent, groundwater is an important backup source. What can you do to save water?	The on-screen images return to bubbles and animated water before looping back to the attract.

Hardware

LED monitor protected by acrylic sheet

AV Experience 5: Meet the Microbes

WW.05

This display makes the microscopic visible! A multi-touch display lets visitors peer into the water to interact with the microbes that clean up wastewater. The display resembles an oversized droplet of water—a domed touchscreen or projection that visitors can

explore. On the screen, a series of microbes appear to float by in the water. Visitors can touch on one of these to bring up a 3D model of it to learn about its purpose: certain microbes target certain particles.

Exhibit Purpose (Goals and Objectives)

- Visitors will understand that wastewater is cleaned through a largely biological process, not chemical.
- Visitors will enjoy meeting the microbes that clean their wastewater.

Visitor Experience

The interactive is largely open-ended to encourage repeat interaction. A number of microbes float around on the touch display. Visitors can touch a particular microbe to learn about its properties—what conditions it likes to live in and the sort of work it does.

The microbes will be slightly cartoonish but still recognizable. Each will act in ways that are appropriate to its behavior and biology.

Run-Time

Open-ended

Draft Script

Interactive stage	Interactive	Interactive/video content
Attract loop	What's in the wastewater? Touch to start	When not in use, the interactive will show slowly drifting microbes.
Main screen	Meet the microbes that clean up wastewater! Touch a microbe to learn more. [Selections: • Suctorian • Tardigrade • Zooglea • Rotifer • Ciliate • Nitrosomonas and nitrobacter • Methanogens • Filamentous bacteria • Anammox]]	When triggered, the screen fills with a variety of microbes. The microbes behave in different ways: some might grow or multiply before being flushed away. Others could go after different types of influent on screen. As visitors hover near one, it enlarges. When visitors touch a microbe, the interactive brings up a 3D model of that microbe that visitors can spin and examine.

Suctorina ⁹	I'm called a suctorian . When you see us, you know your sludge is healthy! Suctorians use hollow spines to suck gel out of protozoans.	A suctorian shakes its spines. The animation shows it pulling out a straw and sucking cytoplasm out of a protozoan
Tardigrade	Roar! I'm a tardigrade , also known as a water bear. I can be found in older sludge. I am tough, but water bears like me are sensitive to ammonia. Water bears prey on algae, nematodes, and rotifers.	A tardigrade waves its legs. The animation could show a water bear eating some algae.
Zooglea ¹⁰	Some call us glue, but we're really zooglea . I am common at the beginning of wastewater treatment—I help stick bacteria together!	A bunch of zooglea wiggles and stick together
Rotifer	Don't mess with me, I'm a rotifer ! I prey on algae with my large mouth.	A rotifer nods her head. The animation shows her hunting and eating algae.
Ciliate ¹¹	I'm a ciliate . I use little hairs to sweep bacteria and other debris that I eat.	A ciliate waves its stalk. The animation shows a ciliate sweeping bacteria toward its gullet.
Nitrosomonas and Nitrobacter ¹²	Meet the twins— nitrosomonas and nitrobacter . You'll find lots of us early in the wastewater cleaning process. We work as a team. First, nitrosomonas convert ammonia into nitrites, then nitrobacters turn those into nitrates.	A team of nitrosomonas and nitrobacter work together like a sports team: nitrosomonas convert ammonia to nitrites before passing them on to nitrobacter.

⁹ <https://www.santabarbaraca.gov/civicax/filebank/blobdload.aspx?BlobID=238658>

¹⁰

https://www.tpomag.com/online_exclusives/2020/11/bug-of-the-month-zoogloea-the-glue-of-floc-formation

¹¹ <https://www.environmentalleverage.com/Stalkedciliates.htm> and

https://www.tpomag.com/online_exclusives/2021/05/bug-of-the-month-the-value-of-monitoring-stalked-ciliates

¹²

https://www.tpomag.com/online_exclusives/2021/07/bug-of-the-month-nitrosomonas-and-nitrification-in-wtpps

Methanogens ¹³	Burp! Excuse me, but I'm a methanogen . I work in the digester, turning sludge and other materials into methane gas. The utility uses this gas as a source of energy.	A methanogen eats a bunch of sludge and then belches out methane gas.
Filamentous bacteria ¹⁴	You can't have sludge without us filamentous bacteria . We round up the sludge particles to make clearer water in the secondary clarifier.	A group of filamentous bacteria lasso sludge with their filaments to form a grouping.
Anammox ¹⁵	I'm an anammox , and I do something cool. I take nitrites and ammonia and turn them directly into nitrogen gas. Did you know that most of the air you breathe consists of nitrogen?	A circular anammox sips up ammonia and breathes out nitrogen gas.

Hardware

Touch-responsive digital interactive
Rear projector

AV Experience 6: Powering Roseville

RE.03

How does Roseville provide power to all its residents and businesses? A display along the wall near the Tech Lab lets visitors explore energy generation and distribution in Roseville in response to changing demand.

Exhibit Purpose (Goals and Objectives)

- Visitors will grasp the complexity of the electrical grid in Roseville.
- Visitors will be able to see how energy gets from the power plant to their homes.
- Visitors will discover how looping systems in the city prevent outages.

Visitor Experience

The backdrop of the interactive is a large wall panel illustration of Roseville, showing substations, neighborhoods, and REP. Using a series of connections and wires, visitors can hook up the neighborhoods to the electric substations to light them up. Two “control screen” touchscreens on the map offer randomized scenarios so visitors can respond to changing demands, challenges, and surges.

¹³ https://microbewiki.kenyon.edu/index.php/The_Role_of_Methanogens_in_Waste_Water_Treatment

¹⁴ https://water.mecc.edu/courses/Env108/Lesson8_print.htm

¹⁵ <https://microbewiki.kenyon.edu/index.php/Anammox>

Run-Time
Open-ended

RE.03.AV.01.tx.01
Draft interactive script

Interactive stage	Interactive script	On-screen content
Attract loop	Can you keep the power flowing through Roseville?	Simple illustrations on-screen could show the connections plugging into each other, to demonstrate to pre-literate visitors how the interactive works.
Randomized scenarios		Randomized scenarios occur as visitors use the interactive. The first should happen within 10–15 seconds of the visitor first using the interactive [exact time to be determined by AV contractor]: long enough for visitors to get a handle on what they are supposed to do, but short enough that they don't walk away after plugging just a few wires in.
Scenario: grid maintenance	Routine maintenance A substation is scheduled for regular maintenance to keep it reliable. Can you get power to the neighborhood in a different way?	An animation or simple illustration shows workers at a substation, doing repairs. One of the substations on the wall becomes unavailable while this scenario is happening. The screen reverts when the scenario is addressed. [This scenario could be randomized to show up multiple times in slightly different ways: maintenance could affect underground

		lines, substations, utility poles, etc.]
Scenario: traffic accident [human-caused damage]	Accident! Uh oh, a car hit a utility pole and knocked power out in a neighborhood. Can you send electricity there in another way while workers fix the problem?	An animation or illustration shows a car crashing into a utility pole and damaging a transformer. On the wall panel itself, one of the neighborhoods goes dark. The situation rights itself when the scenario is addressed. [Other, human-caused scenarios could happen in a randomized way to offer variety: a mylar balloon gets tangled in the wires and causes a short, etc.]
Scenario: natural disaster	Lightning strike Boom, crash! A severe rainstorm knocks the power out. Can you restore electricity quickly?	This scenario is similar to the above traffic accident: one substation becomes unavailable and a neighborhood goes dark. [Other randomized scenarios based on natural disasters like this could include windstorms or wildfires]
Scenario: solar power reduces demand on the grid.	Solar power The sun is shining, and all the houses in one neighborhood have solar panels. They don't need electricity from the grid right now. Is that power needed somewhere else?	One neighborhood lights up without the need of a substation. Visitors can use that connection to power a different neighborhood. [Other randomized scenarios based on demand could include Roseville sending power out to other communities on the grid,

Scenario: heat wave demand	High Demand It's a heat wave and all the houses in this neighborhood turned their air conditioning on. Can you send them extra power to cover demand?	One neighborhood requires more power than usual to light up. Visitors have to reroute additional power to that section.
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Hardware

Touchscreen monitors (2)

AV Experience 7: What's Your Impact

UH.06

In this hands-on display, visitors will be able to make a variety of choices that impact the utilities to see how their decisions add up. The interactive can also show the cumulative impact of those choices: if everyone in Roseville made the same choices, how would it affect the city and the utilities? We could also build in some social media prompts here so visitors could share the results of their choices online.

Exhibit Purpose (Goals and Objectives)

- Visitors will feel empowered to look at the choices, big and small, that they can make at home.
- Visitors will think about the big picture and the cumulative impact of their individual actions.
- Visitors will come away with at least one tip or action that they can take at home.

Visitor Experience

Using the interactive, visitors move sliders, press buttons, or toggle switches to make choices: turn off items that draw power when not in use; replace inefficient appliances, etc. A small monitor on the interactive totals the impact of each visitor's choices. It can also show how much more impact happens if we all take small steps: one person saving a gallon of water a month may not seem like much, but if every person in Roseville did the same, that's nearly 150,000 gallons—enough to fill more than 10 standard swimming pools!

Run-Time

Open-ended

Draft Script

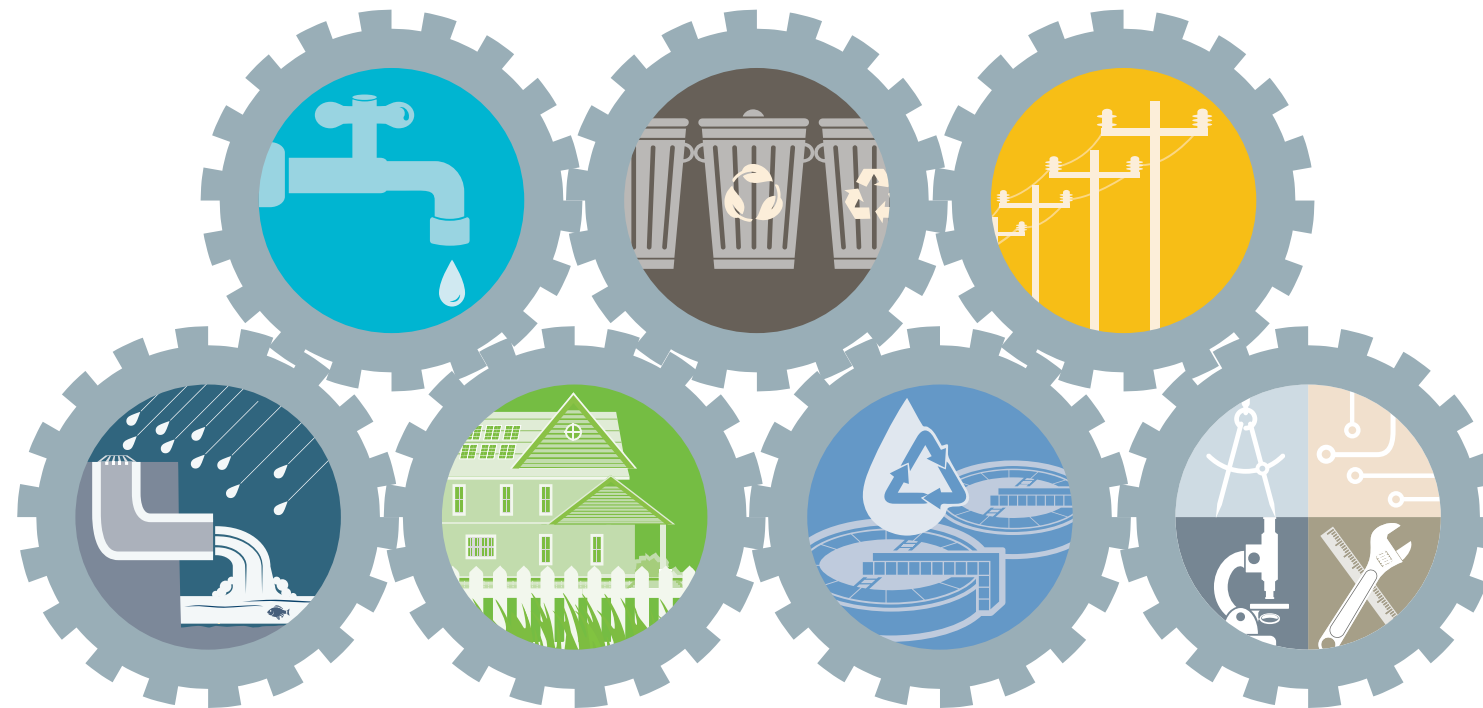
Interactive stage	On-screen text	On-screen content/images
Attract loop	How do your changes add up? Touch to start	The attract loop can include some simple animation—a light switching off, a tap

		turning off—to prompt visitors to interact.
Main screen	Try making choices on this model to see what happens.	As visitors toggle the switches and make selections on the house, the monitor shows the effect.
Cumulative effect	[The text on screen will reflect the choices made] Water [individual] You saved [X] gallons of water a month. [cumulative] If every house in Roseville did the same, we'd save [X] gallons of water! Electricity [individual] You cut your energy usage by [X] kilowatt hours. [cumulative] If every house in Roseville did the same, we'd save [X amount] of electricity! Waste [individual] You cut your waste by [X amount]. [cumulative] If every house in Roseville did the same, we'd reduce waste by [X amount]	The screen is divided in two: one half shows the individual effect, the other half shows what would happen if every household in Roseville made that change (there are approximately 53,000 households in Roseville, so that will be the multiplier)

Hardware

Touchscreen monitor

EXHIBIT K - DESIGN BOOK



ROSEVILLE UTILITY EXPLORATION CENTER

FINAL DESIGN BID DOCUMENTATION DRAWINGS

September 9, 2022



Bart

Exhibition
Design

Final Design Bid Documentation Drawings

X-00-0.00	Drawing List	X-00-0.09	General Notes & Specifications
X-00-0.01	Symbols & Abbreviations	X-00-0.10	General Notes & Specifications
X-00-0.02	General Notes & Specifications	X-00-0.11	General Notes & Specifications
X-00-0.03	General Notes & Specifications	X-00-0.12	General Notes & Specifications
X-00-0.04	General Notes & Specifications	X-00-0.13	General Notes & Specifications
X-00-0.05	General Notes & Specifications	X-00-0.14	General Notes & Specifications
X-00-0.06	General Notes & Specifications	X-00-0.20	Finish Schedule
X-00-0.07	General Notes & Specifications	X-00-1.00	Building Plan
X-00-0.08	General Notes & Specifications		

X-01-1.00	Lobby Plan
X-01-2.00	Lobby Concept Drawings
X-01-2.01	Elevations: Lobby
X-01-2.02	Elevations: Lobby
X-01-3.00	Details: Media Wall
X-01-3.01	Details: Entrance Display
X-01-3.02	Details: Entrance Display

X-02-1.10	Partial Plan: Areas 02 thru 03
X-02-2.00	Visitor Services Concepts
X-02-2.01	Elevations: Visitor Services
X-02-3.00	Details: Welcome Desk Mods
X-02-3.01	Details: Storage Cabinet

X-03-2.00	Orientation Concept Drawings
X-03-2.01	Orientation Concept Drawings
X-03-2.02	Elevations: Orientation
X-03-3.00	Details: Utility Map
X-03-3.01	Details: Utility Map
X-03-3.02	Details: Freestanding Intro

X-04-1.00	Partial Plan: Areas 04 thru 06
X-04-2.00	Waste Services Concepts
X-04-2.01	Elevations: Waste Services
X-04-3.00	Details: Trash Crawlthrough
X-04-3.01	Details: Area Intro & Platform
X-04-3.02	Details: Trash Interactives
X-04-3.03	Details: Trash Sort Interactive
X-04-3.04	Details: Landfill Enlarged Plan
X-04-3.05	Details: Landfill Environment
X-04-3.06	Details: Landfill Environment
X-04-3.07	Details: Garbage Truck
X-04-3.08	Details: Garbage Truck

X-05-2.00	Water Concept Drawings
X-05-2.01	Elevations: Water
X-05-2.02	Elevations: Water
X-05-3.00	Details: Water Intro
X-05-3.01	Details: Water Pipe
X-05-3.02	Details: Backlit Panels
X-05-3.03	Details: Overhead Panel
X-05-3.04	Details: Water Above/Below
X-05-3.05	Details: Water Flipdoors

X-06-2.00	Waste Water Concepts
X-06-2.01	Elevations: Waste Water
X-06-3.00	Details: Meet the Microbes

X-07-1.00	Partial Plan: Areas 07 thru 10
X-07-2.00	Stormwater Concept Drawings
X-07-2.01	Elevations: Stormwater
X-07-3.00	Details: Only Rain Interactive
X-07-3.01	Details: Only Rain Models

X-08-2.00	Electric Concept Drawings
X-08-2.01	Elevations: Electric
X-08-3.00	Details: Electric Intro
X-08-3.01	Details: Powering Roseville
X-08-3.02	Details: Powering Roseville
X-08-3.03	Details: Powering Roseville

X-09-2.00	Utilities in the Home Concepts
X-09-2.01	Utilities in the Home Concepts
X-09-2.02	Elevations: Utilities in Home
X-09-2.03	Elevations: Utilities in Home
X-09-3.00	Details: House Frame & Graphics
X-09-3.01	Details: What's Your Impact?
X-09-3.02	Details: Handcrank Interactive
X-09-3.03	Details: Sink & Toilet Interactives
X-09-3.04	Details: Kitchen Interactive
X-09-3.05	Details: Stormwater Reader Rail
X-09-3.06	Details: Bench Seating

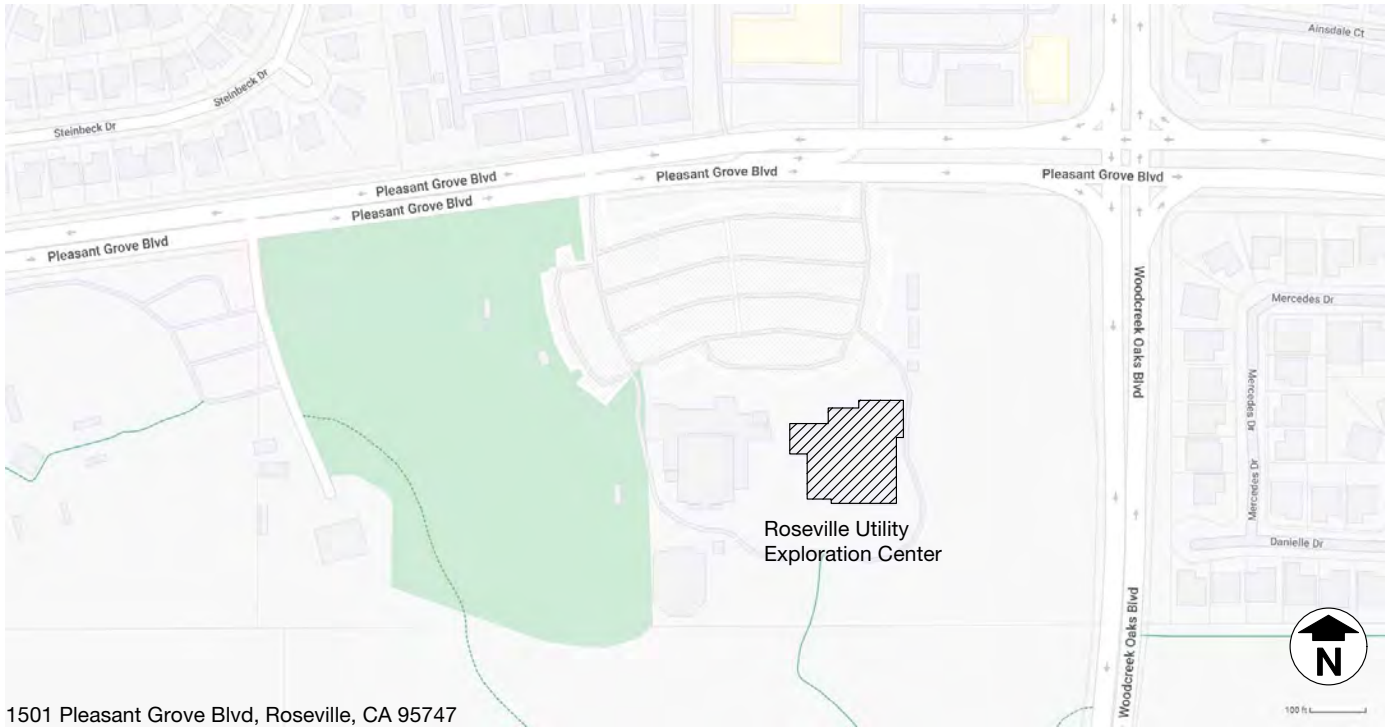
X-10-3.00 Details: Tech Lab

A-1.00	Demolition Plan
A-1.01	Demolition Plan
A-2.00	Elevations: Exist. Conditions
A-2.01	Elevations: Exist. Conditions
A-5.00	Reference Photos
A-5.01	Reference Photos
A-5.02	House Frame Re-Install Ref.
A-5.03	House Frame Re-Install Ref.

AV-1.00	Audiovisual Diagrams
AV-1.01	Audiovisual Diagrams
AV-1.02	Audiovisual Diagrams
AV-1.03	Audiovisual Diagrams
AV-1.04	Audiovisual Diagrams
AV-1.05	Audiovisual Diagrams
AV-1.06	Audiovisual Diagrams
AV-1.07	Audiovisual Diagrams
AV-1.08	Audiovisual Diagrams
AV-1.09	Audiovisual Diagrams
AV-1.10	Audiovisual Diagrams
AV-1.11	Audiovisual Diagrams
AV-1.20	Audiovisual Equipment Specs
AV-1.21	Audiovisual Equipment Specs
AV-1.22	Audiovisual Equipment Specs

– Appendix

Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Project Name & No. Roseville Utility Exploration Center		Drawing Name Drawing List	Sheet Number X-00-0.00
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245	City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750			9/9/2022 Issued for bid	Date 9/9/2022 Scale As Noted	Designer TW, BH Sheet No. X-00-0.00		



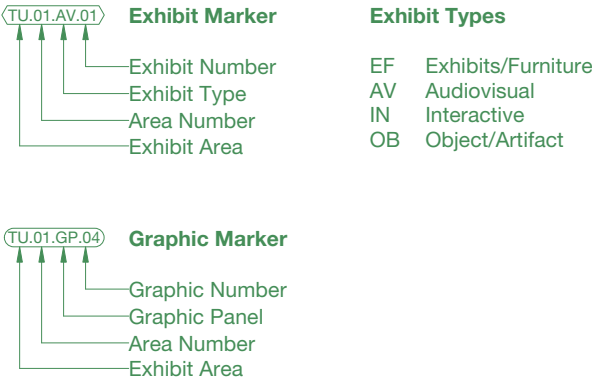
1501 Pleasant Grove Blvd, Roseville, CA 95747

STANDARD SYMBOLS

DRAWING REFERENCE	1 Drawing Title Scale	CENTERLINE	
DETAIL MARK	1 ITEM NO. XA-1.00 SHEET NO.	BREAKLINE	
ELEVATION MARK	1 XA-1.00	HIDDEN LINE	
SECTION MARK	1 XA-1.00	GRAPHIC SURFACE	
		FINISH	MTL-1
		REVISION MARKER	
		MATCHLINE	MATCHLINE SEE 1/X-0.00

STANDARD ABBREVIATIONS

A.F.F.	ABOVE FINISHED FLOOR	N.I.C.	NOT IN CONTRACT
ALT	ALTERNATE	N.T.S.	NOT TO SCALE
ALUM	ALUMINUM	O.C.	ON CENTER
APPROX	APPROXIMATELY	O.D.	OUTSIDE DIAMETER
A/V or AV	AUDIO VISUAL	PLAM	PLASTIC LAMINATE
BLDG	BUILDING	PTD	PAINTED
C.L.	CENTER LINE	PVC	POLYVINYL CHLORIDE
C.R.S	COLD ROLLED STEEL	QTY	QUANTITY
DIA	DIAMETER	R	RADIUS
DIM	DIMENSION	REF	REFERENCE or REFER TO
DWG	DRAWING	REPRO	REPRODUCTION
EA	EACH	REQ'D	REQUIRED
ELEC	ELECTRICAL	SIM	SIMILAR or SIMULATED
ELEV	ELEVATION	SPEC(S)	SPECIFICATIONS
EQ	EQUAL	SPEC'D	SPECIFIED
FAB'R	FABRICATOR	SQ	SQUARE
G.C.	GENERAL CONTRACTOR	S.S.	STAINLESS STEEL
GWB, GYP BD	GYPSUM WALLBOARD	SSM	SOLID SURFACING MATERIAL
HVAC	HEATING, VENTILATION, AIR CONDITIONING	T.B.D.	TO BE DETERMINED
HORZ	HORIZONTAL	TYP	TYPICAL
H.R.S.	HOT ROLLED STEEL	V.I.F.	VERIFY IN FIELD
H.P.L.	HIGH PRESSURE LAMINATE	VERT	VERTICAL
I.D.	INSIDE DIAMETER	W/	WITH
INFO	INFORMATION	&	AND
M.D.F.	MEDIUM DENSITY FIBERBOARD	#	NUMBER
MTL	METAL		
MTD	MOUNTED		



1001 — Summary of Work

- A. The Work is located at 1501 Pleasant Grove Blvd in Roseville, California 95747.
- B. See section 1001.4 SCOPE OF WORK.

Whenever the following words appear in the General Specifications they shall be construed to have the following meaning:

- A. The Work is described in the following project documents:
1. Volume 1 – Request for Proposals
 2. Volume 2 – Sample Agreement (Contract)
 3. Volume 3 – Content Manual
 4. Volume 4 – Component Lists

- B. Refer to the Request for Proposals for the following supplemental information referenced from the Drawings and Specifications:

- Work to be done consists of furnishing all materials, all equipment, and performing the work required by the General Specifications and Drawings to complete the engineering, detailing, coordination, construction, and installation of selected exhibits for the Exhibition.

- A. The CONTRACTOR shall be solely responsible for coordination of all of the Work of this Contract.

- A. The CONTRACTOR may use existing facilities or equipment in the Work for construction purposes, only if the OWNER's written permission is obtained.
- B. Restore existing facilities and equipment used for temporary purposes to original condition in a manner satisfactory to OWNER.

Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Sheet Number	
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245	City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750			9/9/2022 Issued for bid	Project Name & No. Roseville Utility Exploration Center Date 9/9/2022 Scale As Noted	Drawing Name General Notes & Specifications Designer TW, BH Sheet No. X-00-0.02

8. PUBLIC AUTHORITY

- A. The FABRICATOR shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work as drawn and specified. Contradictions between the contract, General Specifications, Drawings, and/or any “Public Authority” shall be brought to the attention of the DESIGNER immediately by the FABRICATOR. Any decisions will be followed through with written authorization by the OWNER that will be the only basis for price adjustments. If the FABRICATOR performs any work contrary to public laws, ordinances, rules, and regulations, he shall bear all costs arising therefrom for the necessary corrections.
- B. If, in the opinion of the FABRICATOR, any element within the exhibit that constitutes a hazard to the visitor in its operation, construction, or location, it shall be brought in writing to the DESIGNER’s attention immediately. Any decisions will be followed through with written authorization by the OWNER that will be the only basis for price adjustments.
- C. The FABRICATOR is responsible, at their expense, for arranging and obtaining all necessary permits and approvals.
- D. All deliveries, appointments, and scheduled events must be coordinated and approved by the owner prior to acceptance.

1002 — Project Constraints

1. MAINTENANCE OF OWNER’S OPERATIONS:

- A. Constraints listed herein involve limits on activities during construction. These limits relate to limiting impact on Utility Exploration Center and Martha Riley Community Library operations within the building.
- B. Continuous operation of OWNER's facilities is of importance. Schedule and conduct activities to enable existing facilities to operate continuously, unless otherwise specified.
- C. Work Plan:

1. The CONTRACTOR shall submit a detailed Work Plan and time schedule for all construction activities that will impact Utility Exploration Center and Martha Riley Community Library operability.

2. The Work Plan shall, at a minimum, identifying:

a. the date and time when each activity will occur;

- b. what equipment will be present including standby equipment;
what assistance will be required by OWNER’s personnel;
- c. an emergency backup plan identifying what action will be taken if Work cannot be completed within the allotted time;
and
- d. what individual will be in charge of the activity.

3. Submit Work Plan 10 working days prior to the scheduled activity.

- D. Shutdowns:

1. Coordinate proposed Work with OWNER and facility operations personnel before affecting Utility Exploration Center shutdowns. The CONTRACTOR shall provide written confirmation of the shutdown date and time five (5) working days prior to the actual shutdown.

2. Under no circumstances shall the CONTRACTOR cease Work at the end of a normal working day or at the end of a working week if such actions may inadvertently cause a cessation of any facility operating process, in which case, remain onsite until necessary repairs are complete.
- E. Do not block access to the Martha Riley Community Library or the Utility Exploration Center except after approval of OWNER.
- F. Do not proceed with Work affecting a facility's operation without obtaining OWNER's advance approval of the need for and duration of such Work.

2. HOURS OF WORK AND OVERTIME:

- A. Normal working hours at the Construction Site for the project shall be 7A.M. to 5P.M., weekdays, no work during the weekend nor during City observed holidays.
1. Conduct Work outside normal working hours only after obtaining prior written consent and approval from the OWNER.

a. CONTRACTOR shall request work-hour variations in writing, a minimum of ten (10) days prior to the start of the proposed work period.

b. CONTRACTOR shall not rely on approval of work outside of normal working hours without prior written consent of the OWNER. Approval shall be at the sole discretion of the OWNER.
2. CONTRACTOR will develop Project Schedule assuming work during normal working hours only.

- B. All overtime Work by the CONTRACTOR necessary to conform to the requirements of this Section and related Sections shall be performed by the CONTRACTOR, at no additional cost to the OWNER and shall be performed in accordance with the Agreement. The CONTRACTOR shall make no claims for extra compensation as a result thereof.

1003 — Project Meetings & Project Schedule

1. PRE-CONSTRUCTION CONFERENCE

- A. Upon receipt of the Notice to Proceed, or at an earlier time if mutually agreeable, the FABRICATOR will arrange a preconstruction conference to be attended by the CONTRACTOR's Superintendent or other project representative authorized to commit on the behalf of the CONTRACTOR and to direct the performance of the work by others, the OWNER, the DESIGNER or DESIGNER’s representative, and representatives of utilities, major subcontractors, and others involved in the execution of the work.
- B. The purpose of this conference will be to establish a working relationship and understanding between the parties and to discuss subjects as may be pertinent for the execution of the work.
- C. CONTRACTOR shall be prepared to discuss the following subjects, as a minimum:

1. Required schedules.

2. Status of Bonds and insurance.

3. Sequencing of critical path work items.

4. Progress payment procedures.

5. Project changes and clarification procedures.

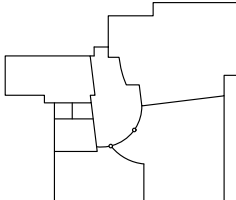
6. Use of site, access, office and storage areas, security and temporary facilities.

7. Major product delivery and priorities.

8. CONTRACTOR’s safety plan and representative.

2. PROGRESS MEETINGS

- A. The CONTRACTOR will arrange and conduct progress meetings. The CONTRACTOR will prepare and circulate a draft agenda of each meeting. The DESIGNER may add items as appropriate to the draft agenda.
- B. The agenda of progress meetings shall include review of work progress, the latest Construction Schedule submittal (monthly), potential project delays, the status of key shop drawings, submittal reviews, information requests, safety concerns, record drawings, and extra work items.

Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Sheet Number	
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- C. The CONTRACTOR is responsible for providing the OWNER with meeting minutes within 10 days of any meeting in which the OWNER takes part.

3. PROGRESS SCHEDULE

- A. The individual work activities in the schedule shall:
- Identify major submittals and submittals for long-lead time Critical Path items and associated review times. Ten (10) working days shall be used for OWNER review times, unless otherwise specified.
- B. Information on each activity shall include:
- Concise description of the activity.
 - Duration in working days.
 - The dates for the beginning and completion of each activity.
 - Total float.
 - Numerical designation of work items.
 - Cost with a breakdown by labor (by man-hours by trade), materials (by type and quantity), equipment (by type and hours) and overhead and profit.
 - Reference to associated Scope Area as described in Breakdown of Guaranteed Maximum Price.
- C. The schedule shall be referenced to calendar dates, and the beginning of the contract time shall be the date of receipt of the Notice to Proceed.
- D. The schedule shall indicate for every month the total dollar amount of work planned in such month. The sum of monthly amounts shall equal the total bid amount.
- E. Failure to include an activity required for the execution of the work shall not excuse the CONTRACTOR from completing the work and portions thereof within the specified times and at the price specified in the Contract Documents, and from meeting the constraints specified for sequence of work and control dates.

4. UPDATING THE CONSTRUCTION SCHEDULE

- A. The CONTRACTOR shall update the Construction Schedule prior to the progress and schedule review at the monthly progress meetings, as specified in Section 1003.2, Progress Meetings.
- B. The schedule update shall reflect progress to date. The schedule update shall incorporate all revisions to logic and duration, as described below.

5. ADJUSTMENT OF THE CONTRACT TIME AND CHANGE ORDERS

- A. Adjustments of the contract time due to delays, additional work, or any other cause will only be issued through a contract change order in accordance with the General Conditions.
- In the event the CONTRACTOR requests an adjustment of the contract time, the CONTRACTOR shall furnish such justification, Construction Schedule data, and supporting evidence as the OWNER may deem necessary, for a determination as to whether or not the CONTRACTOR is entitled to an adjustment of time under the provisions of the Contract.
 - The CONTRACTOR shall submit proof based on revised activity logic, durations, and costs with each request, plus photographic evidence for proof of delay if applicable.
- B. The Construction Schedule shall clearly indicate that the CONTRACTOR has used, in full, all the float time available for the work involved in the request and any delay that affects the critical path of the project.
- C. Total and free float is not for the exclusive use or benefit of either the OWNER or the CONTRACTOR, but is a resource available to both parties for the benefit of the project on a first needed basis.
- D. The CONTRACTOR shall not be entitled to additional compensation due to schedule impacts for change order work that extends the contract beyond the scheduled completion date, but not beyond the contract completion date.
- E. The OWNER's determination as to the adjustment of the contract time will be based upon the latest version of the Construction Schedule accepted at the time of the alleged delay, and all other relevant information.
- F. Actual delays in activities which, according to the Construction Schedule, do not affect the critical path work, will not be the basis for an adjustment to the contract time.
- G. If the Construction Schedule shows that the project is behind schedule (i.e., has negative float) then no time extensions will be allowed for contract change orders unless they create a critical path delay in excess of that already occurring. In that case, the time extension allowed will only be that amount which exceeds the already occurring delay.

1004 — Submittal Procedures

1. AS-INSTALLED DRAWINGS:

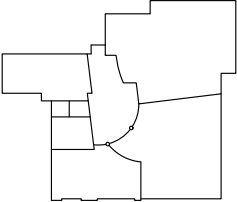
- A. The CONTRACTOR shall deliver to the OWNER one complete set of final As-Installed Drawings for OWNER records before the Contractor prepares their final invoice for all deliverables as called for in the contract.. The As-Installed Drawings will consist of a set of reproducible drawings of all CONTRACTOR supplied equipment (including control systems) and a marked-up set of As-Installed Drawings.
- B. Location Survey:
- The CONTRACTOR shall verify, via x-ray or equivalent, floor slab conditions and any in-floor or under floor infrastructure prior to drilling or making any new floor attachments.
 - The survey information shall be included on the record drawings and, as required, the CONTRACTOR shall not be allowed to cover the buried materials until after the OWNER's inspector has verified the information as accurate and complete, and is shown on the As-Installed Drawings.

2. REQUESTS FOR INFORMATION

- A. Requests for Information about the Contract Documents shall be directed in writing to the Owner's Representative named in the contract using a Request for Information (RFI) form as agreed to by the OWNER. Such requests shall not be transmitted directly to the OWNER from a Subcontractor or Supplier.
- B. A separate form shall be used for each specific item for which information is required. Requests for Information for more than one item using a single RFI form will be permitted only when the items are so functionally related that expediency indicates review of the group of items as a whole.
- C. The OWNER will reply in writing to the CONTRACTOR's Request for Information as soon thereafter as practicable.

3. CONSTRUCTION PHOTOGRAPHS

- A. Provide photographs showing the preconstruction site, construction progress, and the post-construction site.
- B. Format: Photographs shall be digital format
- Digital Format:
 - Digital photos shall be taken with a minimum 8 mega pixel density and provided in JPG format.

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2. Photos should be properly labeled with the following (at a minimum):
 - a. Time and date stamped
 - b. Photograph orientation and location
 - c. Brief description of photo subject
- C. Preconstruction and Post-Construction Photographs
 1. Take representative photos of the preconstruction site and the property adjacent to the perimeter of the construction site. Particular emphasis shall be directed to utilities and structures both inside and outside the site, or as directed by OWNER.
 2. Take representative photos of the post-construction site and the property adjacent to the perimeter of the site. Particular emphasis shall be directed to structures both inside and outside the plant boundary, or as indicated by OWNER.
 3. Preconstruction and post-construction digital photo files shall be submitted accompanied by a text file that lists the file name, date photo was taken, and brief description of the photograph and location where the photograph was taken.
- D. Construction Progress Photographs
 1. Take daily photos, showing the representative process of the construction.
 - a. Photos should be of enough quality and quantity such that the OWNER can interpret the progress of work
 - b. Photos should encompass all areas and scopes of work performed in that week.
 - c. Daily construction progress digital photo files will be supplied to the OWNER on a minimum once weekly basis within five (5) days of the Friday of the week they were taken.
 2. Submit the construction progress photos monthly showing the progress of construction. Locations shall be selected by the contractor to best depict the progress of the work, or as indicated by OWNER.
 - a. Monthly digital photo files shall be submitted accompanied by a text file that lists the file name, date photo was taken, and brief description of the photograph and location where the photograph was taken.

1005 — QUALITY CONTROL

PART 1 - GENERAL

1. OBSERVATION AND SUPERVISION

- A. The ENGINEER or ENGINEER's appointed representative, as well as the DESIGNER, will review the Work and the CONTRACTOR shall provide facilities and access to the Work at all times as required to facilitate this review.
- B. Responsibility:
1. The CONTRACTOR shall be solely responsible to supervise and direct the entire Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to complete the Work in accordance with the Contract Documents.
 2. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, quality control, and procedures of construction and safety precautions and programs incidental thereto.
 3. The foregoing includes work performed by the CONTRACTOR's Subcontractors.
 4. The CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.
 5. CONTRACTOR shall be responsible for maintaining a complete hardcopy set of all project documents at the site at all times. Project documents shall include but are not limited to all drawings, specifications, submittals, requests for information (RFI), requests for change (RFC), change orders, and up to date project record drawings.
 6. Project documents as described above shall be onsite and available for OWNER or ENGINEER review at all times. Failure to maintain or make project documents available will result in the stoppage of work. Schedule and cost changes resulting from stoppage of work are the responsibility of the CONTRACTOR.
- C. Superintendent:
1. The CONTRACTOR shall designate in writing and submit for OWNER's approval a technically qualified, English-speaking Superintendent, who shall be onsite and responsible for the work, and who shall not be replaced without written acceptance of the OWNER.
 2. The Superintendent shall be the CONTRACTOR's representative at the job site and shall have authority to act on behalf of the CONTRACTOR.

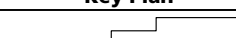
3. All communications given to the Superintendent shall be as binding as if given to the CONTRACTOR.
4. The CONTRACTOR's Superintendent shall be present at the site of the Work at all times while work is in progress. Failure to observe this requirement shall be considered as suspension of the Work by the CONTRACTOR until such time as such Superintendent is again present at the site.
5. CONTRACTOR's Superintendent shall be responsible for maintaining a complete hardcopy set of all project documents.

2. RESPONSIBILITY

- A. The CONTRACTOR is responsible for conducting all testing and inspection specifically required by the Specifications and otherwise necessary to ensure compliance with the Contract Documents.
- B. The OWNER may conduct periodic independent testing and inspection to verify compliance with the Contract Documents.
- C. Retesting:
 - 1. The OWNER reserves the right to back-charge the CONTRACTOR for retesting of deficient or defective work or products upon written notification.
 - 2. Compensation for retesting on behalf of the OWNER will be made through deductions from the Progress Payments.
- D. The CONTRACTOR is responsible for correcting all defective work discovered prior to final acceptance of the Contract, despite the failure of the Inspector(s) to discover it.
- E. The OWNER shall employ a special inspector during construction on the types of work indicated in the Statement of Special Inspections in the Construction Documents.
 - 1. OWNER's REPRESENTATIVE shall provide special inspection as identified with "BY OWNER" in the Statement of Special Inspections.
 - 2. CONTRACTOR shall provide special inspection as identified with "BY CONTRACTOR" in the Statement of Special Inspections.

3. TESTS AND INSPECTIONS

- A. The CONTRACTOR shall be responsible for scheduling all inspections and tests required.

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1. The ENGINEER shall be given a minimum 48 business hours' notice prior to any inspections or tests.

B. With the exception of the special inspections noted above to be paid for by the OWNER; the CONTRACTOR shall pay for all tests, inspections and special inspections including, but not limited to:

1. Standard inspections and tests necessary to comply with laws, ordinances, rules, regulations and orders of public authorities pursuant to General Conditions.

2. Tests of materials, inspections, and certifications required by the Specifications.

3. Testing, adjusting, and balancing of equipment and systems required by the Specifications.

4. Any testing performed by the CONTRACTOR for their own quality control.

5. Retests or re-inspections by the OWNER, if required, and tests or inspections required due to CONTRACTOR error or lack of required identifications of material.

6. Special Inspections as identified with "BY CONTRACTOR" in the Statement of Special Inspections in the Construction Documents.

C. All tests of materials shall be made in accordance with the commonly recognized standards of national technical organizations, and such other special methods and tests as are prescribed in the Contract Documents.

D. Along with the monthly progress pay application submittal, the CONTRACTOR shall provide to the OWNER a typed summary of all tests performed for the current month.

E. Purchase Orders:

1. One copy of each of the CONTRACTOR's purchase orders for materials forming a portion of the work shall be furnished to the DESIGNER, if requested.

2. Each such purchase order shall contain a statement that the materials included in the order are subject to inspection by the OWNER.

3. Materials purchased locally will be inspected at the point of manufacture or supply, and materials supplied from points more than 50 miles from the job site will be inspected upon arrival at the job, except when other inspection requirements are

provided for specific materials in other Sections of this Specification.

F. Samples:

1. The CONTRACTOR shall furnish samples of materials as are required by the DESIGNER and ENGINEER, without charge.

2. No material shall be used until the DESIGNER and ENGINEER have had the opportunity to test or examine such materials, with appropriate review periods. Review periods shall be shown within the Construction Schedule.

3. Samples will be secured and tested whenever necessary to determine the quality of the material.

4. AUTHORITY AND DUTIES OF INSPECTOR

A. Inspectors employed by the OWNER shall be authorized to inspect all work done and materials and equipment furnished to complement the CONTRACTOR furnished independent inspector.

1. Such inspection may extend to all or any part of the work, and to the preparation, fabrication, or manufacture of the materials and equipment to be used.

2. The Inspector will not alter or waive the provisions of the Contract Documents.

3. The Inspector will keep the DESIGNER informed as to the progress of the work and the manner in which it is being done.

4. The Inspector will call the CONTRACTOR's attention to nonconformance with the Contract Documents that the Inspector may have observed.

5. The Inspector will not be responsible for the adequacy or correctness of the CONTRACTOR's means, methods, techniques, sequences, or procedures for construction

6. The Inspector will not approve or accept any portion of the work, issue instructions contrary to the Contract Documents, or act as foreman for the CONTRACTOR.

7. The Inspector may reject defective materials, equipment, or work when it is not in compliance with the Contract Documents.

8. The Inspector will not be responsible for:

a. The CONTRACTOR's quality control program.

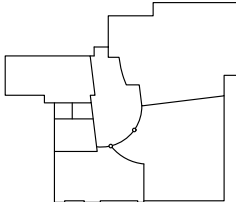
b. The CONTRACTOR's safety program.

c. Coordinating the work or activities of the CONTRACTOR or their Subcontractor.
- 1006 — TEMPORARY CONSTRUCTION FACILITIES AND UTILITIES
1. CONTRACTOR'S STAGING AREA AND WORK ACCESS PLAN
- A. The CONTRACTOR shall limit the location of the storage of equipment and materials to the staging area(s) designated on the Drawings and as directed by the OWNER.

B. The CONTRACTOR shall make their own arrangements for additional space that may be required and shall bear all associated costs.

C. Work Access Plan: The CONTRACTOR shall submit a work access plan showing the planned access route for deliveries of supplies and mobilization of workforce for OWNER's approval prior to mobilization.
2. STORAGE - GENERAL
- A. The CONTRACTOR shall provide any temporary storage required for the protection of equipment and materials as recommended by manufacturers of such materials.
3. PROJECT SECURITY
- A. The CONTRACTOR shall make adequate provision for the protection of the work area against fire, theft and vandalism, and for the protection of the public and OWNER personnel against exposure to injury, and for the security of any off-site storage areas.

B. All costs for this protection shall be included within the CONTRACTOR's bid.
4. DUST/AIR POLLUTION CONTROL
- A. The CONTRACTOR shall take whatever steps, procedures, or means as are required to prevent dust conditions being caused by

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- operations in connection with the execution of the Work.
- B. Damage to personal property, etc., resulting from the CONTRACTOR's construction operations shall be borne by the CONTRACTOR at no cost to the OWNER.
 - C. The CONTRACTOR shall keep the streets and work area clean at all times by means of mechanical sweepers or hand sweeping. Water will be used for dust control only, and not for cleaning streets.
 - D. Burning of waste, rubbish, or other debris will not be permitted on or adjacent to site.

5. WASTE DISPOSAL

- A. The CONTRACTOR shall dispose of surplus materials, waste products, and debris and shall make necessary arrangements for such disposal.
- B. All waste disposal shall be done in accordance with applicable laws and regulations.
- C. Landfill Disposal:
 - 1. If the CONTRACTOR proposes to dispose of construction debris, excavation spoils, etc., at a landfill, the CONTRACTOR shall be responsible to provide and pay for all permits and analyses required by the landfill.
 - 2. If the analyses determine that the material is hazardous, then an equitable adjustment of the Contract for the cost of hazardous waste disposal will be made in accordance with the General Conditions, and the following:
 - a. Time extension or contract costs will not be granted for delays that could have been avoided by the CONTRACTOR redirecting their forces and equipment to perform other work on the contract.
- D. Disposal operations shall not create unsightly or unsanitary nuisances.
- E. The CONTRACTOR shall maintain the disposal site in a condition of good appearance and safety during the construction period.
- F. Prior to final acceptance of the work, the CONTRACTOR shall have completed the cleanup of the disposal site.

6. CLEAN UP

- A. Throughout the period of construction, the CONTRACTOR shall keep the work site free and clean of all rubbish and debris, and shall promptly remove from the site, or from property adjacent to the site of the work, all unused and rejected materials, surplus earth, concrete, plaster, and debris.
- B. Upon completion of the work, and prior to final acceptance, the CONTRACTOR shall remove from the vicinity of the work all plant, surplus material, and equipment belonging to the CONTRACTOR or used under their direction during construction.

7. TEMPORARY ENCLOSURES

- A. When sandblasting, spray painting, spraying of insulation, or other activities inconveniencing or dangerous to property or the health of employees, the public or construction workers, are in progress, the area of activity shall be enclosed adequately to contain the dust, over spray, or other hazard.
- B. In the event there are no permanent enclosures of the area, or such enclosures are incomplete or inadequate, the CONTRACTOR shall provide suitable temporary enclosures as required by the OWNER to meet field conditions in accordance with the recommendations of the owner-furnished equipment supplier (if applicable) and the CONTRACTOR's equipment supplier requirements.
- C. Said temporary or permanent enclosures shall be adequately ventilated to ensure the safety of the workers.

1007 — General Product Requirements

1. SCOPE

- A. All products furnished and installed under this contract shall conform to the general stipulations set forth in this Section except as otherwise specified in other Sections.

2. COORDINATION

- A. The CONTRACTOR shall coordinate all details of the products and equipment with other related parts of the work, including verification that all structures, piping, wiring, and equipment components are compatible. The CONTRACTOR shall be responsible to secure approval from the OWNER for all structural and other alterations in the work required to accommodate products or equipment differing in dimensions or other characteristics from that contemplated in the

Contract Drawings or Specifications.

3. DESIGN REQUIREMENTS

- A. Where CONTRACTOR design is specified, design and installation of systems, equipment, and components, including supports and anchorage, shall be in accordance with provisions of 2022 edition of the California Building Code (CBC).
- B. Proof of Compliance:
 - 1. Structural integrity and anchorage shall be certified by an approved calculation that demonstrates the adequacy of the anchorage system for seismic forces. This calculation may be based on principles of structural analysis and engineering mechanics, or based on similarity to approved shake-table tests.
 - 2. The CONTRACTOR shall submit for review and approval test data or calculations certified by a Civil or Structural Engineer registered in the State of California to show compliance with the above requirements.

4. WORKMANSHIP AND MATERIALS

- A. The CONTRACTOR shall guarantee all equipment against faulty or inadequate design, improper assembly or erection, defective workmanship or materials, and leakage, breakage, or other failure. Materials shall be suitable for service conditions.

5. SPECIAL TOOLS AND ACCESSORIES

- A. Equipment requiring periodic repair and adjustment shall be furnished complete with all special tools, instruments, and accessories required for proper maintenance. Equipment requiring special devices for lifting or handling shall be furnished complete with those devices.

6. PREPARATION FOR SHIPMENT

- A. All equipment shall be suitably packaged to facilitate handling and protect against damage during transit and storage. All equipment shall be boxed, crated, or otherwise completely enclosed and protected during shipment, handling, and storage. All equipment shall be protected from exposure to the elements and shall be kept thoroughly dry at all times.
- B. Painted surfaces shall be protected against impact, abrasion, discoloration, and other damage. All painted surfaces which are damaged prior to acceptance of equipment shall be repainted to the satisfaction of DESIGNER.

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- C. Each item of equipment shall be tagged or marked as identified in the delivery schedule or on the Shop Drawings. Complete packing lists and bills of material shall be included with each shipment.
- D. Written installation date required prior to delivery. City reserves the right to turn away deliveries that arrive at another time.

7. STORAGE

- A. Upon delivery, all equipment and material shall immediately be stored and protected until installed in the work.
- B. Equipment and materials shall not show any pitting, rust, decay, or other deleterious effects of storage when installed in the work.

8. INSTALLATION AND OPERATION

Installation shall take place at the site indicated in the fabrication contract. The FABRICATOR shall provide adequate personnel to install the exhibits, including the Project Manager. The FABRICATOR’s project manager shall ensure the safety of installation staff, site staff, and the fabricated elements. During installation, the worksite shall be treated as a construction zone and taped or roped off as needed. The Project Manager shall facilitate reviews and oversight of installation tasks throughout the installation.

- A. The FABRICATOR shall acquire on-site or ship to the site all required tools, materials, and equipment to accomplish the job.
- B. Shipping: The FABRICATOR shall pack and crate all materials which shall be shipped by their own or commercial carrier in such a manner that they shall arrive at the designated site undamaged. If exhibit elements are damaged in transit, the FABRICATOR shall bear the full responsibility for repair or replacement.
- C. Existing Work: The FABRICATOR shall request authorization from the OWNER prior to cutting, drilling, altering, or removing material within the building. Work that is replaced shall match existing work. Anything damaged or defaced within the building due to the FABRICATOR’s error during installation shall be restored to the original condition by the FABRICATOR. Restoration work shall be coordinated with the OWNER.
- D. Demolition: When specified in the Design Package, the FABRICATOR shall remove and dispose of existing exhibit structures, furniture, lighting, and other elements from the exhibit area.
- E. The FABRICATOR shall install exhibits in accordance with the design intent, the approved fabrication shop drawings, and in consultation with the OWNER. In the event that the OWNER reports

problems during or after shipment, delivery, and/or installation, the FABRICATOR shall: A) Determine the nature of the reported problem, damage, or production error and provide a proposal for a resolution to the OWNER for review and approval. B) Ensure that approved corrections or repairs are made in a satisfactory manner within the time scheduled by the OWNER.

- F. If required to protect visitors from entering construction areas, temporary construction walls should be constructed to meet local code requirements. OWNER will be provided with 24 hour access and any keys required for entry. Construction and finishes will be suitable for a public environment with no sharp edges or other hazards. A sign indicating this area is under renovation will be provided by the FABRICATOR.
- G. Equipment shall not be installed or operated except by, or with the guidance of, qualified personnel having the knowledge and experience necessary for proper results. When so specified, or when employees of the CONTRACTOR or their subcontractors are not qualified, such personnel shall be field representatives of the manufacturer of the equipment or materials being installed.
- H. All equipment installed under this Contract, including that furnished by OWNER shall be placed into successful operation according to the written instructions of the manufacturer or the instructions of the manufacturer’s field representative. All required adjustments, tests, operation checks, and other startup activity shall be provided.
- I. Acceptance of work in connection with the installation of equipment furnished by others will be subject to approval of the field representative. The CONTRACTOR shall be responsible for planning, supervising, and executing the installation of work, and the approval or acceptance of OWNER or the field representative will not relieve the CONTRACTOR of responsibility for defective work.

9. TESTING

- A. The functional test of each exhibit with electrical components shall continue for not less than eight (8) continuous hours without interruption.
- B. The functional test shall include checking for proper display, sound level, etc.
- C. The functional test shall include a demonstration of the proper performance of all exhibits.
- D. All parts shall operate satisfactorily in all respects, and in accordance with the specified requirements, for the full duration of

the eight-hour test period.

- E. If any part of a unit shows evidence of unsatisfactory or improper operation during the eight-hour test period, correction or repairs shall be made and the full eight-hour test operation, as specified herein, shall be repeated after all parts operate satisfactorily.

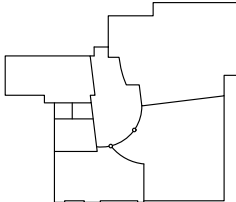
10. ENVIRONMENTAL PRACTICES

- A. Practicing waste reduction and recycling of waste.
- B. Using regionally local materials whenever possible, and using materials made from recycled or rapidly renewable resources Such as FSC certified wood and recycled content flooring.
- C. Maintaining good indoor environmental air quality through managing air contaminants, using less harmful low-VOC materials, and improving ventilation.
- D. Reducing the need for electricity through increased use of natural daylight for lighting or LED and low energy consumption electronics.
- E. Additionally, see the section on CLean up and Recycling below.

11. CLEAN UP AND RECYCLING

The FABRICATOR shall maintain all areas in a clean condition on a daily basis and provide means of preventing dirt or waste material from being tracked into adjacent areas of the building. The FABRICATOR shall practice waste reduction and recycling of waste whenever possible while performing the on-site work under this contract.

- A. The FABRICATOR shall provide bags and containers for the storage of their trash and recyclables. The FABRICATOR shall be responsible for removing waste materials generated during the installation from the park. The FABRICATOR shall not dispose of their waste in dumpsters or containers that belong to the OWNER or other FABRICATORS working on-site.
- B. Drilling and cutting shall be completed prior to the installation of artifacts, models, original art, and audiovisual equipment to avoid excessive dust and debris that may damage the sensitive items. On-site work shall be phased so that drilling, cutting, rough carpentry, sanding, and use of finishes or adhesives is accomplished, followed by a thorough cleanup and allowance for dust to settle and fumes to dissipate. Protective paper or plastic floor coverings that are torn or thoroughly soiled shall be replaced with clean material. Then, installation of the sensitive materials and

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- equipment can proceed.
- C. The FABRICATOR shall thoroughly clean exhibit surfaces to remove handprints, dust, and miscellaneous markings generated during the installation.
- D. The FABRICATOR shall handle all acrylic, glass, and graphic panels with clean gloves to minimize handprints of natural skin oils. Panels shall be thoroughly cleaned until all dust, prints, and smears are removed from the face and rear surfaces. Acceptable materials for cleaning acrylic are
Specified in the section Maintenance Kit below
- E. The FABRICATOR shall provide labor, materials, equipment, and supplies for the final cleaning of the exhibit site, including vacuuming the entire exhibit space. For carpeted spaces, vacuuming equipment shall be appropriate for professional cleaning of carpeting; shop vacuums are not acceptable. The use of equipment belonging to the owner is not acceptable.

1008 — MATERIALS AND FINISHES

1. COLOR AND FINISH SAMPLES

- A. Provide actual samples of all materials used in the exhibit such as woods, veneers, masonry, metal trim, laminates, fabrics, carpets, paints, and inks. Material shall be mounted on an 8-1/2" x 11" white illustration board, clearly labeled with the color name and number, the manufacturer's brand name, and other pertinent product identification, keyed to the drawings for location.
- B. One 8-1/2" x 11" mounted sample shall be provided for each type of digital output print and for each screen printing ink color and substrate combination used in the exhibit.
- C. Samples of specialized techniques such as sandblasted or etched graphics or finishes shall also be provided.

2. WOOD FABRICATION

- A. Materials and Quality
1. All wood shall be FSC (Forest Stewardship Council) certified.
2. All composite board products (e.g.:MDF, Medite, hardboard) shall have no added formaldehyde.

3. All woodwork for transparent finish shall conform to the "Premium Grade" requirements of the AWI Quality Standards.
4. Material and workmanship of all interior woodwork for paint finish shall conform to the "Premium Grade" requirements of the AWI Quality Standards.
5. All casework shall conform to the quality grade and species called for. Quality grade is as defined in AWI Quality Standards, section #400.
6. Laminate countertops and sides: The cores of high-pressure laminate countertops shall be of the thickness shown on the details, but not less than 3/4" thick particleboard.
7. All exposed surfaces of millwork and trim shall conform to AWI Standards, section #300.
8. All natural hardwoods used for railings, caps, and other details shall be free of knots, burls, and other internal defects unless otherwise noted. Hardwood species shall be as called for on the Drawings or General Specifications.
9. Plastic laminate coverings shall be Formica, Nevamar, Wilson-Art, Abet Laminati, or an approved equivalent. Samples of all colors specified shall be submitted for the DESIGNER's approval.
10. Ease the exposed edges to a radius of approximately 1.6 mm (1/16") unless otherwise shown.

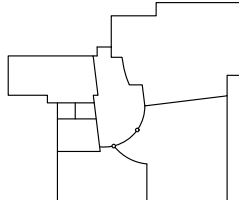
B. Workmanship

1. Large casework and structures - All casework shall be fabricated, finished, and assembled in the FABRICATOR's shop. Structures too large for access into the exhibit area, or which would be damaged by shipment while assembled, shall be made in detachable sections with provisions for final assembly inside the exhibit space.
2. Fabrication Methods - All faceplates, panel ends, and doors shall be of mortise and tenon or doweled fabrication, glued under pressure, with nails only furnishing the pressure. All nails shall be properly set for filling. Filled areas shall be sanded smooth to receive laminate, paint, or other specified finish. Edges of panels and signs shall be filled, sanded smooth, and finished or covered with material matching the panel face. Edges shall not be left unfinished unless otherwise specified on the drawings.

3. Shelving - Unless otherwise specified in the Design Package, any shelving used as part of the interior of cabinets shall be 3/4" Birch plywood. At a minimum, audiovisual equipment shelving shall have 12" square center portions of perforated metal to allow ventilation around equipment. The FABRICATOR shall be responsible for ensuring that each shelf is fabricated of material of sufficient strength for the piece of equipment for which it is intended.
4. Architectural Millwork - Fabricate and assemble units complete in the shop, insofar as their dimensions will permit for transportation and proper handling. All woodwork shall be shop finished and delivered to the installation site with a protective covering. Use solid stock for frames, jambs, heads, stops, and edges. Where veneer plywood is used, trim exposed edges with hardwood without face nailings. Accurately fit and align separate parts. Provide ample screw, glue and-bolt blocks, draw-bolts, tongues, grooves, splines, dowels, tenons, mortises, and other means of fastening to render the work substantial, rigid, and permanently secured in the proper position. Provide material to permit scribing to walls, floors, and related work. Provide sufficient allowance for shrinkage occurring after installation. Provide mitered corners at doorframes with hairline joints. Fit and adjust doors to achieve smooth and noiseless operation. Exposed fasteners are unacceptable without prior approval from the DESIGNER. Countersink face nails and face screws, fill with plastic wood or wood plugs, sand flush to the surface, and finish without visible markings.

3. METAL FABRICATION

- A. Materials:
1. Parts shall be selected to conform to the design intent in dimension and appearance and be of adequate size for loading.
2. All exposed aluminum shall be free of scratches and protected by anodizing or other DESIGNER specified finish.
3. Final steelwork shall be approved by the DESIGNER before the work is accepted.
- B. Workmanship.
1. All work shall be finished so that painted surfaces will be smooth without filling where steel is to remain exposed.
2. For work that is to remain exposed and visible, welds shall be ground smooth to the satisfaction of the DESIGNER, and all weld spatter, etc., removed or ground smooth.
3. All items shall be fabricated and installed plumb, straight, level and in proper elevation, plane, location, and alignment with other work. All work shall be designed for adjustment to field

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variations, fitted with proper joints and intersections, and adequately anchored in place. All work shall be complete in every detail and in accordance with best practice.

- 4. Ease the exposed edges to a radius of approximately 0.8 mm (1/32") unless otherwise shown.

4. ACRYLIC FABRICATION

- A. Materials:
 - 1. Plastic glazing for artifact cases or vitrines shall be clear, UV-filtering cast acrylic sheet.
- B. Workmanship
 - 1. Acrylic products should be fabricated in accordance with the Drawings unless approved by the DESIGNER.
 - 2. All vitrine joints should be constructed with an open “V” Angle Joint Technique with Polymerizable Cement.
 - 3. Visible joints between plastics shall be free of bubbles, crazing, or distortion.
 - 4. Visible polished edges shall be free of imperfections. Edge polishing shall be done with polishing compound and not flame polished.
 - 5. Ease the exposed edges to a radius of approximately 1.6 mm (1/16") unless otherwise shown.

5. GLASS FABRICATION

- A. Material shall be cut to size as specified on the drawings, allowing for expansion and contraction. Surfaces shall be free of scratches, bubbles, stains, rough edges, or other imperfections.
- B. Laminated Safety Glass - All glass to be used for artifact case glazing shall be laminated. All exposed edges shall be eased and finely ground to be smooth, with broad surfaces free of imperfections.
- C. Tempered Safety Glass - All exposed edges shall be polished, with broad surfaces free of visible tong marks or any other imperfections.
- D. Anti-Reflective Glass - Anti-reflective glass, in thickness, glass color, and UV filtering properties as specified in the Design Package. All glass to be used for artifact case glazing shall be laminated. All exposed edges shall be eased and finely ground to be smooth, with broad surfaces free of imperfections.

- E. Grind and polish all exposed edges as required to prevent visitors from injuring themselves when walking past or brushing up against glass panels.

6. FINISH SURFACES

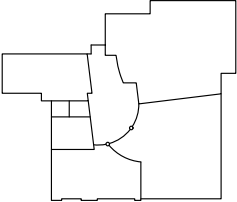
- A. Substrates: Surfaces scheduled to receive etching, sandblasting, paint, laminate, photo mounts, and graphic prints, shall be made true and even with joints and nail holes filled, and shall be primed, sealed, and properly supported to prevent warping or bending.
- B. Paint: All paint to be low or no VOC paint. All exposed surfaces to receive paint shall be finished smooth. The finished paint surface shall be without runs, sags, and other imperfections. Match colors specified on the drawings. Colors shall be consistent from surface-to-surface. Paint shall be applied under dry, dust-free conditions, in accordance with the manufacturer’s specifications. Edges, crevices, corners, and joints shall be thoroughly cleaned. Painting shall be of uniform thickness. All exposed edges of painted panels shall be filled, sanded, and painted to match the panel face unless otherwise specified on the drawings.
- C. Plastic Laminate: All laminate and substrate shall be stored together for at least 72 hours and assembled in an environment of approximately 70 degrees Fahrenheit and 50 percent relative humidity. The face of the substrates shall be sanded smooth and shall be free of grease, wax, dust, or other contaminants which interfere with adhesion. Control of the glue line and its thickness and uniformity of spread shall be given constant attention. Spot bonding shall never be used. Cover all areas where contact is made with adhesive. In all cases, the adhesive manufacturer’s instructions for use shall be followed. Avoid chipping of laminate by the saw blade. Finish smooth edges on curved cut by sawing the part oversize and finish it by routing, filing, or sanding. When cutting laminate, make certain to prevent hairline cracks or over-cutting at inside corners. Inside corners shall be rounded to prevent corner cracking.
- D. Veneer - All veneers shall be ordered in a minimum 3:1 ratio per square foot of plywood substrate required. Face veneer shall be flat sliced with adjacent pieces randomly matched. The maximum width of sapwood per flitch shall not exceed two inches. Panel face assembly shall be running matched. Veneer millwork shall not be sequence matched. All edges shall be veneer banded on all four edges for final use in the exhibit.
- E. Panel Edges and Backs, Concealed Areas - Finish in accordance with the following unless specified otherwise on the drawings.

- F. Concealed Areas - Those areas are completely enclosed by solid opaque framing and skin. No finish is required.
- G. Semi-Exposed Areas - Those areas only visible by opening doors or access panels. Finish with a wood sealer.
- H. Flat Panels, Framed - The backside of plywood or other framed material. A minimum of two coats of flat lacquer primer for the surface.
- I. Flat Panels, Unframed - The backside of plywood or other material without framing such as cabinet doors and applied panels. A minimum of three coats of paint, laminate backing sheet, or other finish equal in density and weight to that specified on the drawings for the exposed surface.
- J. Edges - All exposed edges of panels, plaques, and graphic prints shall be fitted and sanded smooth. Edges shall be finished to match adjoining surfaces as specified on the drawings.
- K. Panel Backs - Backs of panels shall be finished with a spray-applied lacquer finish or laminate backing sheet in color specified on the drawings.

7. GRAPHICS FABRICATION

The FABRICATOR shall provide fabrication of all two-dimensional exhibit graphics. Except as otherwise specified in the Design Package., Print-ready files shall be furnished to the fabrication FABRICATOR.

- A. The fabricator shall review the print-ready production files and the Graphic Schedule to ensure they align in both content and output (size and material) and notify the DESIGNER if there are any misalignments.
- B. The FABRICATOR will submit graphic proofs of each graphic type and color family, as designated by the DESIGNER. Samples must be of sufficient size to evaluate the output quality and accuracy, typically 11"x17" unless otherwise noted in the Design Package.
- C. One copy of each is to be delivered to the OWNER, and the DESIGNER. One copy should remain with the FABRICATOR.
- D. Upon approval of graphic proofs, the FABRICATOR will produce all final graphics for the Project, including digital prints. High-Pressure laminate graphics, printed wall murals, window clings, banners, cut out or dimensional letters, floor graphics, or other materials as specified in the Design Package.
- E. The DESIGNER will be responsible for the correctness of the graphic design layouts and will make corrections to the

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- production-ready files in a timely manner if errors are found in the production phase. The DESIGNER is responsible for the correctness of text, fonts, graphic references and image selection, and color specifications.
- F. The FABRICATOR is responsible for the correctness and quality of graphic production and fabrication. To include print quality, laminating, framing, color consistency between production runs, etc.
- G. FABRICATOR will use the following specification for graphic output, Alternate methods will only be allowed if approved by the DESIGNER and OWNER in writing.
1. Inkjet Prints: Use archival inks on paper, fabric plastic films at high resolution with no visible dot patterns or banding.
 2. High-Pressure Laminate: Use 1/16” to 1” black phenolic backer with Matt finish and embedded fasteners as specified in the Design Package.
 3. Direct to Substrate prints: use substrates intended for Direct Printing, and provide a clear (non-yellowing) protective coating.
 4. Dimensional Letters Typemade from acrylic or aluminum in a thickness specified in the Design Package. Ensure parts are smooth and free from imperfections. All letters should be provided with mechanical fasteners. The FABRICATOR will ensure correct spacing and alignment using a template for mounting.
 5. Cut-Out Graphics: Contour cut graphics shall be produced in either High-Pressure Laminate or on aluminum unless otherwise noted in the Design Package. The Cut-Out shall follow the lines specified in the graphic files. All edges shall be smooth and finished.

8. DIGITAL MEDIA

- A. Scope of Work: The work includes the research, development, production and installation of electronic programs as specified in the Drawing and Content Packages.
- B. The electronic programs are not separate from the exhibit program but rather are an essential part of it.
- C. ALL PROGRAMS SHALL:
1. Be in the following language(s): English
 2. Accurately portray and convey the subjects covered.
 3. Have an "interpretive" rather than a "commercial" quality.
 4. Have the highest level of visual and sound quality.
 5. Be appropriate for the intended audience.

6. Employ a graphic approach for screen graphics that complements the graphic approach to exhibits and graphic panels.
 7. Any stock (third party) images or footage used shall meet the basic criteria above.
 8. CONTRACTOR must acquire all rights and permissions for images and footage for indefinite term of use.
- D. Provide all materials, equipment, labor and services necessary to complete the design, engineering, specification, supply, delivery, fabrication, assembly, integration, installation, setup, testing and training of the AV systems as specified herein and in the Contract Documents.
- E. Equipment: Unless otherwise specified, products and materials are to be:
1. New, of recent manufacture and carry full factory warranty: used, reconditioned or repaired equipment or materials are not acceptable.
 2. Commercial grade unless otherwise specified.
 3. Highly user friendly in operation.
 4. All Equipment is intended to be housed local to the individual exhibits. A media closet or rack room will not be provided.
 5. Each exhibit should have an easy to use power-up and power-down routine for daily use.
- F. Installation: The Contractor shall either deliver the final equipment and/or programs for installation by others, or travel to the specified location to install the equipment and/or programs. Where electronic programs are installed and integrated by the Contractor, the Contractor will provide technical support services during the installation period to ensure a smooth transition. This also applies to any post-installation review periods required by the Owner.
- G. Training: The Contractor shall provide an Operations and Maintenance manual and staff training for the upkeep of digital media. See Section 1010.8.

1009 — CLEANING

PART 1 - GENERAL

1. WORK INCLUDED

- A. This Section covers the work necessary for cleaning during construction and final cleaning on completion of the Work.

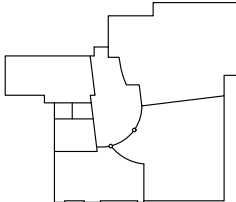
2. GENERAL

- A. At all times maintain areas covered by the Contract and public properties free from accumulations of waste, debris, and rubbish caused by construction operations.
- B. Pollution Control:
1. Conduct cleaning and disposal operations to comply with local ordinances and anti- pollution laws.
 2. Do not burn or bury rubbish and waste materials on project site.
 3. Volatile wastes shall be properly stored in covered metal containers and removed daily.
 4. Do not dispose of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains.
 5. Do not dispose of wastes into streams or waterways.
- C. Construction materials such as concrete forms and scaffolding shall be neatly stacked by the CONTRACTOR when not in use. The CONTRACTOR shall promptly remove splattered concrete, asphalt, oil, paint, corrosive liquids, and cleaning solutions from surfaces to prevent marring or other damage.
- D. Use only cleaning materials recommended by manufacturer of the surface to be cleaned.
- E. Use cleaning materials only on surfaces recommended by cleaning material manufacturers.

PART 2 - EXECUTION

3. CLEANING DURING CONSTRUCTION

- A. During execution of Work, clean site and public properties and dispose of waste materials, debris, and rubbish to assure that buildings, grounds, and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Provide approved containers for collection and disposal of waste materials, debris, and rubbish. Empty containers within one day after they are full.
- C. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed and semi-exposed surfaces.

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- D. Repair, patch, and touch up marred surfaces to specified finish to match adjacent surfaces.
- E. Vacuum clean all interior spaces, including inside cabinets. Broom clean paved surfaces, rake clean other surfaces of grounds.
- F. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.
- G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- H. Vacuum clean interior building areas when ready to receive finish painting and continue vacuum cleaning on an as-needed basis until building is ready for substantial completion or occupancy.

4. FINAL CLEANING

- A. At completion, leave project area clean and ready for use.
 - 1. Legally dispose of waste materials, debris and rubbish off the site.
 - 2. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from exposed and enclosed surfaces.
 - 3. Repair, patch and touch up all affected surfaces to match adjacent surfaces.
- B. Broom clean paved surfaces, rake clean other surfaces of grounds. Vacuum clean all interior surfaces, rake clean other surfaces of grounds.
- C. Refer to the requirements of the Contract Documents in addition to the requirements of this Section.
- D. See Section 1010, Project Closeout, for additional requirements.
- E. At the completion of Work on all Contracts and immediately prior to final inspection, cleaning of the entire Project will be accomplished according to the following provisions:
 - 1. The CONTRACTOR shall thoroughly clean, sweep, wash, and polish all work and equipment, including finishes. The cleaning shall leave the structures and site in a complete and finished condition to the satisfaction of the OWNER.
 - 2. Should the CONTRACTOR not remove rubbish or debris or not clean the building and site as specified above, the OWNER reserves the right to have the cleaning done at the expense of the CONTRACTOR.

- 3. In preparation for substantial completion of occupancy, conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces.
- 4. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to shine finish.
- 5. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces.
- 6. Broom clean paved surfaces; rake clean other surfaces of grounds.
- 7. Replace air-handling filters if units were operated during construction.
- 8. Clean luminaires in accordance with manufacturer's recommendations. Clean all light fixtures.
- 9. Remove from the OWNER's property all temporary structures and all materials, equipment, and appurtenances not required as a part of, or appurtenant to, the completed work. See Section 1006 - Temporary Construction Facilities and Utilities.

1010 — Project Closeout

1. GENERAL

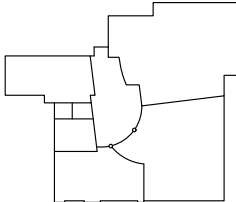
- A. Closeout is hereby defined to include general requirements near the end of the Contract Time, in preparation for Final Completion, Final Payment, normal termination of Contract, occupancy by OWNER and similar actions evidencing completion of the Work.
- B. At the end of the fabrication and installation phases, the FABRICATOR shall Closeout the project, Closeout includes returning any materials borrowed from the OWNER, collecting and delivering all source materials required to produce the Exhibition (graphic files, media, etc), and verifying the completion of any remaining punch list items.
- C. Where a conflict exists between this section and the Contract Documents, the conditions in the Contract Documents take precedence.

2. CERTIFICATION OF SUBSTANTIAL COMPLETION

- A. Prior to requesting the OWNER's [MR1] inspection for certification of each phase as Substantially Complete, the CONTRACTOR shall certify in writing that each phase of the Work is Substantially Complete and shall submit a list of known items still to be completed or corrected (CONTRACTOR's punchlist) prior to Contract Completion.
- B. The following items shall be completed:
 - 1. OWNER has been advised of any pending insurance changeover requirements.
 - 2. Specific warranties, maintenance agreements, final certifications and similar documents have been submitted.
 - 3. All tools, spare parts, extra stocks of materials, and similar physical items have been delivered to OWNER.
 - 4. Instruction of OWNER's operation/maintenance personnel and start up testing has been completed.
 - 5. Submittal and acceptance of all O&M manuals.

3. PUNCHLIST

- A. When the CONTRACTOR considers that the Work, or a portion or phase thereof which the OWNER agrees to accept separately, is Substantially Complete, the CONTRACTOR shall certify in writing that the work is Substantially Complete and shall prepare and submit to the DESIGNER a comprehensive list of items to be completed or corrected prior to Contract Completion (punchlist).
- B. The DESIGNER may add additional work items to the punchlist.
- C. Failure to include an item on the punchlist does not alter the responsibility of the CONTRACTOR to complete all Work in accordance with the Contract Documents.
- D. Upon receipt of the CONTRACTOR's punchlist, the DESIGNER will make an inspection to determine whether the Work or designated portion thereof is Substantially Complete.
- E. If the DESIGNER's inspection discloses any item, whether or not included on the CONTRACTOR's list, that is not in accordance with the requirements of the Contract Documents, the CONTRACTOR shall, upon notification by the DESIGNER and before an issuance of the Certificate of Operational Completion is provided, complete or

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correct such item.

- F. The CONTRACTOR shall then submit a request for another inspection by the DESIGNER.
- G. When the Work or designated portion thereof is accepted by the DESIGNER to be Substantially Complete, the DESIGNER will prepare a Certificate of Operational Completion.
- H. The date of Operational Completion shall be the date of the DESIGNER's inspection and acceptance.

4. AS-INSTALLED DRAWINGS

- A. The CONTRACTOR shall prepare and submit As-Installed Drawings for the OWNER.
 1. The CONTRACTOR shall make a record of changes during construction on prints of the Drawings provided by the OWNER for this purpose (As-Installed Drawings) as described in Section 01330, Submittal Procedures.
 2. DESIGNER will verify on a monthly basis and provide written verification that the As-Installed Drawings are being developed and kept updated prior to submitting CONTRACTOR'S progress payment to the OWNER.
 3. The reproducible drawings on which changed conditions are recorded shall be returned to the DESIGNER prior to Final Completion.

5. WARRANTIES

- A. The Contract Documents cover the CONTRACTOR's responsibility to remedy defects due to faulty workmanship and materials.
- B. Special warranties are required by various Sections of these Specifications. Assemble written warranties, label and submit to the DESIGNER.
 1. Equipment warranties shall be written in the manufacturer's standard form and shall be countersigned by the Subcontractor or supplier and the CONTRACTOR.
 2. All other warranties shall be written on the Subcontractor's or supplier's letterhead and shall be countersigned by the CONTRACTOR.

6. SPARE PARTS AND MAINTENANCE MATERIALS

- A. Spare parts and maintenance materials are required by various Sections of the Specifications.
1. Parts and materials shall be packaged so as to preclude damage in normal handling and storage.
 2. Packages shall be labeled with full description of contents and project name and clearly identified as to which item of equipment they belong to. CONTRACTOR shall maintain a spare parts inventory list which shall be provided to the OWNER prior to Final Completion.
 3. Submit packaged parts and materials to OWNER.
 4. Submit the value of all spare parts.

7. FINAL INSPECTION

- A. Prior to requesting DESIGNER's final inspection for certification of Final Completion and Final Payment, complete the following and list known exceptions (if any):
 - 1. Submit Final Payment request with final releases and supporting documentation not previously submitted and accepted.
 - 2. Submit copy of final punchlist of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance, endorsed and dated by OWNER.
 - 3. Submit Consent of Surety.
 - 4. Revise and submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Certify in writing that the work has been completed in accordance with the Contract Documents, and request DESIGNER's final inspection.
- C. Reinspection:
 - 1. Within seven (7) days after receipt of the CONTRACTOR's notice that the work has been completed, including punchlist items resulting from earlier inspections, and excepting incomplete items delayed because of acceptable circumstance, the OWNER will reinspect the work.
 - 2. Upon completion of reinspection, OWNER will either prepare a certificate of Final Completion or advise the CONTRACTOR of work not complete or obligations not fulfilled as required for

Final Completion.

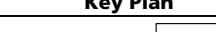
3. If necessary, inspection procedure will be repeated.

8. OPERATION AND MAINTENANCE MANUAL

An Operations and Maintenance Manual and operational training are required for all exhibits to provide the OWNER with a comprehensive reference for the use and care of their exhibits.

Content of Operations and Maintenance Manual

- A. Title Page - Provide a title page with the name of the exhibit, the site, and the installation date.
- B. Table of Contents - Provide a list of contents.
- C. Contract Information - Provide name, physical and email addresses, and telephone number for all FABRICATORS and suppliers who produced work for the exhibit, identifying the portion of the work which they provided.
- D. Cleaning Instructions - Provide instructions for cleaning all exhibit structures, finishes, graphic panels, tactile models, and screen-printed material. Include brand names of recommended cleaning materials. Provide the name, physical and email addresses, telephone number, and website (if applicable) of the manufacturers or distributors of the cleaning products. Listed cleaning products shall correspond with supplies included in the Maintenance Kit furnished by the FABRICATOR. "Not to be Used" materials and techniques shall be identified.
- E. Repair Instructions - Describe specific techniques for repairing damage to exhibit surface materials such as wood and painted finishes, screen printed areas, plastic laminates, faux finishes, fabric, metal, acrylic, polycarbonate, and glass.
- F. Object Care and Handling - Provide information or direction for care, maintenance, and cleaning of the object mounts, including how to detach the object from the mount. Provide copies of all final object mount drawings
- G. Product List and Catalog Cuts - List brand names of off-the-shelf products purchased for use in the exhibit and the name, physical and email addresses, telephone number, and website address (if applicable). Provide legible scanned and printed copies of catalog cuts for all products listed.

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- H. Warranties - Provide purchase receipts and manufacturer’s warranties for all off-the-shelf equipment purchased by the FABRICATOR.
- I. Access Instructions - Provide visuals clearly and sufficiently illustrating access to artifacts, desiccant, lighting equipment, mechanical devices, and audiovisual equipment within the exhibits. The illustrations shall include the exhibit number(s), step-by-step instructions, and any other information relevant to opening or dismantling the structures.
- J. Electrical and Mechanical Instructions - Provide maintenance and operational instructions for all electrical and mechanical equipment other than lighting and audiovisual equipment, or as specified in the Design Package.

9. AUDIOVISUAL OPERATIONS MANUAL

The FABRICATOR shall provide a separate notebook that contains the Audiovisual Operations Manual. This Manual describes the operation and simple troubleshooting of the audiovisual systems specified in the Design Package. Each copy shall include the owner’s operating/service manuals for each item of equipment used in the specified system.

Contents of the Audiovisual Operations Manual:

- a) Title Page - Provide a title page with the name of the exhibit, the site, and the installation date.
- b) Table of Contents - Provide a list of contents.
- c) Systems Block diagram(s), 11”x17”.
- d) Systems Overview description(s).
- e) Daily System Startup and Shutdown Procedures.
- f) Simple Troubleshooting steps.
- g) Access Instructions - Provide visuals clearly and sufficiently illustrating access to equipment. The illustrations shall include the exhibit number(s), step-by-step instructions, and any other information relevant to access the equipment for troubleshooting or maintenance.

10. AS-INSTALLED DRAWINGS

The purpose and general requirement of the As-Installed drawings shall be to provide detailed documentation of the actual, installed, completed exhibit conditions.

1. The drawings shall document and incorporate changes in content, materials, or fabrication details that were made in the exhibits prior to final completion, but which are not reflected in the most current drawings.
2. The As-Installed drawings shall be included in the Maintenance Manual and shall incorporate all final exhibit design and detail drawings.
3. All original drawings produced under this contract shall be the property of the OWNER.
4. As-Installed Exhibit Drawings - Include one copy of As-Installed Exhibit Drawings printed onto 11" x 17” sheets.

11. SPECIALIZED KEYS AND TOOLS

All keys to exhibit locks and specialized tools, including screwdrivers for tamper proof screws, wrenches for roto locks, Allen (hex) wrenches, or any other specialized tool which shall be used for case access, mobility, or security. All locks should be keyed alike and any specially tools should be limited to as few types or sizes as possible. Provide three copies of each type of key and tool. Each key and tool shall be identified with the exhibit component name and number.

A. Maintenance Kit

1. Container - A heavy-duty plastic storage container, with a lid.
2. Touch-up Materials - Bottles or cans of each paint, stain, wax, and other finishes used on the exhibit, with tightly fitted lids or caps, and clear identification of the contents on firmly attached labels. For each type of finish, provide appropriate solvents and brushes or other tools as required to apply the finish. Provide a minimum of one full quart of each paint and stain, and one full quart of each type of protective finish, such as polyurethane, except as otherwise specified in the Design drawings.
3. Cleaning Materials - Cleaning materials for each type of surface in the exhibit, including glass, acrylic, plastic laminate, metal, and wood. Provide one full bottle of each type of cleaner. Provide appropriate applicators for use

with each type of cleaning product in sufficient quantities to clean the entire exhibit for a minimum of 60 days. All cleaning materials shall be listed in the Maintenance Manual, with the manufacturer’s address, telephone number, and website address (if applicable). If the exhibit includes acrylic glazing or surfaces, provide the following materials for cleaning acrylic:

Brillianize, as manufactured by:

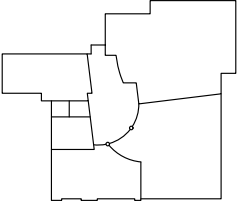
The Brillianize Company Kleenmaster Products
4966 Industrial Highway Benicia, California 94510
800-445-9344
707-751-0656
www.brillianize.com

WypAll Plus All-Purpose Wipers, as manufactured by: Kimberly-Clark Corporation
World Headquarters
351 Phelps Drive Irving, Texas 75038
972-281-1200
<https://www.kcprofessional.com/brands/wypall>

12. OPERATIONAL TRAINING

After inspection and acceptance of the installed exhibits, the FABRICATOR shall conduct operational training session(s) for the OWNER's staff at a predetermined mutually agreed upon time. The FABRICATOR shall provide an operational training session at a predetermined mutually agreed upon time. The training session shall include, but is not limited to:

1. Day-to-day cleaning of the exhibits - In addition, during the training session, the FABRICATOR shall provide and identify the components of the Maintenance Kit, assembled per the section entitled Maintenance Kit.
2. Minor repair and touch-up procedures
3. Access into exhibit structures, including operating locks and tamper proof hardware, opening hinged doors, removing and replacing cover panels, removing and inserting silica gel desiccant, changing lamps in lighting fixtures, and removing and replacing mounted artifacts, and models.
4. Start-up and shutdown procedures for audiovisual equipment, lighting, and other electrical equipment, including troubleshooting in the event of a power outage, lightning surge, or other potential hazards.

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MATERIAL AND FINISH SCHEDULE

METAL FINISHES

NUMBER	FINISH/MATERIAL	SUPPLIER	NAME/NUMBER	DESCRIPTION	NOTES
MTL-1	Powdercoat	Tiger Drylac	7016 Anthracite Gray	-	-
MTL-2	Powdercoat	Tiger Drylac	61/00015 Anodized	Silver clear anodized effect	-
MTL-3	Powdercoat	-	RAL 6021	-	Match existing Green House frame color.
MTL-4	Brushed Stainless Steel	-	-	-	-

PAINT FINISHES

NUMBER	FINISH/MATERIAL	SUPPLIER	NAME/NUMBER	DESCRIPTION	NOTES
PNT-1	Painted Finish	Matthews Paint	Onyx 31846	Satin Finish	
PNT-2	Painted Finish	Carboline	Safety Blue S150	Eggshell or satin Finish	Spec must match Roseville water pipe color if other supplier used.
PNT-3	Painted Finish	Carboline	Safety Purple, #S585	Eggshell or satin Finish	Spec must match Roseville recycled water pipe color if other supplier used.
PNT-4	Painted Finish	Matthews Paint	White Spirit 32351	Satin Finish	
PNT-5	Painted Finish	Matthews Paint	Match RAL 6021	High Gloss Finish	Match RAL 6021
PNT-6	Painted Finish	Matthews Paint	Silver Rose 48102SP	Metallic Finish	

WOOD FINISHES

NUMBER	FINISH/MATERIAL	SUPPLIER	NAME/NUMBER	DESCRIPTION	NOTES
WD-1	Birch plywood	ApplePly or eq.	-	Satin clear coat finish	All exposed edges filled/finished.
WD-2	Quarter sawn anigre veneer.	-	-	Satin clear coat finish	-
WD-3	Bamboo veneer.	TBD	TBD	Satin clear coat finish	Match existing species/finish on welcome desk.

LAMINATE FINISHES

NUMBER	FINISH/MATERIAL	SUPPLIER	NAME/NUMBER	DESCRIPTION	NOTES
HPL-1	High Pressure Laminate	Formica	Solid Core 2 Storm 912	-	-

SOLID SURFACE FINISHES

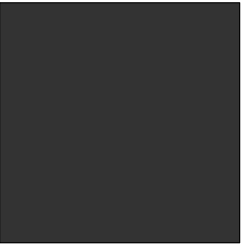
NUMBER	FINISH/MATERIAL	SUPPLIER	NAME/NUMBER	DESCRIPTION	NOTES
SS-1	Solid surface	Corian	Designer White	-	-
SS-2	Solid surface	Corian	Deep Nocturne	-	-

FLOOR FINISHES

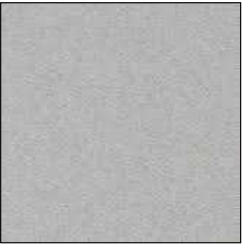
NUMBER	FINISH/MATERIAL	SUPPLIER	NAME/NUMBER	DESCRIPTION	NOTES
CPT-1	Carpet Tile	TBD	TBD	Install in non-directional pattern.	Carpet to closely match existing flooring behind welcome desk.
FLR-1	Rubber Flooring	U.S. Rubber	ColorBlast 15% Blk, 15% Charcoal, 25% Brown, 20% Gray, 25% Beige	Rubberized tile flooring	-
FLR-2	Rubber Flooring	U.S. Rubber	ColorBlast 15% Blk, 30% Forest, 25% White, 25% Gray, 5% Charcoal	Rubberized tile flooring.	Match existing EcoEarth 720 Appletini rubber tile in Green House.
CC-1	Stained Concrete	Lithochrome Chemstain	Slate Gray A-50	Existing stained concrete flooring.	-
CC-2	Stained Concrete	Lithochrome Chemstain	Fern Green CS-11	Existing stained concrete flooring.	-
CC-3	Stained Concrete	Lithochrome Chemstain	Antique Amber CS-15	Existing stained concrete flooring.	-
CC-4	Stained Concrete	Lithochrome Chemstain	Padre Brown CS-2	Existing stained concrete flooring.	-

WALL BASE

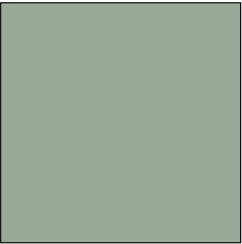
NUMBER	FINISH/MATERIAL	SUPPLIER	NAME/NUMBER	DESCRIPTION	NOTES
BA-1	Rubber Wall Base	TBD	TBD	-	Match existing



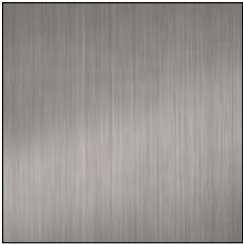
MTL-1



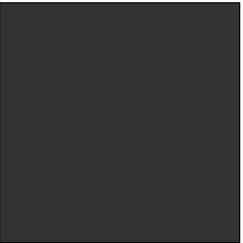
MTL-2



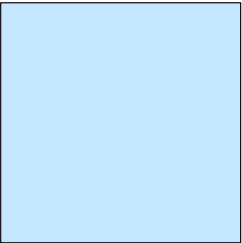
MTL-3



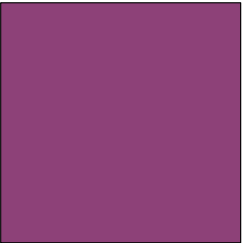
MTL-4



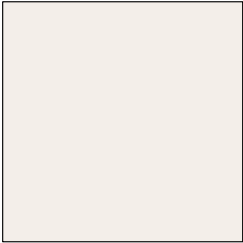
PNT-1



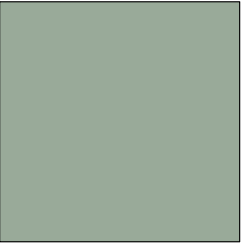
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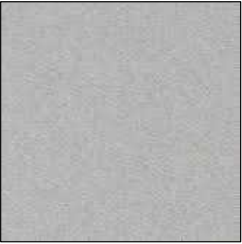
PNT-3



PNT-4



PNT-5



PNT-6



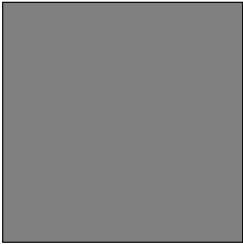
WD-1



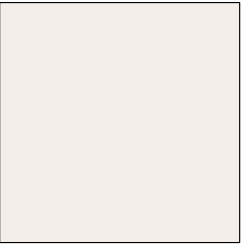
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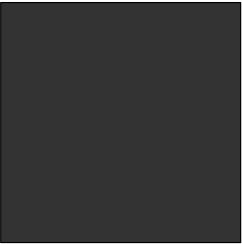
WD-3



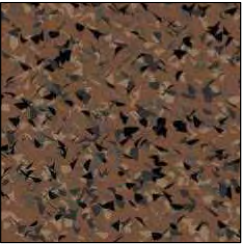
HPL-1



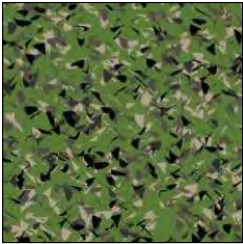
SS-1



SS-2



FLR-1



FLR-2

Bart

Exhibition Design

Roseville Utility Exploration Center

Final Design Bid Docs

Bart Hays Exhibition Design

1041 Morse Drive

Pacific Grove, CA 93950

612.423.5245

City of Roseville

2005 Hilltop Circle, Suite 130

Roseville, CA 95747

916.746.1750

Key Plan

Revisions

9/9/2022 Issued for bid

Project Name & No.

Roseville Utility Exploration Center

Date

9/9/2022

Scale

As Noted

Drawing Name

Finish Schedule

Designer

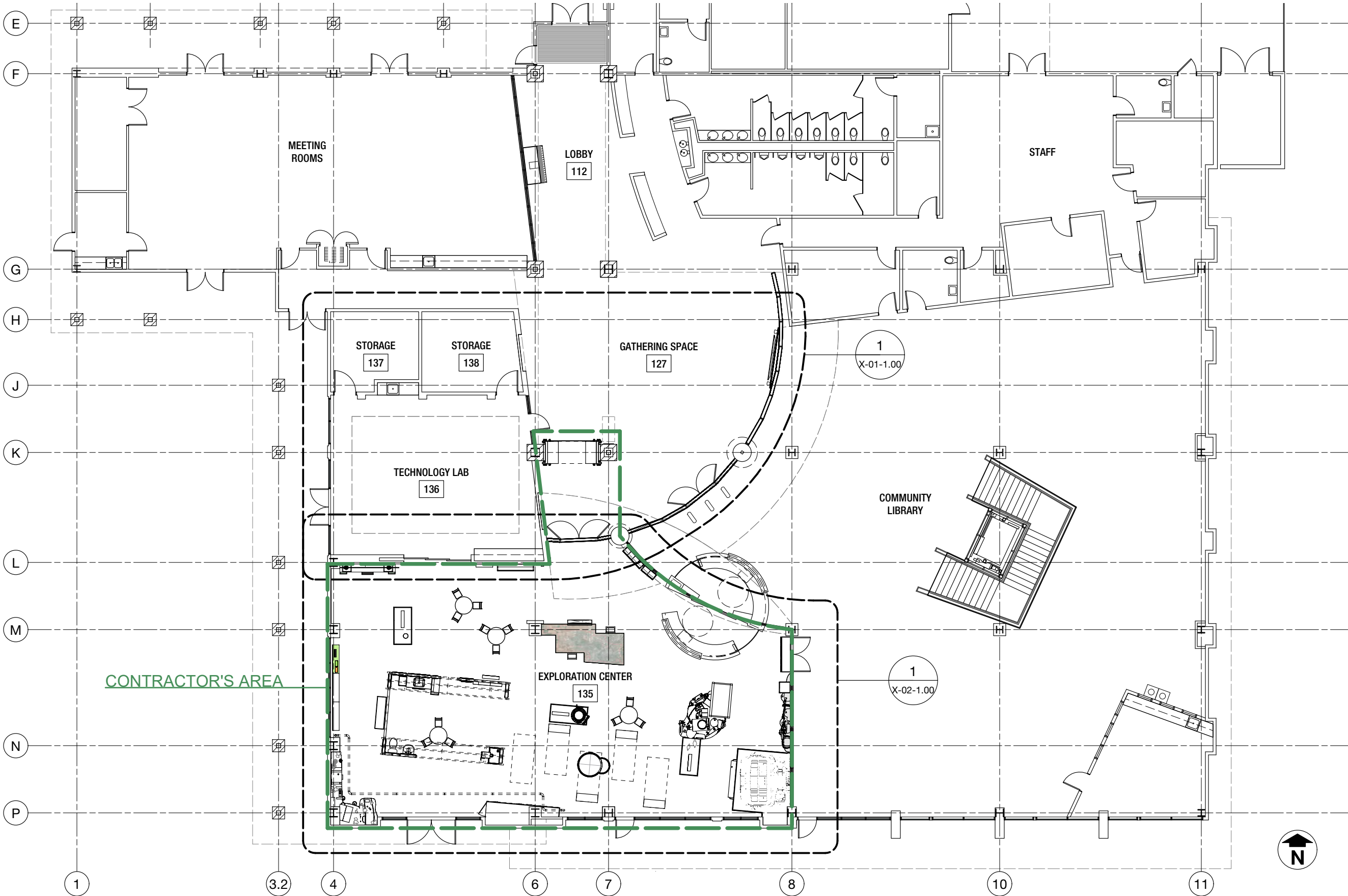
TW, BH

Sheet No.

X-00-0.20

Sheet Number

X-00-0.20



Bart

Exhibition
Design

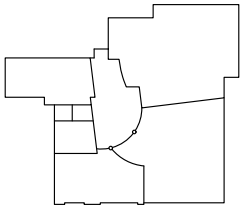
Roseville Utility Exploration Center

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1041 Morse Drive
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612.423.5245

City of Roseville
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Key Plan



Revisions

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Project Name & No.
Roseville Utility Exploration Center

Date
9/9/2022

Scale
1/16" = 1'-0"

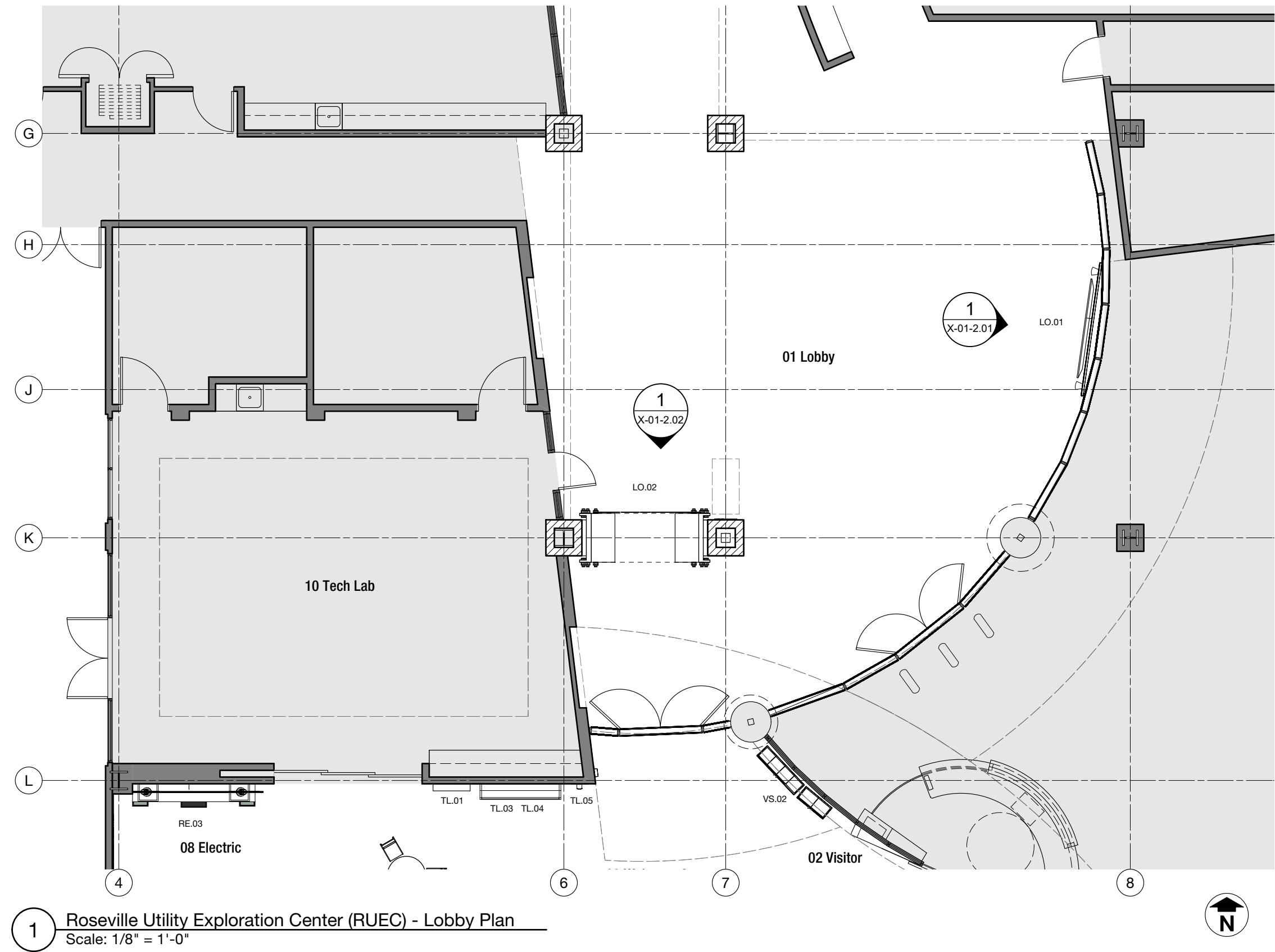
Drawing Name
Building Plan

Designer
TW, BH

Sheet No.
X-00-1.00

Sheet Number

X-00-1.00



Roseville Utility Exploration Center

01 Lobby (LO)

- LO.01 Media Wall
- LO.02 Entrance Display

02 Visitor Services (VS)

- VS.01 Welcome Desk
- VS.02 Retail Space
- VS.03 Lockable Storage

03 Welcome & Orientation (WO)

- WO.01 Exhibit Intro
- WO.02 Utility Map
- WO.03 Window Graphics

04 Waste Services (SW)

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- WS.02 Keep it Out of the Landfill!
- WS.03 Garbage Truck Cab
- WS.04 Explore Waste
- WS.05 Trash Sorting Interactive

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- WA.03 Curved Graphics
- WA.04 Water Above, Water Below
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- UH.03 Electricity Savings
- UH.04 Water Savings
- UH.05 Wastewater Savings
- UH.06 Waste Savings
- UH.07 Stormwater Savings
- UH.08 Seating

10 Tech Lab (TL)

- TL.01 Orientation Signage
- TL.02 Activity Stations
- TL.03 Magnetic Board
- TL.04 Literature Rack
- TL.05 Hand Sanitizer Station

1

Roseville Utility Exploration Center (RUEC) - Lobby Plan

Scale: 1/8" = 1'-0"

Bart

Exhibition
Design

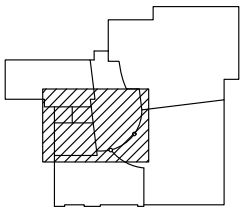
Roseville Utility Exploration Center

Final Design Bid Docs

Bart Hays Exhibition Design
1041 Morse Drive
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Key Plan



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Project Name & No.
Roseville Utility Exploration Center

Date
9/9/2022

Scale
As Noted

Drawing Name
Lobby Plan

Designer
TW, BH

Sheet No.
X-01-1.00

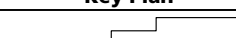
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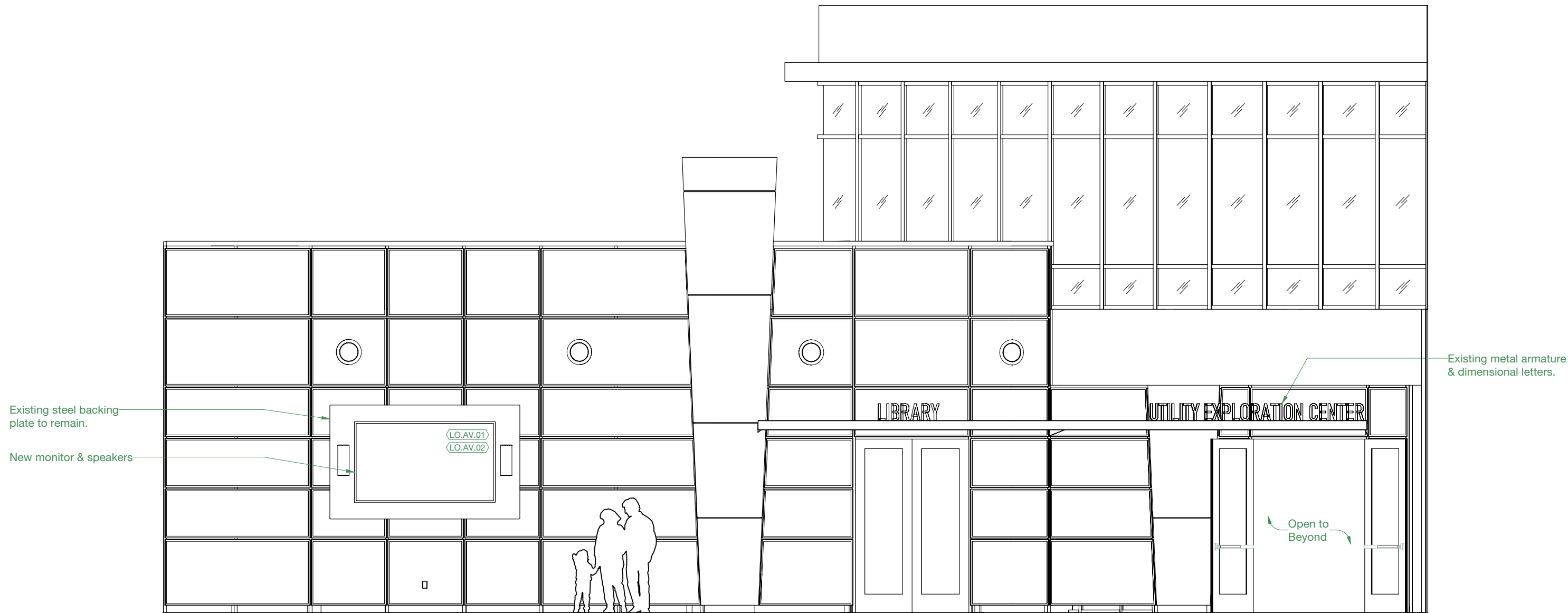
X-01-1.00



Exhibit Description:

A prominent new entrance display will attract visitors and help them understand what the UEC is all about. This is an imagined cutaway of the network of utilities under the street. Visitors can walk through a huge sewer pipe, while electrical conduit and water mains snake overhead—just some of the utility infrastructure that keeps Roseville going!

Bart Exhibition Design	Roseville Utility Exploration Center Final Design Bid Docs	Key Plan 	Revisions 9/9/2022 Issued for bid	Project Name & No. Roseville Utility Exploration Center Date 9/9/2022 Scale As Noted Drawing Name Lobby Concept Drawings Designer TW, BH Sheet No. X-01-2.00	Sheet Number X-01-2.00
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245 City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750				



1 Media Wall - Elevation
Scale: 3/16" = 1'-0"

Bart

Exhibition
Design

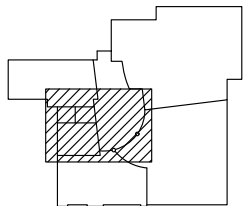
Roseville Utility Exploration Center

Final Design Bid Docs

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Pacific Grove, CA 93950
612.423.5245

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Key Plan



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Project Name & No.
Roseville Utility Exploration Center

Date
9/9/2022

Scale
As Noted

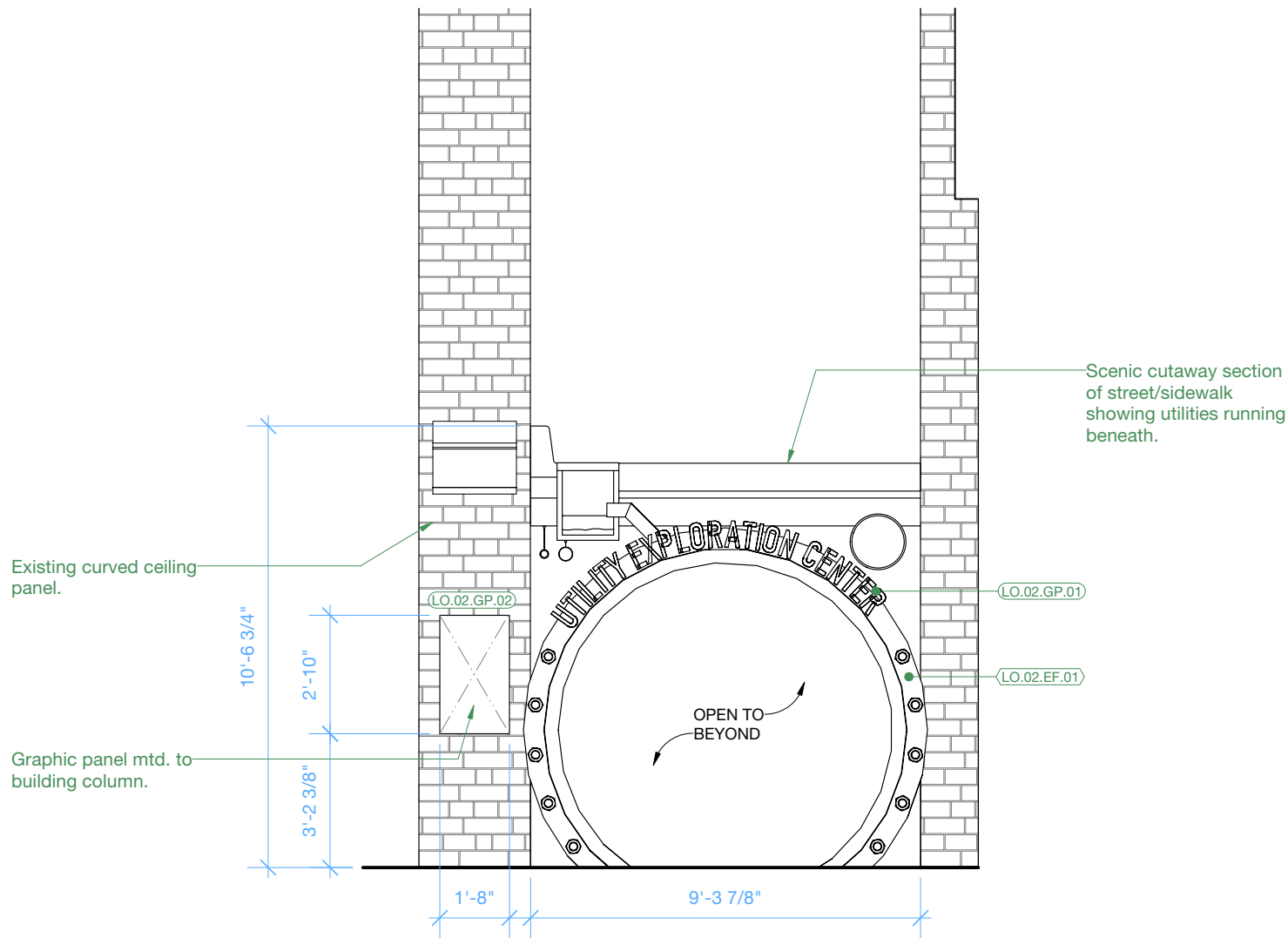
Drawing Name
Elevations: Lobby

Designer
TW, BH

Sheet No.
X-01-2.01

Sheet Number

X-01-2.01



1 Entry Experience - Elevation
Scale: 1/4" = 1'-0"

Bart

Exhibition
Design

Roseville Utility Exploration Center

Final Design Bid Docs

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Key Plan



Revisions

9/9/2022 Issued for bid

Project Name & No.
Roseville Utility Exploration Center

Drawing Name
Elevations: Lobby

Date
9/9/2022

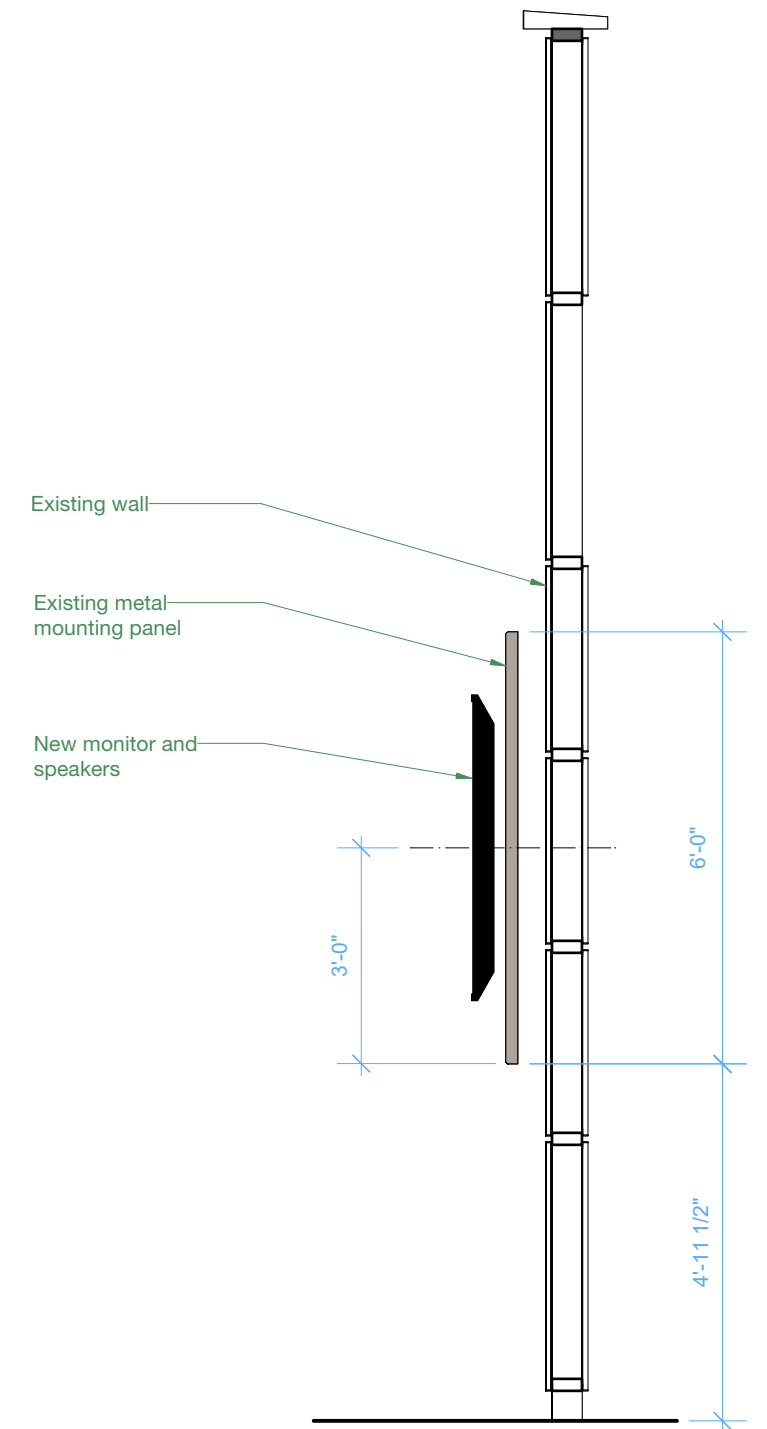
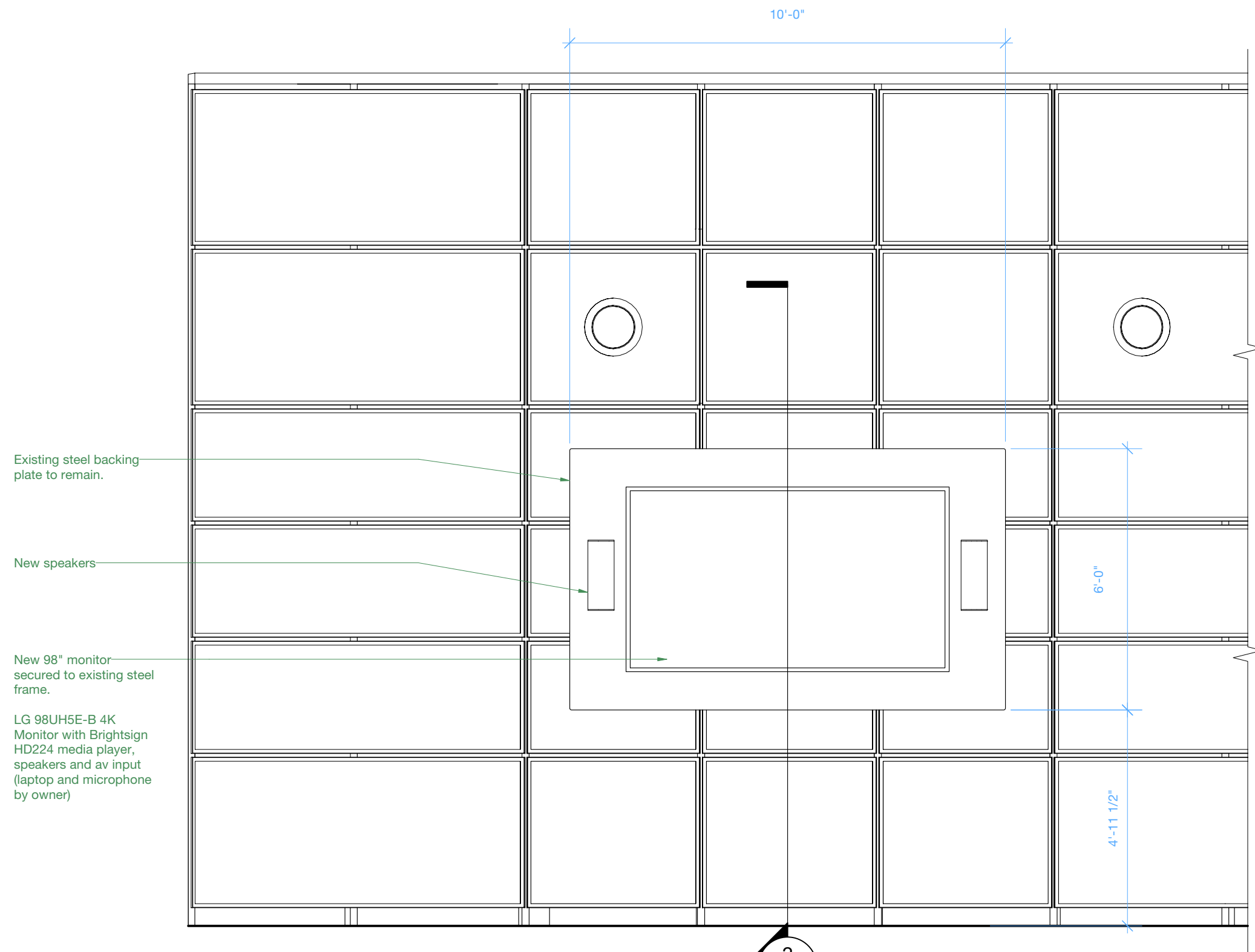
Designer
TW, BH

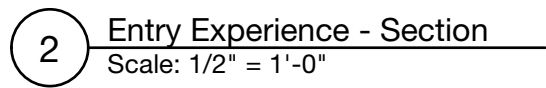
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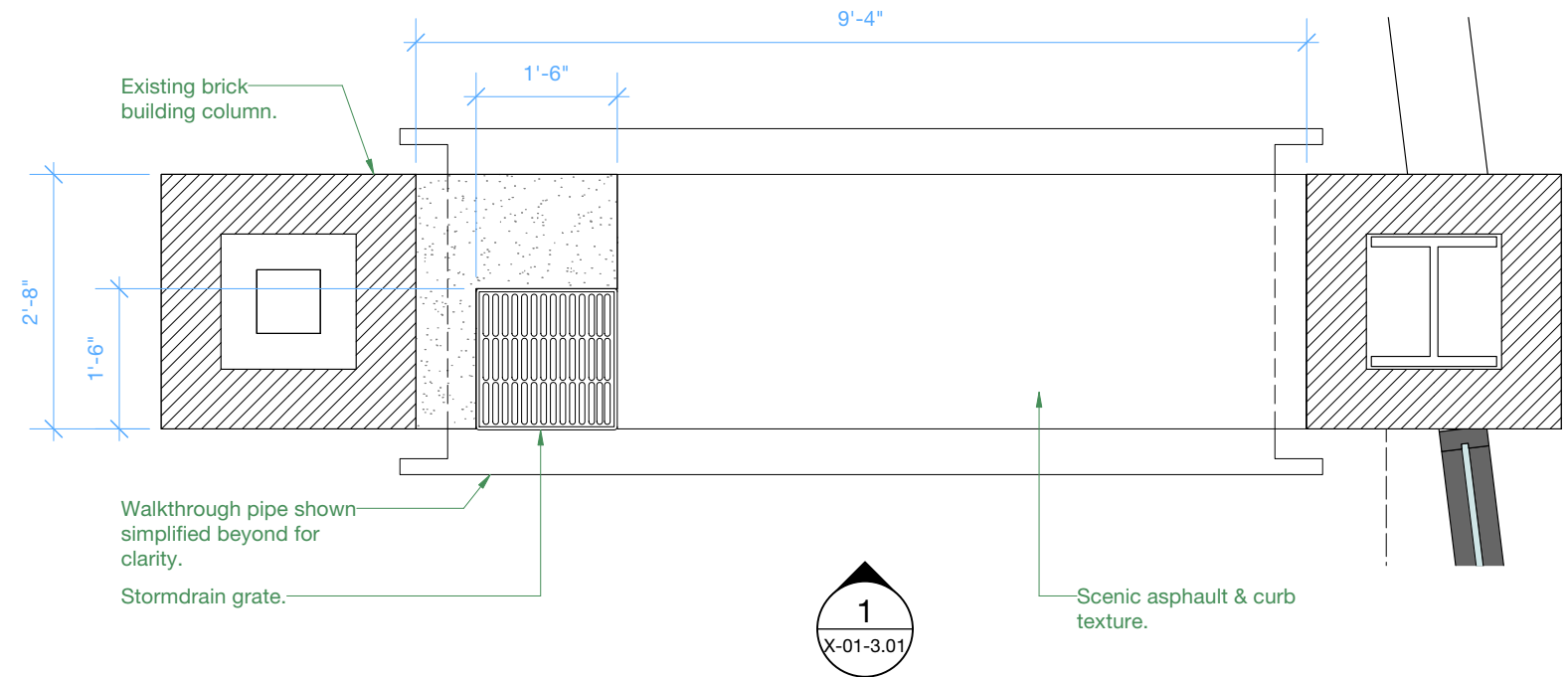
Sheet No.
X-01-2.02

Sheet Number

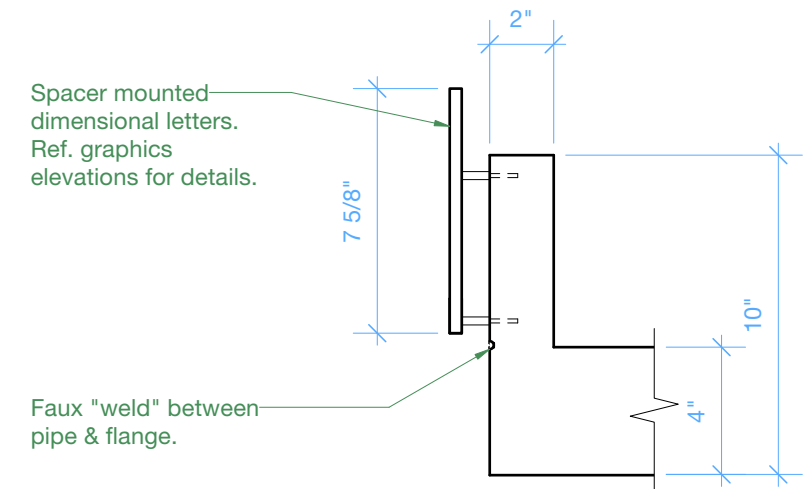
X-01-2.02



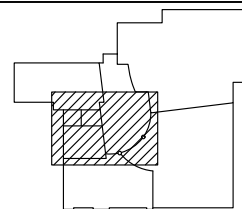




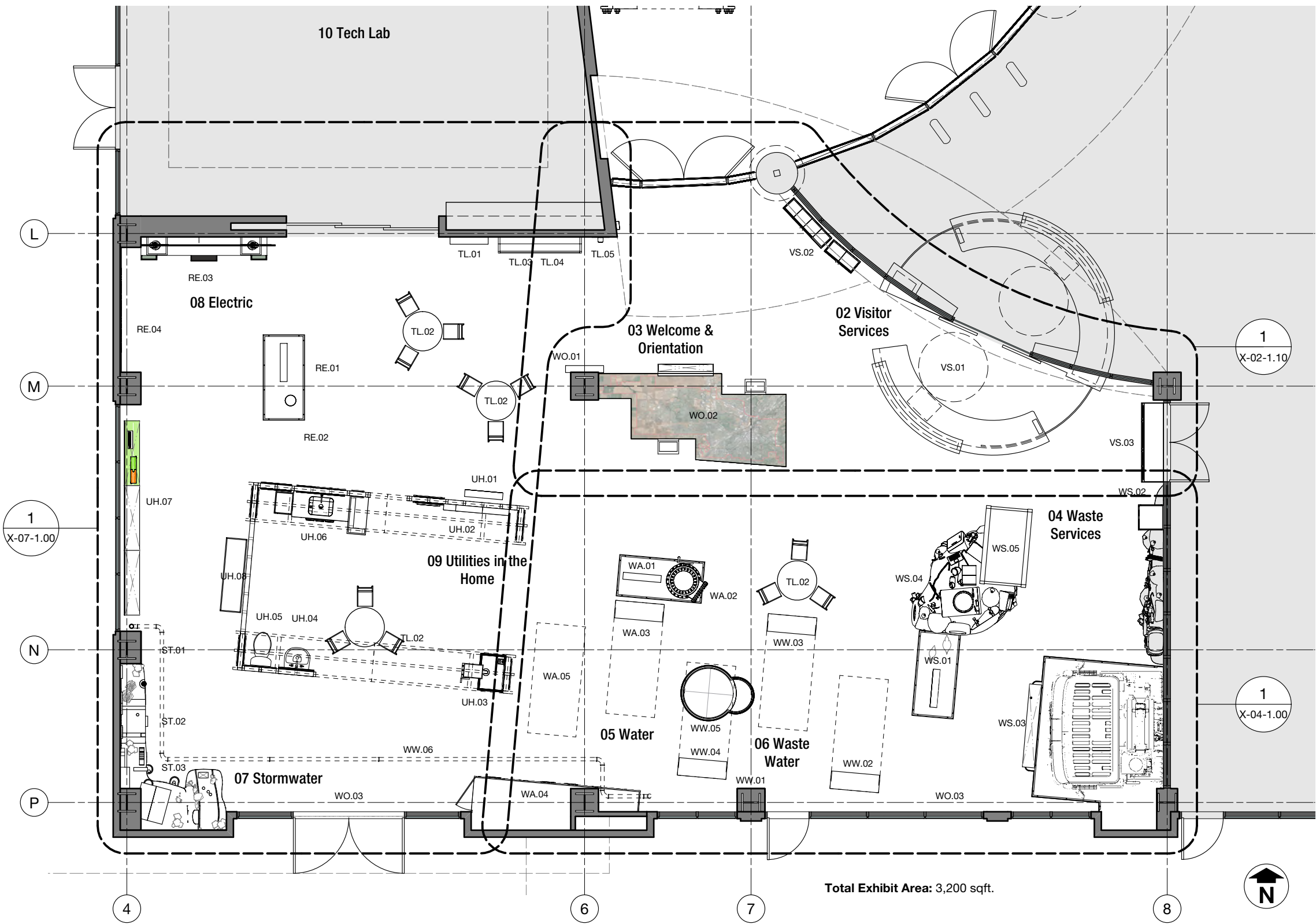
1 Entry Experience - Upper Plan
Scale: 1/2" = 1'-0"



2 Entry - Section Detail @ Letters
Scale: 2" = 1'-0"



9/9/2022 Issued for bid



Roseville Utility Exploration Center

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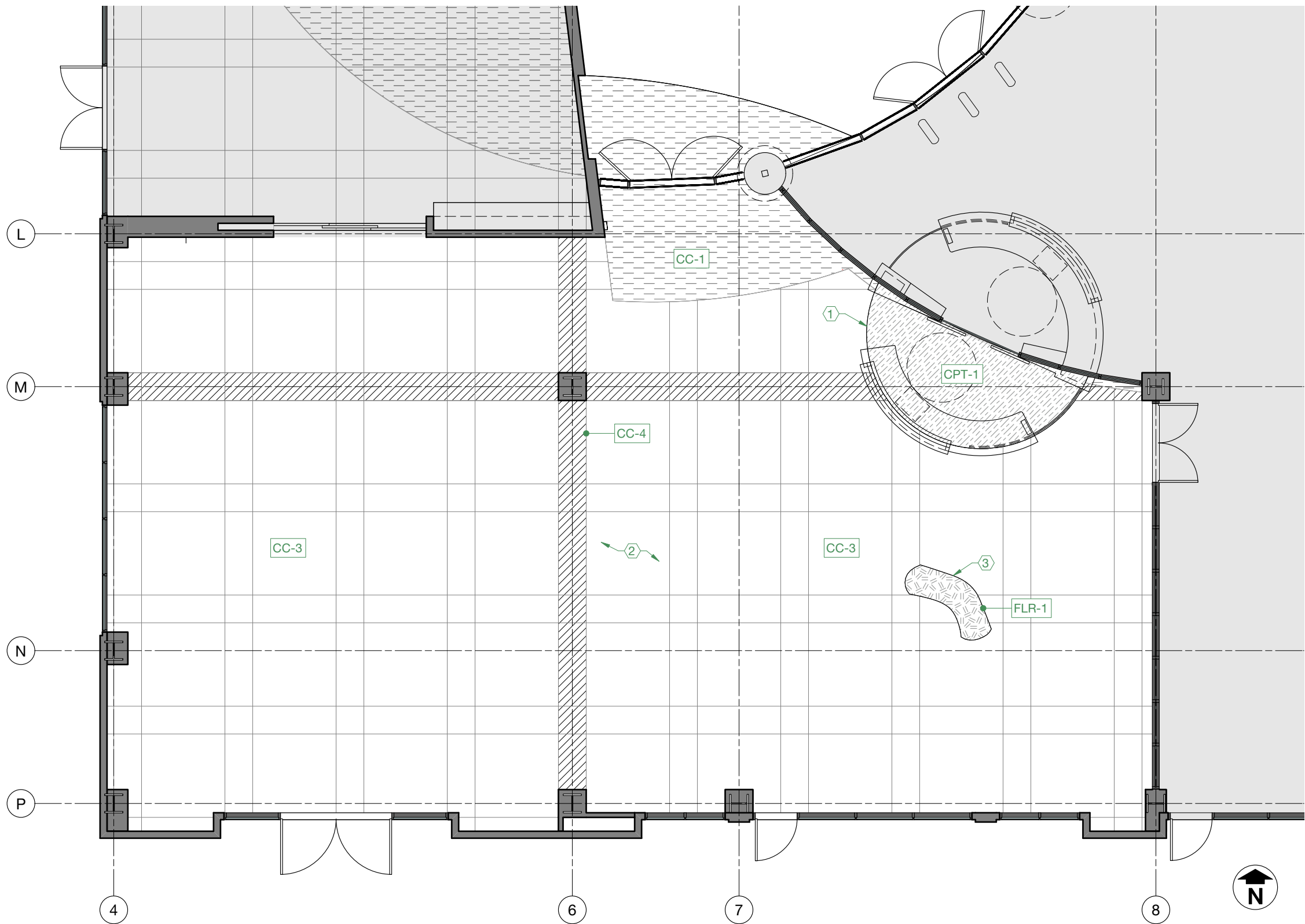
- UH.01 Intro Panel
- UH.02 What's Your Impact?
- UH.03 Electricity Savings
- UH.04 Water Savings
- UH.05 Wastewater Savings
- UH.06 Waste Savings
- UH.07 Stormwater Savings
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- TL.01 Orientation Signage
- TL.02 Activity Stations
- TL.03 Magnetic Board
- TL.04 Literature Rack
- TL.05 Hand Sanitizer Station

1 Roseville Utility Exploration Center (RUEC) - Exhibit Plan
Scale: 1/8" = 1'-0"

Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Sheet Number		
Bart Exhibition Design	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245	City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750		9/9/2022 Issued for bid	Project Name & No. Roseville Utility Exploration Center Date 9/9/2022 Scale As Noted	Drawing Name Exploration Center Plan Designer TW, BH Sheet No. X-02-1.00	X-02-1.00



KEY NOTES:

1. Replace carpet tiles after welcome desk modifications completed.
2. Patch & repair stained concrete throughout gallery as req'd.
3. New rubber flooring in crawltthrough tunnel. Ref. exhibit drawings for details.

2 Roseville Utility Exploration Center (RUEC) - Finish Plan
Scale: 1/8" = 1'-0"

Bart

Exhibition
Design

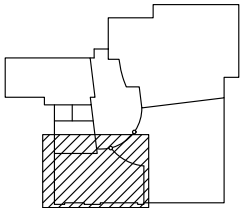
Roseville Utility Exploration Center

Final Design Bid Docs

Bart Hays Exhibition Design
1041 Morse Drive
Pacific Grove, CA 93950
612.423.5245

City of Roseville
2005 Hilltop Circle, Suite 130
Roseville, CA 95747
916.746.1750

Key Plan



Revisions

9/9/2022 Issued for bid

Project Name & No.
Roseville Utility Exploration Center

Date
9/9/2022

Scale
As Noted

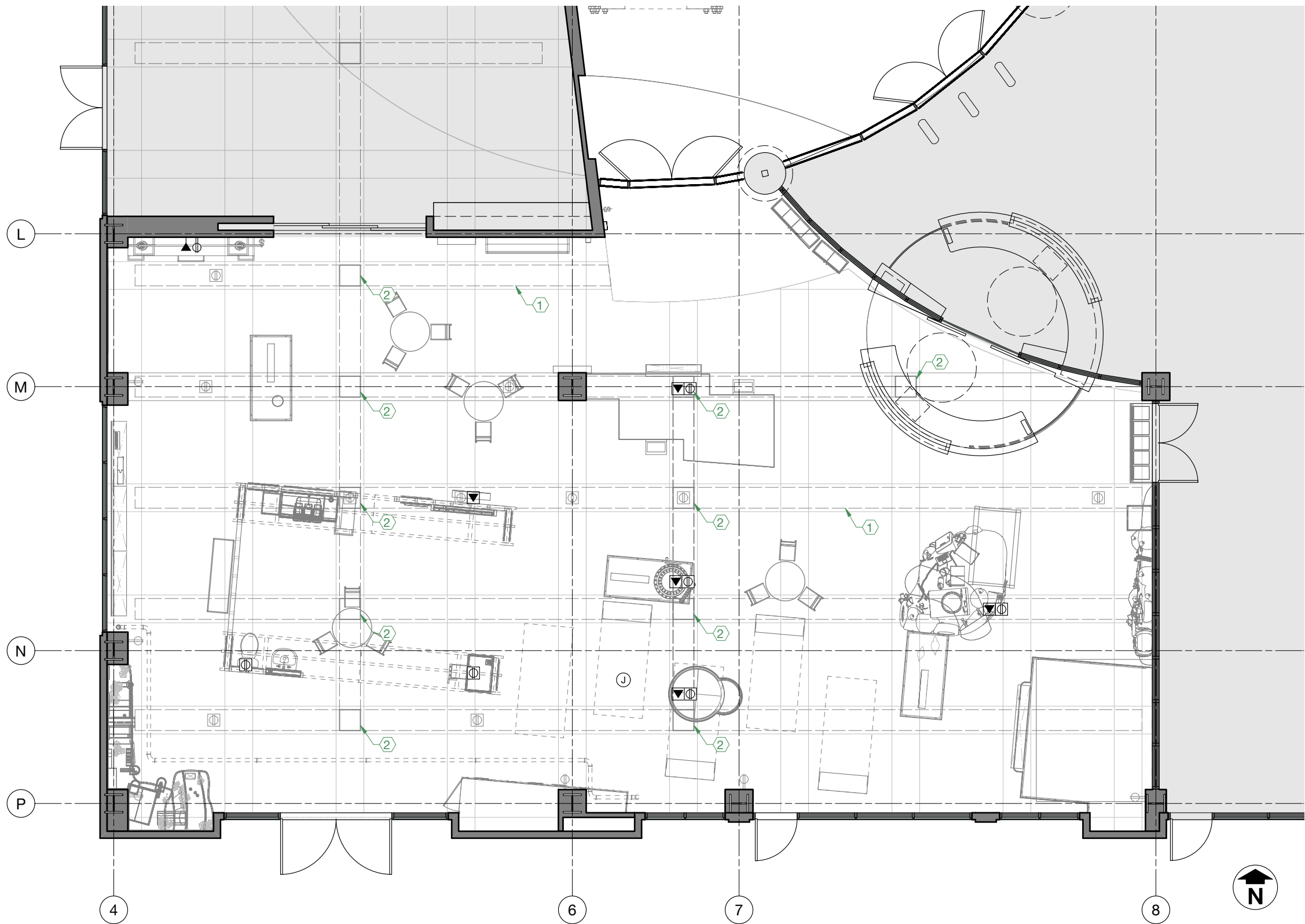
Drawing Name
Finish Plan

Designer
TW, BH

Sheet No.
X-02-1.01

Sheet Number

X-02-1.01

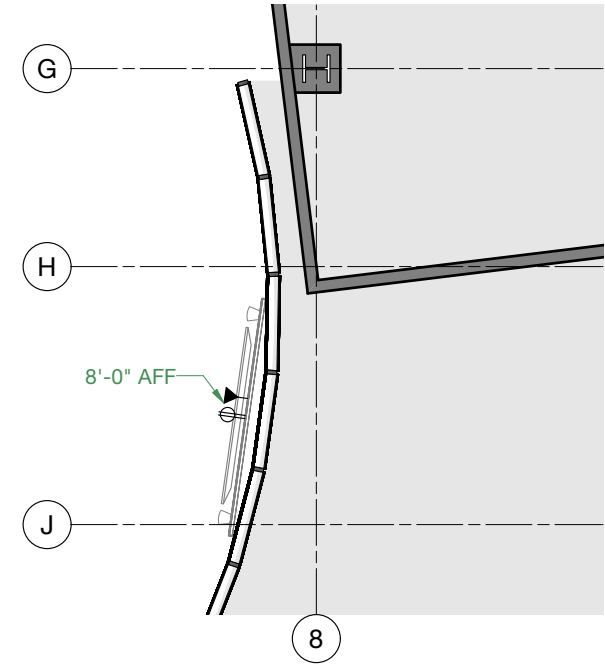


1 Roseville Utility Exploration Center (RUEC) - Power & Data Plan
Scale: 1/8" = 1'-0"

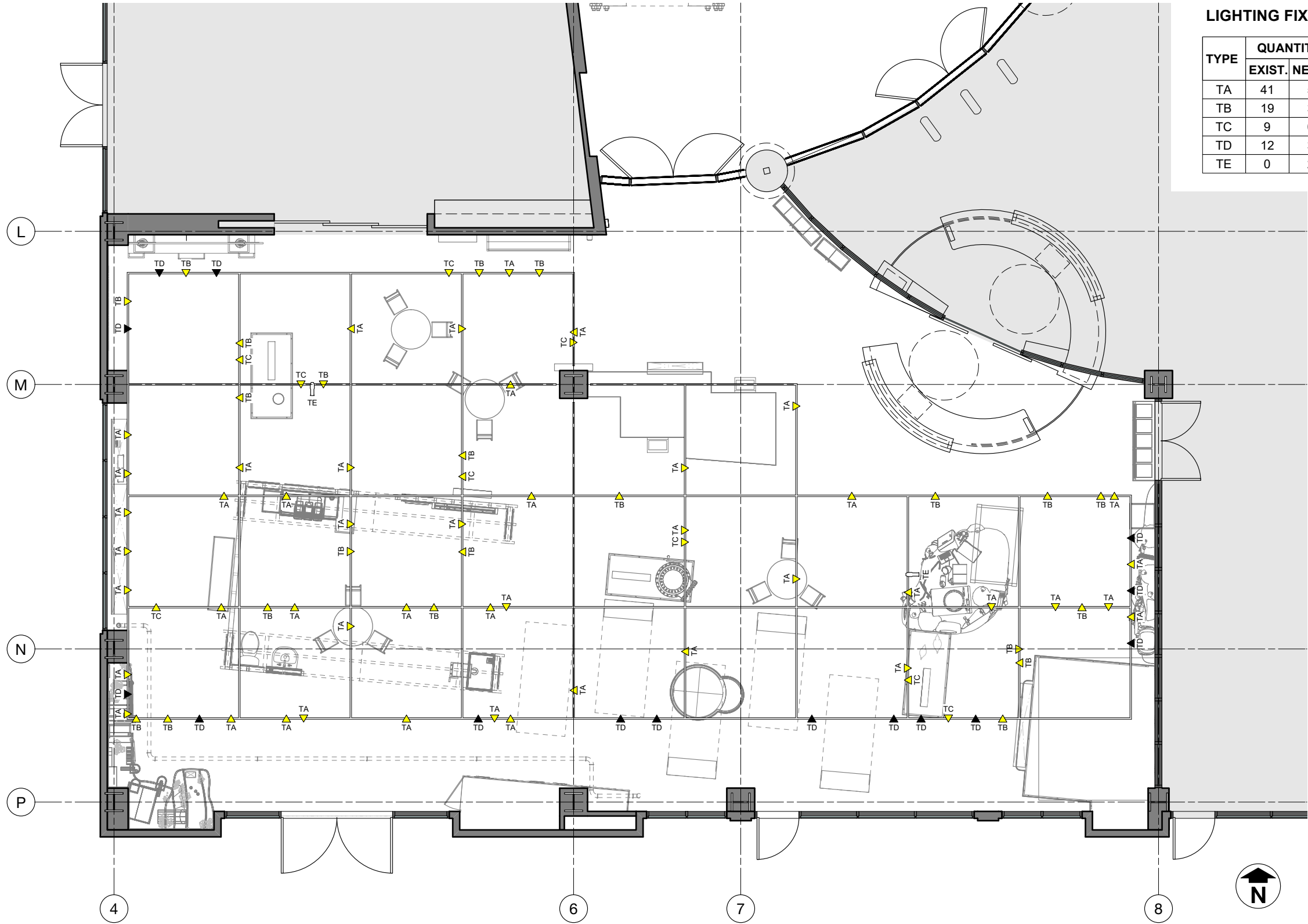
Floorplan Legend

- Existing power receptacle
- Wall mtd. power receptacle
- Floor receptacle
- Ceiling receptacle
- Ceiling junction box
- Floor data outlet
- Wall data outlet

- SHEET NOTES:**
- A. Fabricator is responsible for coordinating new electrical/data.
 - B. Receptacles shown are specific to planned exhibits. Other convenience receptacles may exist and are not shown on this plan.
 - C. All wall mounted receptacles are 18" A.F.F. unless otherwise noted.
 - D. All data connections home run to rack in Storage Room (Rm. 138) adjacent to Tech Lab. Ref. building plan for location.
- KEY NOTES:**
- 1. Dashed lines indicate location of infloor duct system.
 - 2. Access panel locations for infloor duct system.



2 Lobby - Power & Data Plan
Scale: 1/8" = 1'-0"



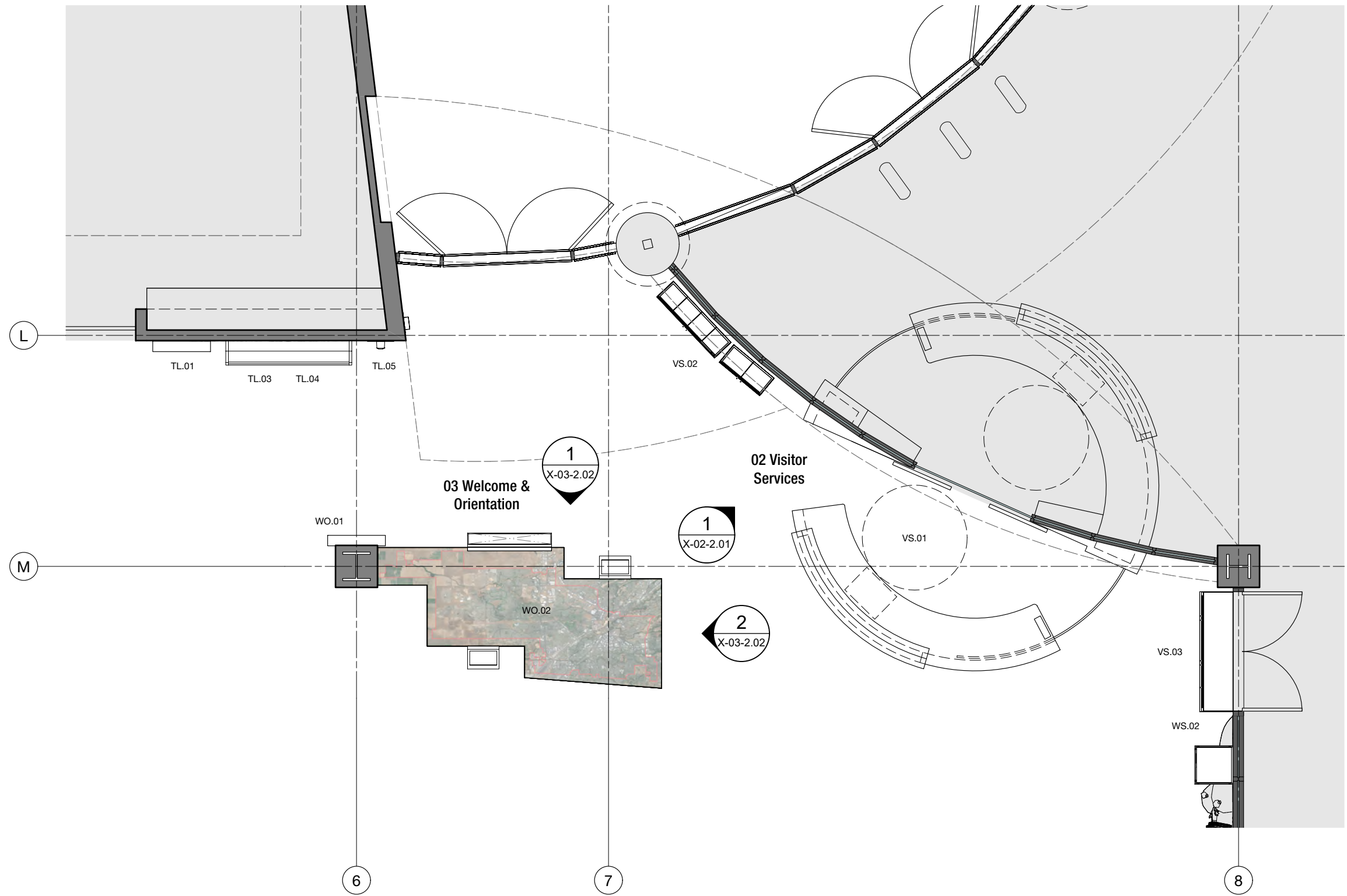
LIGHTING FIXTURE SCHEDULE

TYPE	QUANTITY		MFR.	MODEL NO.	DESCRIPTION
	EXIST.	NEW			
TA	41	5	Amerlux	SPEQ-S-A17-15-WT-TEK-120-SP-40-LE/TE	Spot
TB	19	3	Amerlux	SPEQ-M-A17-21-WT-TEK-120-SP-40-LE/TE	Spot
TC	9	0	Amerlux	SPEQ-L	Spot
TD	12	3	Amerlux	MURH-31-LED-WT-TEK-120-WW-40-LE/TE	Wall washer
TE	0	2	TBD	TBD	Gobo projector

SHEET NOTES:

- A. Contractor shall be responsible for final aiming of all light fixtures under direction of Designer. All aiming and adjusting shall be carried out after dark. After final adjustments, tighten all locking set screws, handles, bolts, etc. to ensure that fixture focus is permanently maintained.
- B. Unless otherwise noted, all track, fixtures & lamps are existing. Fab'r. responsible for supplying new fixtures as indicated on schedule.
- C. Fabricator to provide 2 additional fixtures of each type (excluding gobos) for maintenance and replacement. Deliver these backup fixtures to the Owner for storage.

1 Roseville Utility Exploration Center (RUEC) - Lighting Plan
Scale: 1/8" = 1'-0"



1 Exploration Center - Partial Plan
02 Visitor Services & 03 Welcome Scale: 3/16" = 1'-0"

Bart

Exhibition
Design

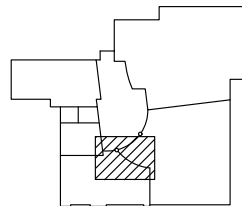
Roseville Utility Exploration Center

Final Design Bid Docs

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916.746.1750

Key Plan



Revisions

9/9/2022 Issued for bid

Project Name & No.
Roseville Utility Exploration Center

Date
9/9/2022

Scale
As Noted

Drawing Name
Partial Plan: Areas 02 thru 03

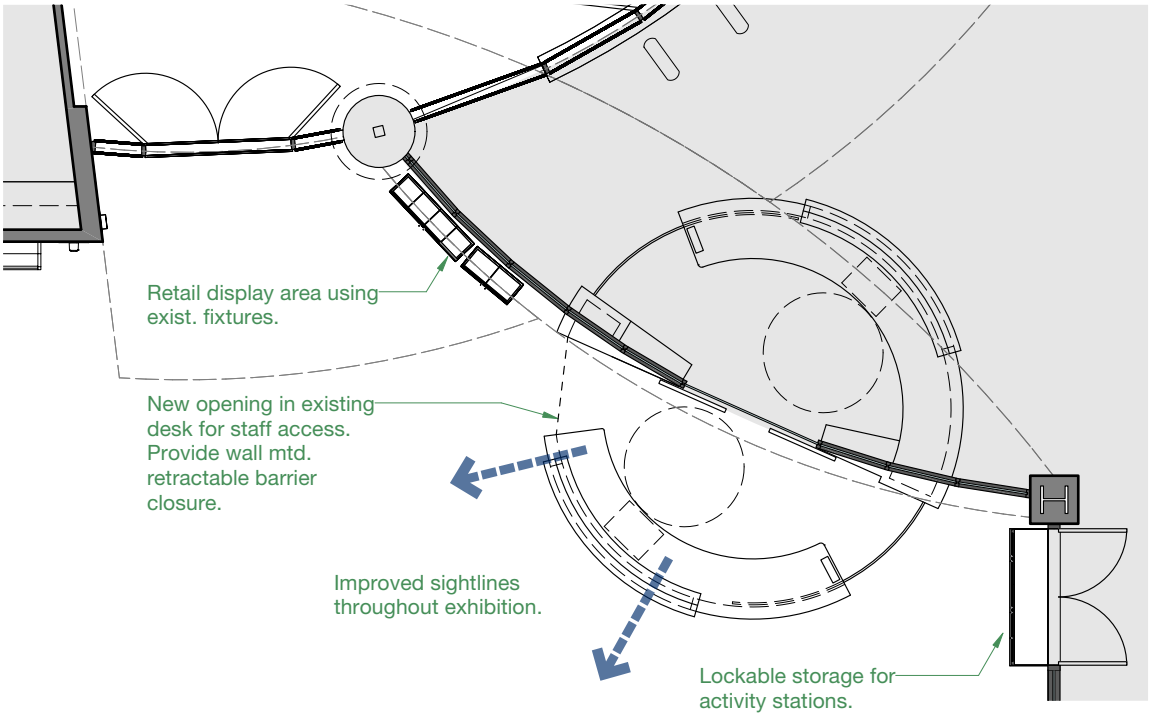
Designer
TW, BH

Sheet No.
X-02-1.10

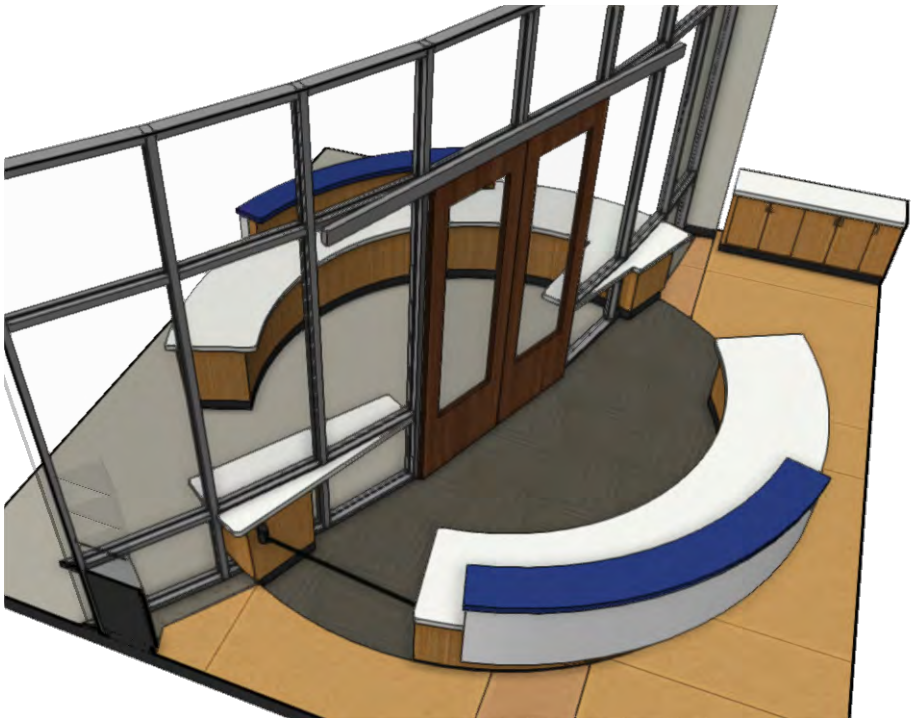
Sheet Number

X-02-1.10

02. Visitor Services



Welcome Desk Plan View

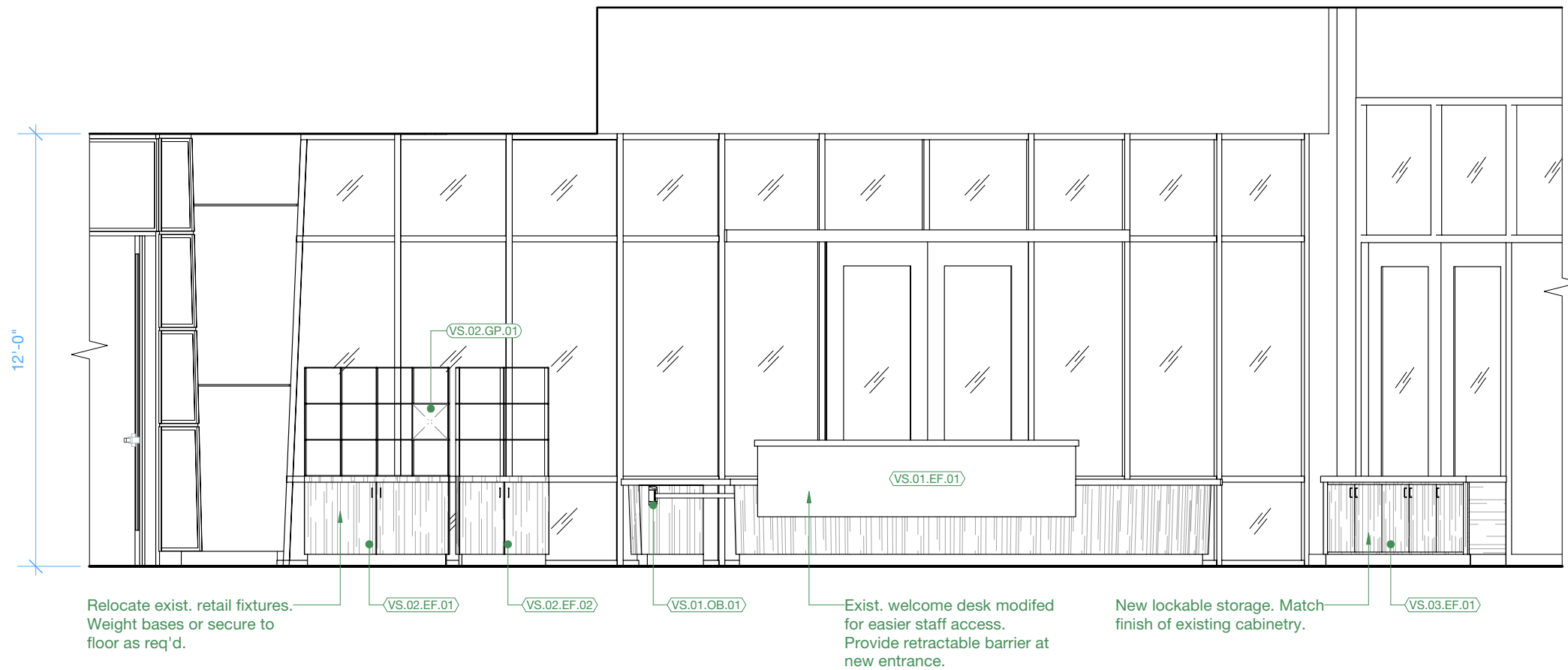


Birdseye View of Welcome Desk

Exhibit Description:

The welcome desk and retail fixtures will be retained and repurposed to improve their usability: an additional opening will be added to the desk for easier staff access. The retail fixtures will be relocated closer to the entrance of the UEC. On the other side of the desk, lockable storage will give staff a place to keep the activity kits and other items.

Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Project Name & No. Roseville Utility Exploration Center		Drawing Name Visitor Services Concepts	Sheet Number X-02-2.00
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245				9/9/2022 Issued for bid	Date 9/9/2022		Designer TW, BH	
	City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750					Scale As Noted		Sheet No. X-02-2.00	



1 02 Visitor Services - Elevation
Scale: 1/4" = 1'-0"

Bart

Exhibition
Design

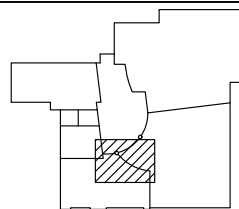
Roseville Utility Exploration Center

Final Design Bid Docs

Bart Hays Exhibition Design
1041 Morse Drive
Pacific Grove, CA 93950
612.423.5245

City of Roseville
2005 Hilltop Circle, Suite 130
Roseville, CA 95747
916.746.1750

Key Plan



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Project Name & No.
Roseville Utility Exploration Center

Date
9/9/2022

Scale
As Noted

Drawing Name
Elevations: Visitor Services

Designer
TW, BH

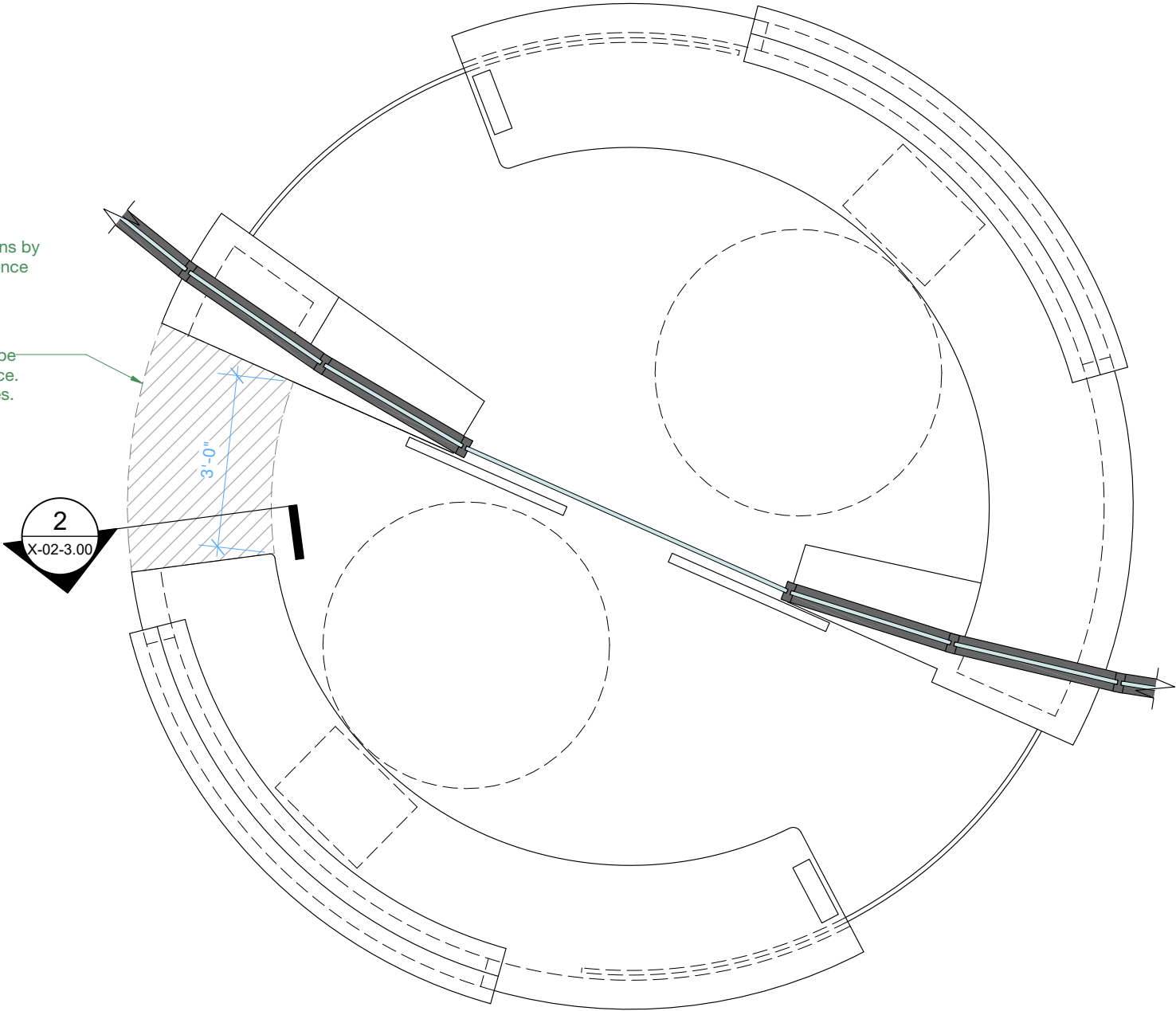
Sheet No.
X-02-2.01

Sheet Number

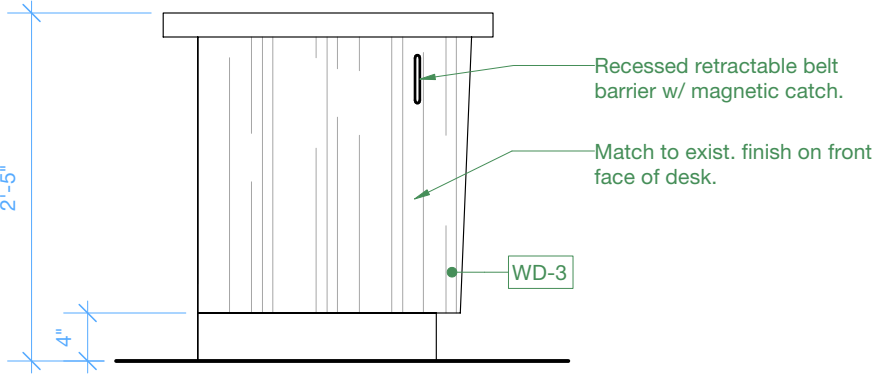
X-02-2.01

NOTE: Desk modifications by Owner. Shown for reference only.

Shaded area of desk to be removed for new entrance. Match all existing finishes.

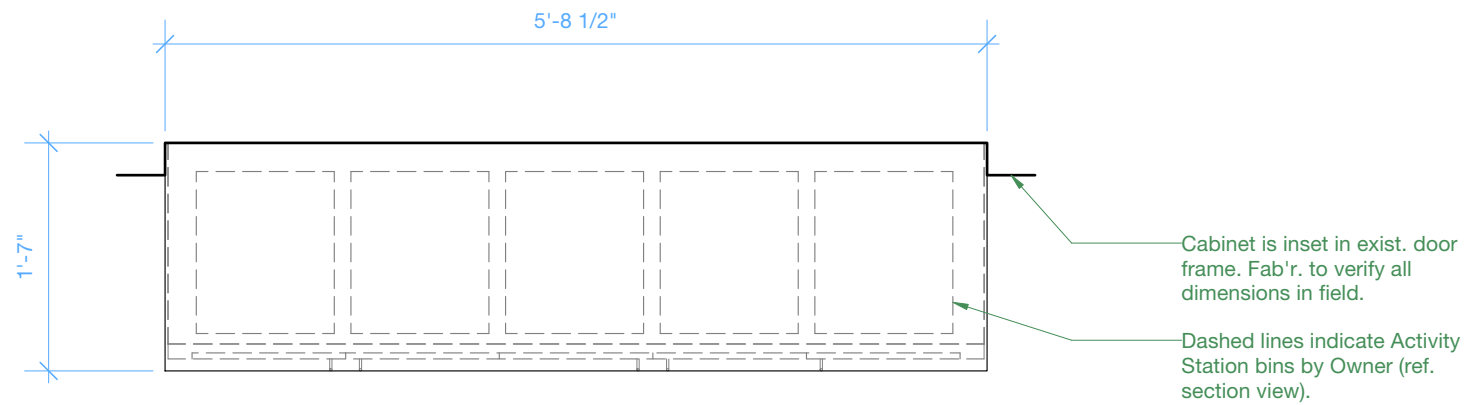


1 Welcome Desk - Plan
Scale: 3/8" = 1'-0"



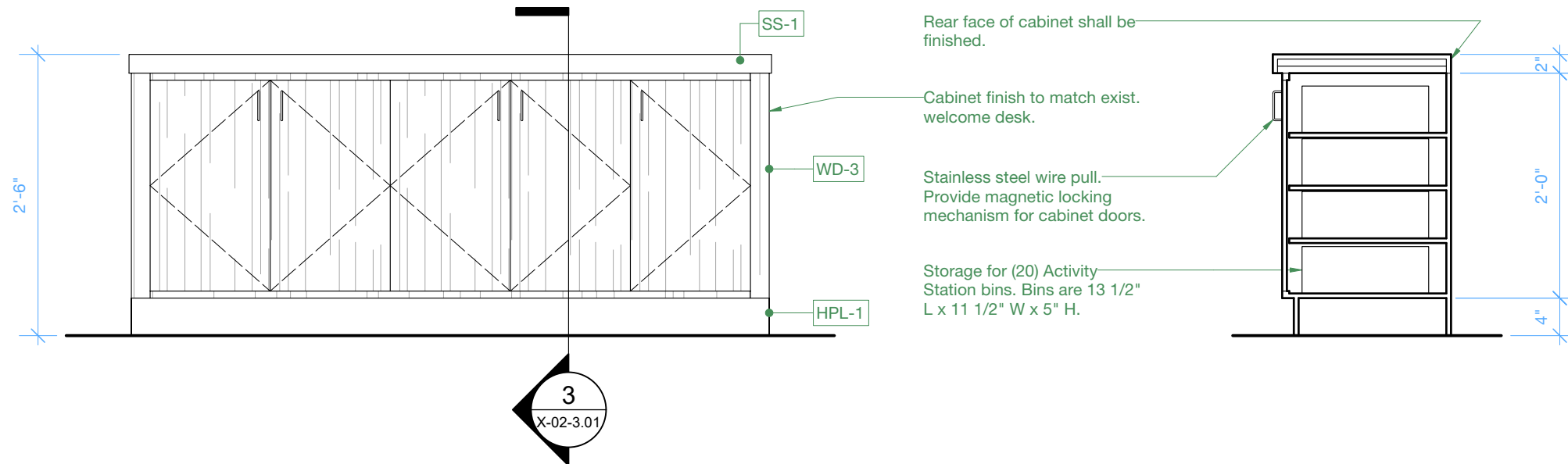
2 Welcome Desk - Elevation
Scale: 3/4" = 1'-0"

Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Project Name & No. Roseville Utility Exploration Center		Drawing Name Details: Welcome Desk Mods	Sheet Number X-02-3.00
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245		City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750			Date 9/9/2022	Designer TW, BH		
						Scale As Noted	Sheet No. X-02-3.00		



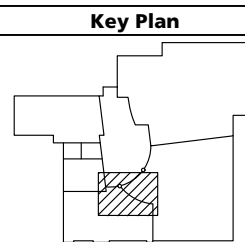
2
X-02-3.01

1 Storage Cabinet - Plan
Scale: 3/4" = 1'-0"



2 Storage Cabinet - Elevation
Scale: 3/4" = 1'-0"

3 Storage Cabinet - Section
Scale: 3/4" = 1'-0"



Key Plan

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Date
9/9/2022

Scale
As Noted

Drawing Name
Details: Storage Cabinet

Designer
TW, BH

Sheet No.
X-02-3.01

03. Welcome and Orientation



Exhibit Description:

Inside the UEC, the exhibits orient visitors and give them a sense of the complex system of utilities that connect to each other and to the customers. Through improved sightlines, visitors will get glimpses of the other displays throughout the space, exciting them to go and explore.

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03. Welcome and Orientation

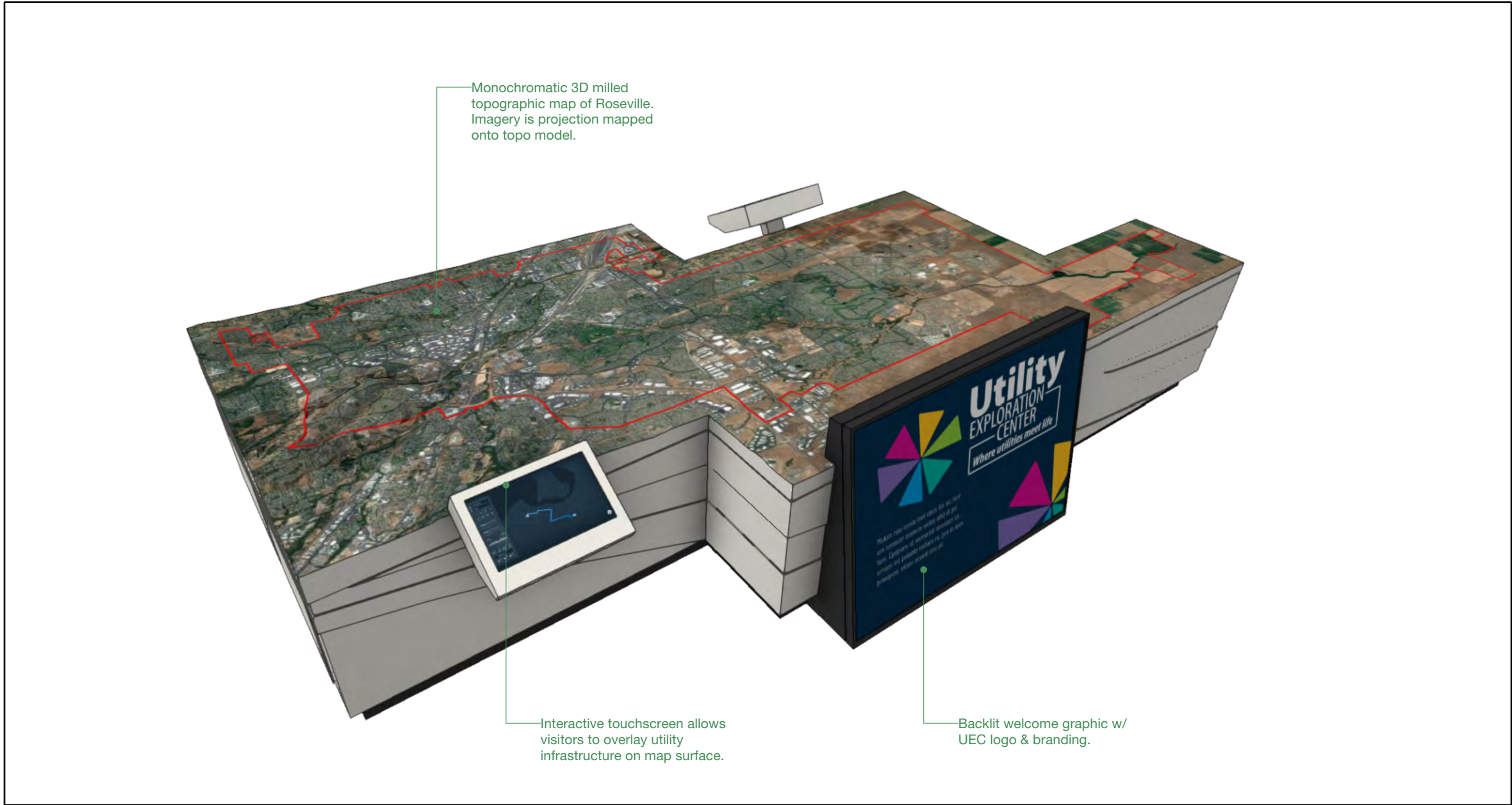
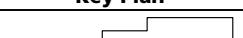
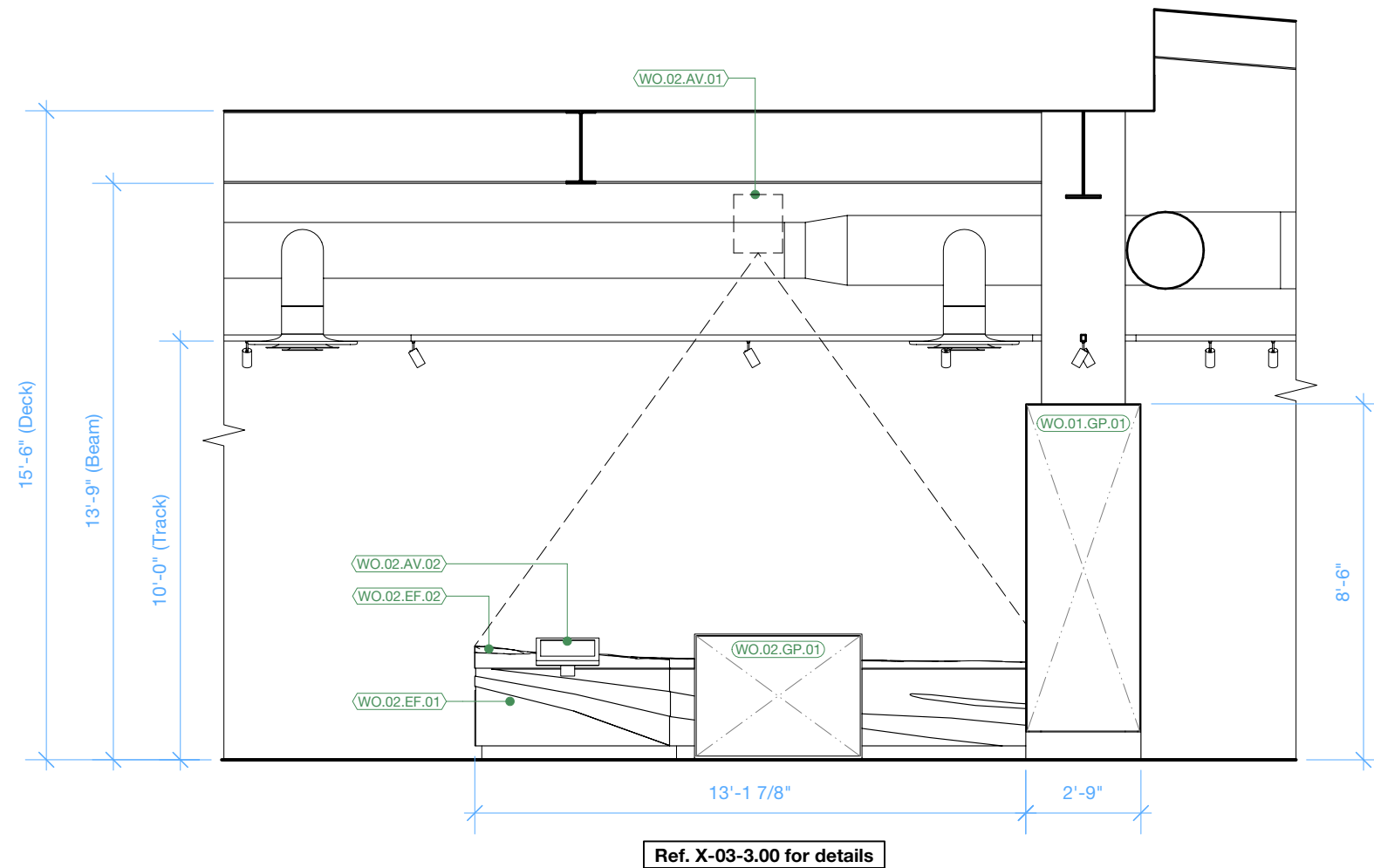


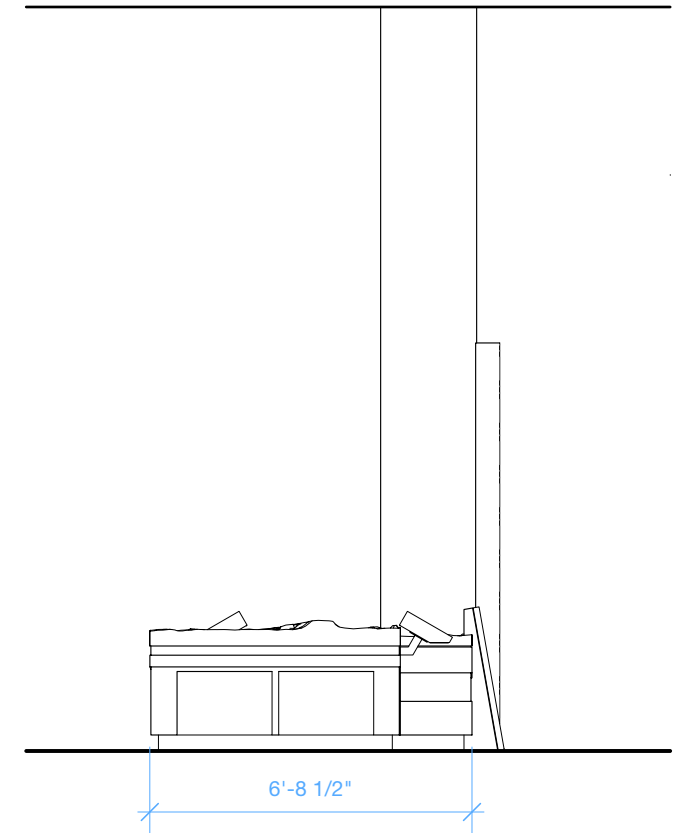
Exhibit Description:

What utilities operate in Roseville? Where are they located? At this interactive map—three dimensional with a projection program—visitors can explore Roseville utilities and to see how the topography of the city influences utility infrastructure and helps bring water and electricity to our homes.

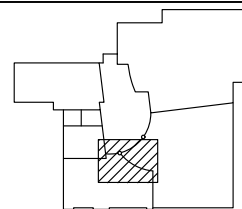
Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs		Key Plan	Revisions	Project Name & No. Roseville Utility Exploration Center		Drawing Name Orientation Concept Drawings	Sheet Number
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245		City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750			9/9/2022 Issued for bid	Date 9/9/2022	Designer TW, BH	X-03-2.01	
						Scale As Noted	Sheet No. X-03-2.01			



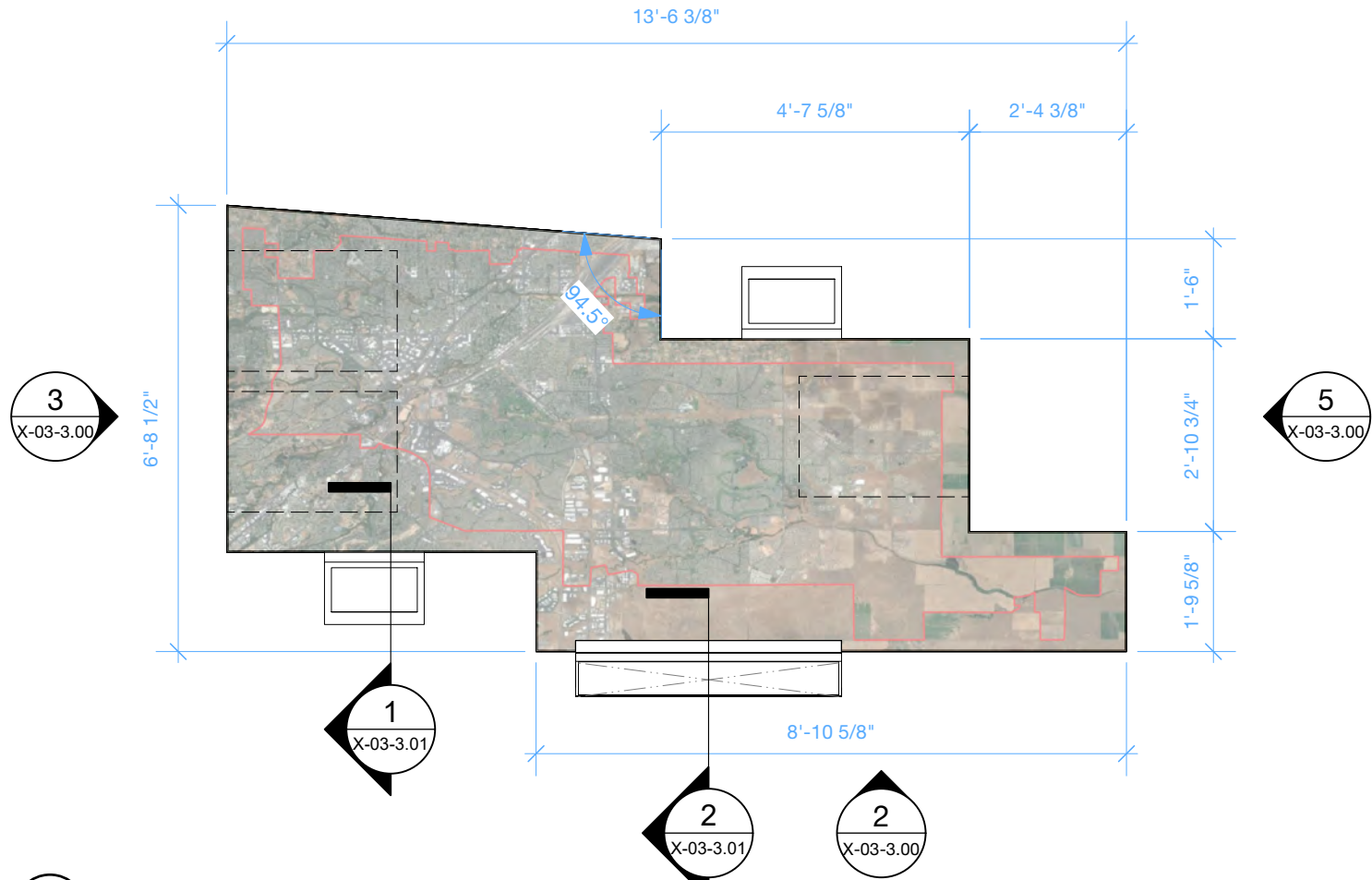
1 03 Orientation - Elevation
Scale: 1/4" = 1'-0"



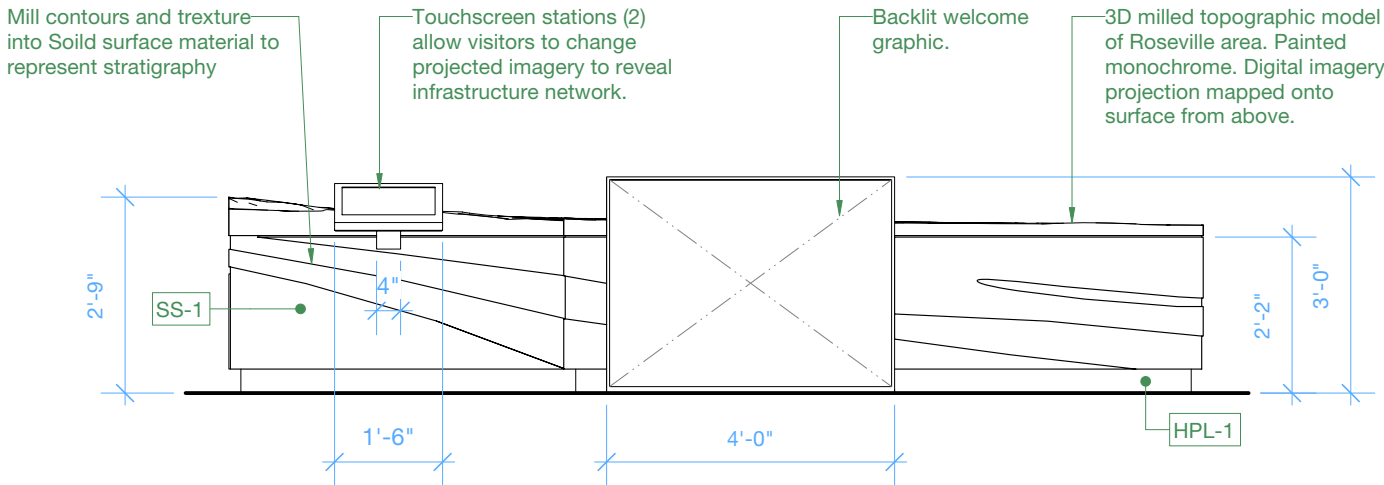
2 03 Orientation - Elevation
Scale: 1/4" = 1'-0"



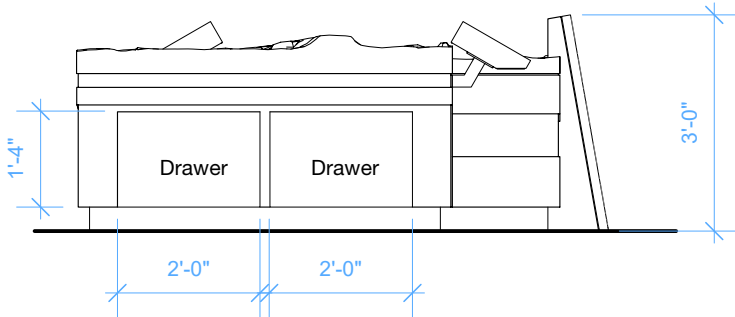
9/9/2022 Issued for bid



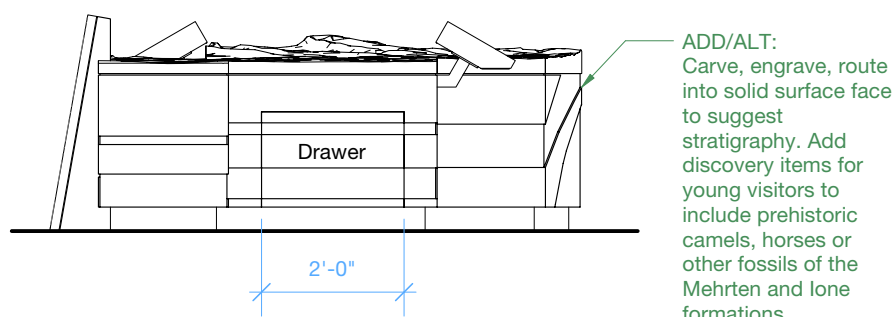
1 WO.02 Utility Map - Plan
Scale: 3/8" = 1'-0"



2 WO.02 Utility Map - Elevation
Scale: 3/8" = 1'-0"



3 WO.02 Utility Map - Right Elevation
Scale: 3/8" = 1'-0"



5 WO.02 Utility Map - Left Elevation
Scale: 3/8" = 1'-0"

Bart

Exhibition
Design

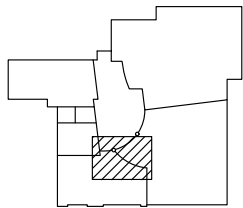
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As Noted

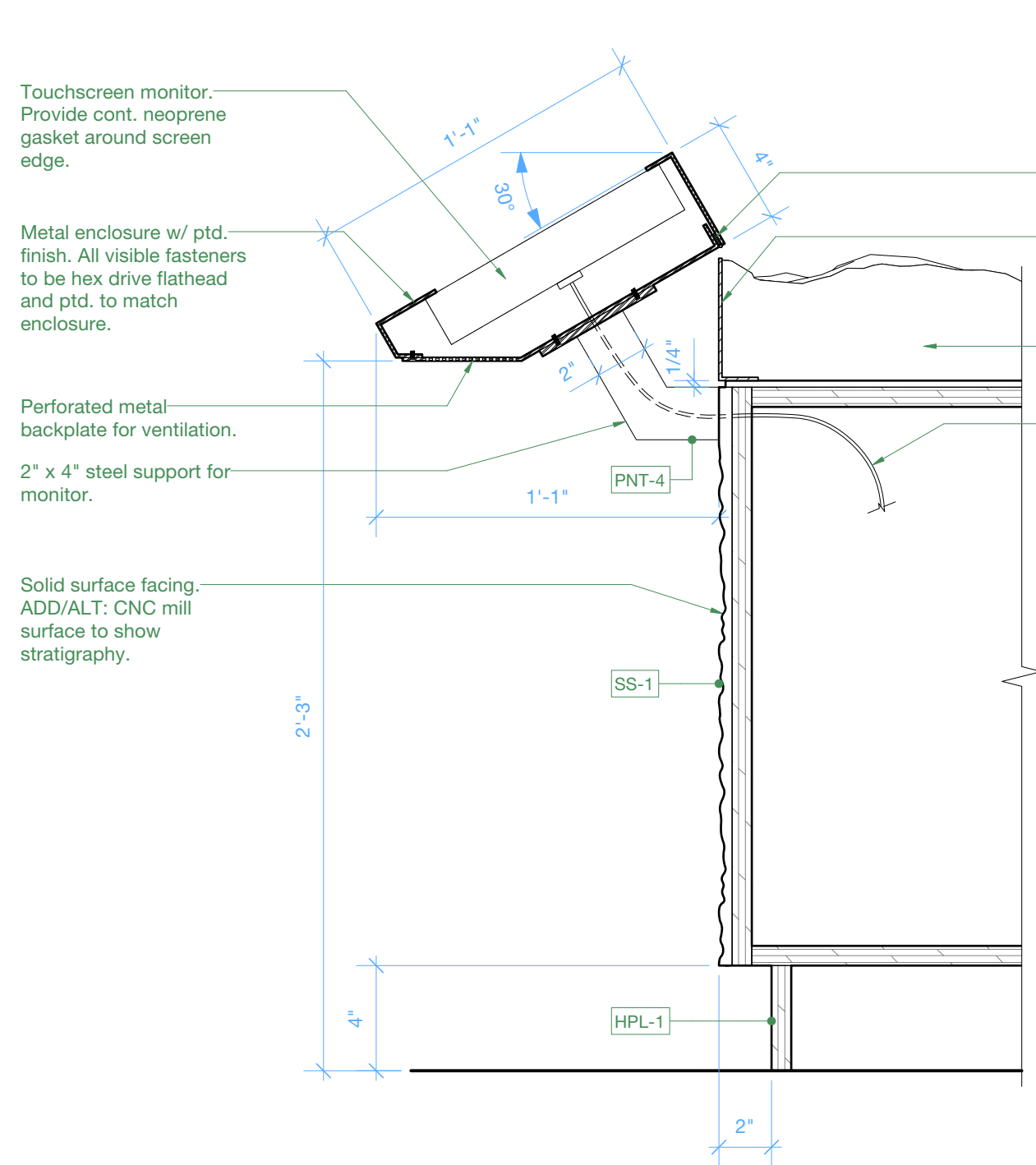
Drawing Name
Details: Utility Map

Designer
TW, BH

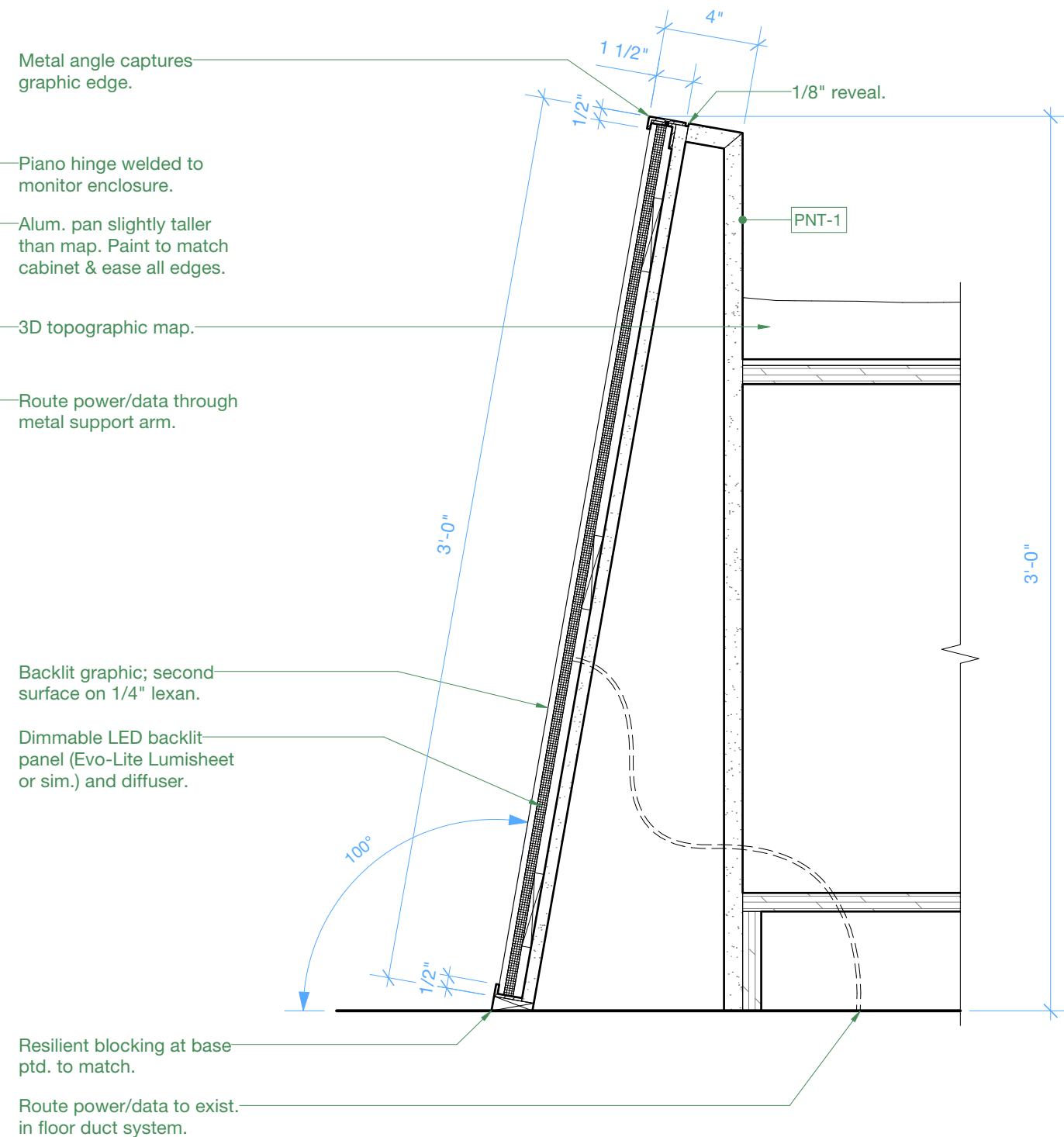
Sheet No.
X-03-3.00

Sheet Number

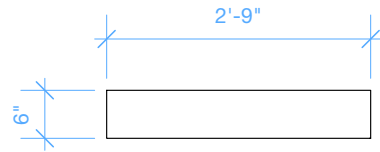
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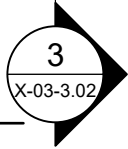
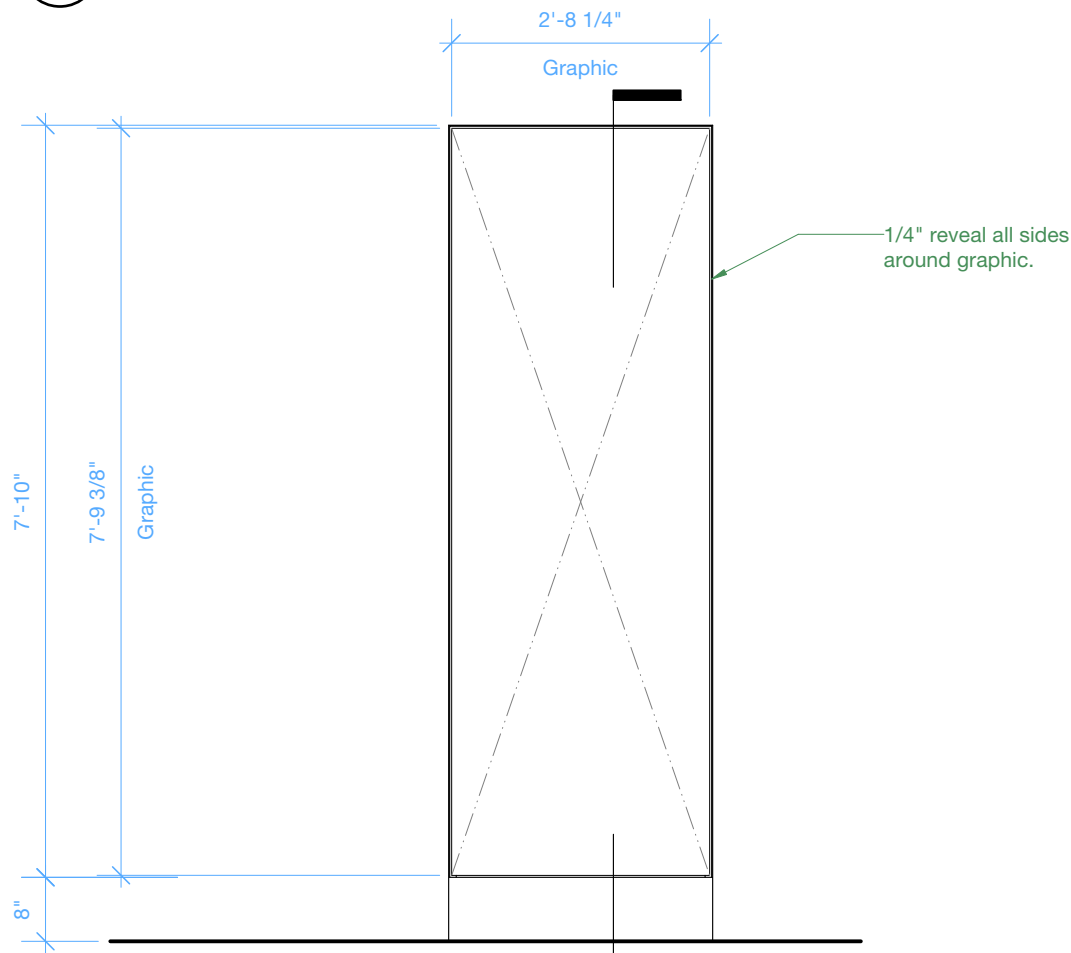
1 WO.02 Utility Map - Section Detail @ Touchscreen Monitor
Scale: 2" = 1'-0"



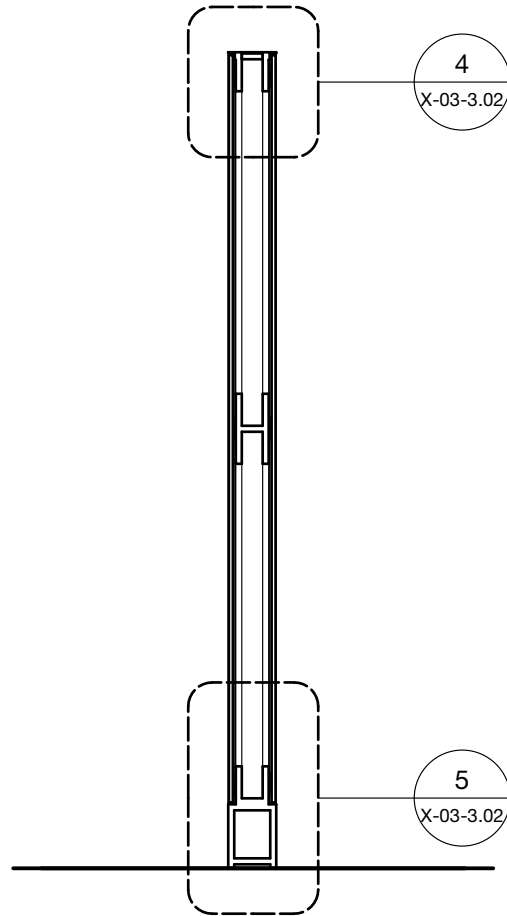
2 WO.02 Utility Map - Section Detail @ Backlit Graphic
Scale: 2" = 1'-0"



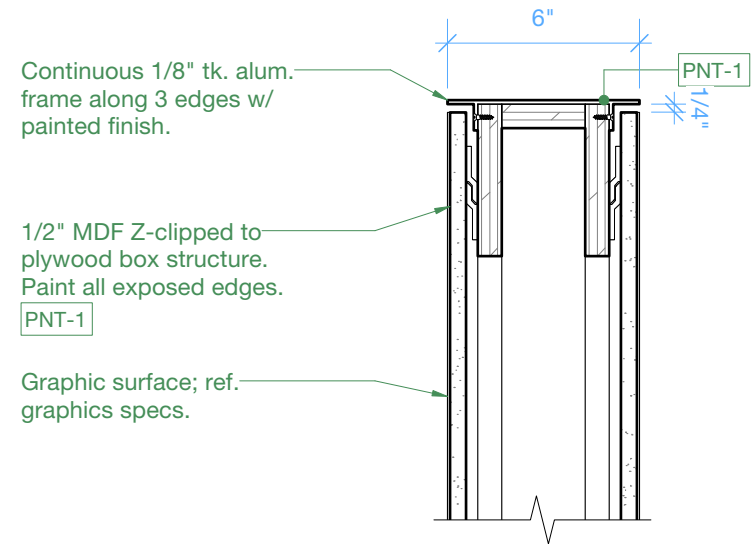
4 Area Intro Panel (typ.) - Plan
Scale: 1/2" = 1'-0"



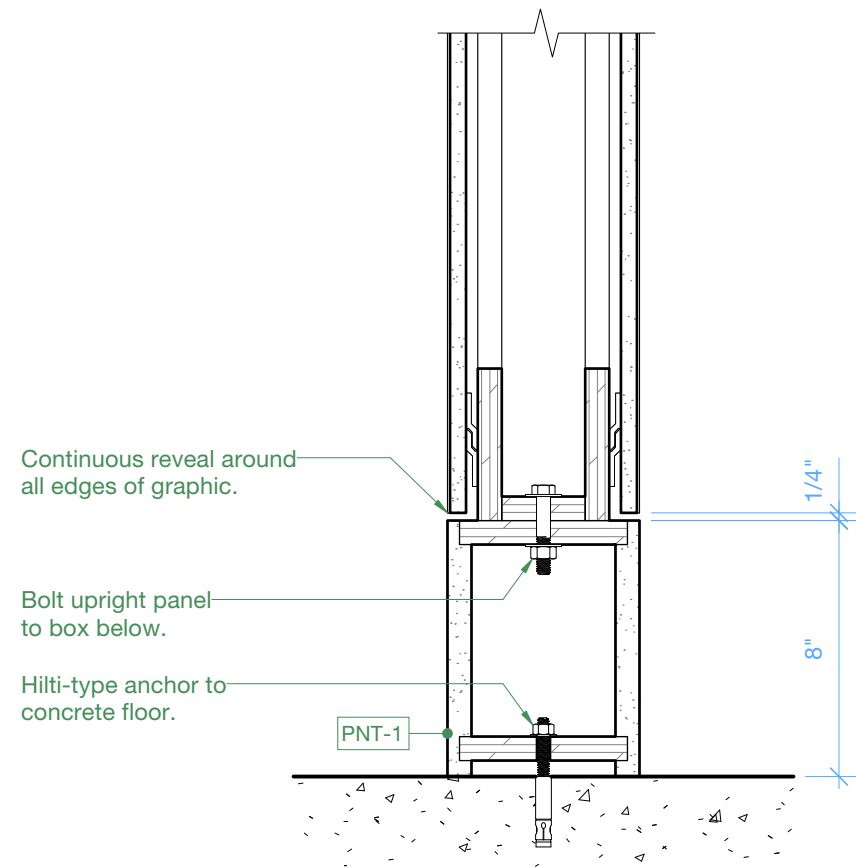
5 Area Intro Panel (typ.) - Elev.
Scale: 1/2" = 1'-0"



3 Area Intro Panel (typ.) - Section
Scale: 1/2" = 1'-0"



6 Intro Panel - Detail @ Header
Scale: 2" = 1'-0"



7 Intro Panel - Detail @ Base
Scale: 2" = 1'-0"

Bart
Exhibition
Design

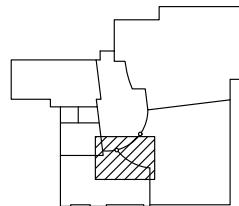
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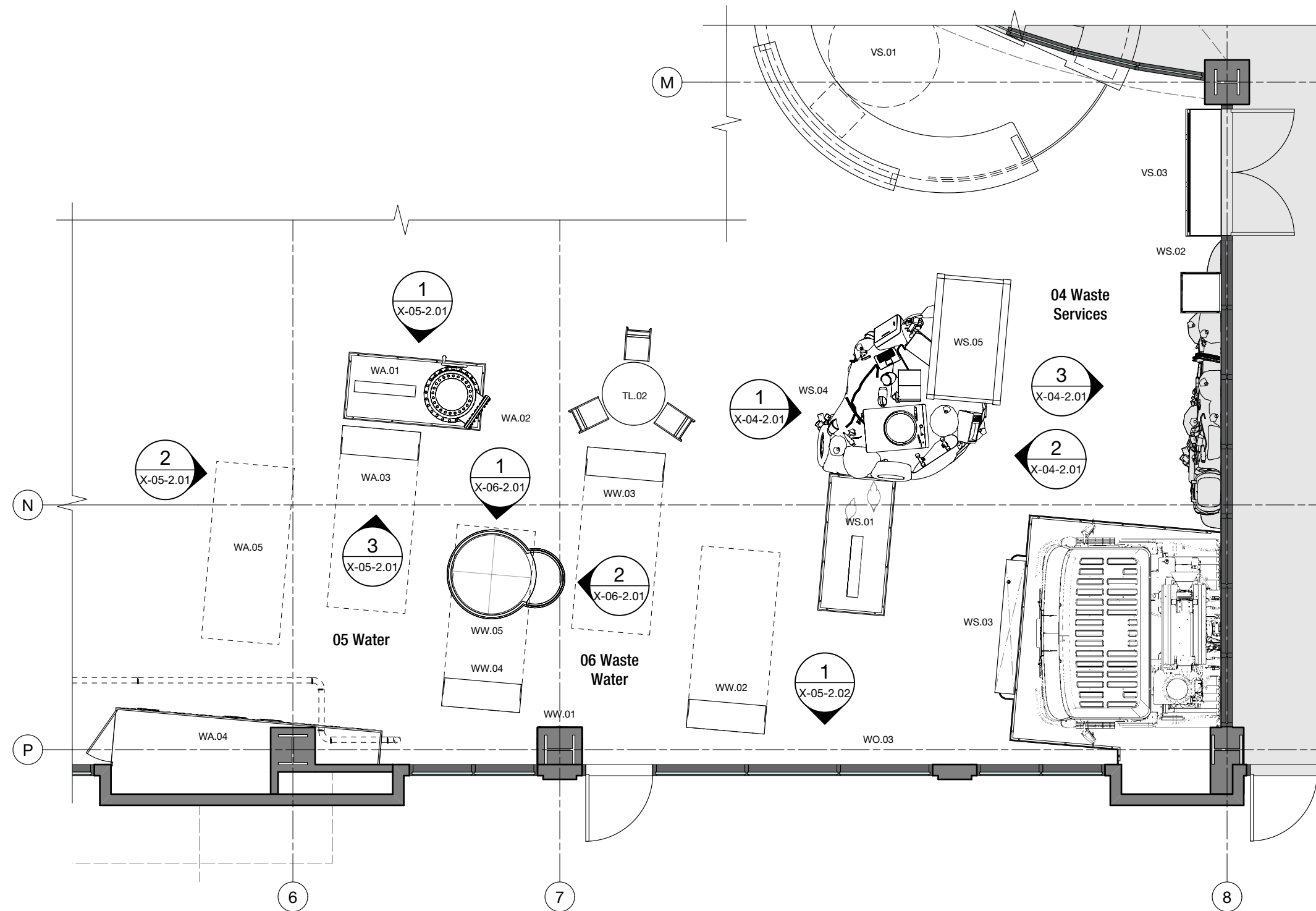
Drawing Name
Details: Freestanding Intro

Designer
TW, BH

Sheet No.
X-03-3.02

Sheet Number

X-03-3.02



1 Exploration Center - Partial Plan
04 Waste Services thru 06 Waste Water
Scale: 3/16" = 1'-0"

Bart

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Design

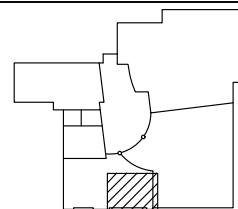
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Scale
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Drawing Name
Partial Plan: Areas 04 thru 06

Designer
TW, BH

Sheet No.
X-04-1.00

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04. Waste Services

Panoramic photomural of landfill ties in with scenic elements.

Autocar ACX truck cab allows visitors to get up close and personal with their Roseville utilities.

Area intro panel introduces Roseville-Utilities Waste Services division.



Trash Tower shows a "core sample" of landfill. Visitors can observe layers of fill and notice how types of refuse have changed over time (e.g. introduction of plastics, elimination of food waste).

Visitors work together at the MRF—sorting interactive to divert recyclables from the waste stream.

Low tech interactive elements—
throughout trash pile. Open fridge or lift
paint can lid to reveal messaging.

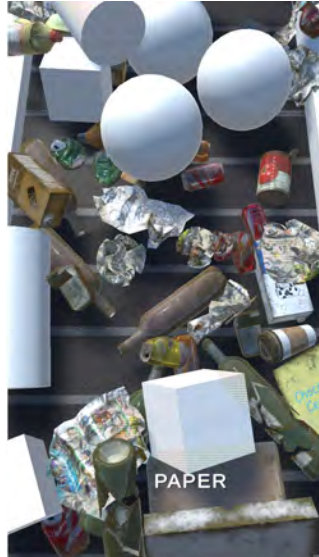
- Crawlthrough with photo-op moments: guests can pop up in a discarded washing machine.

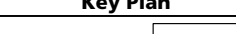
Exhibit Description:

The things we discard have to go somewhere. This section of the exhibit tells the story of solid waste, focusing on what happens to trash after it leaves the curb. The landfill is the final destination for Roseville's trash—and it's filling up fast. Through physical interactives, visitors can discover what people throw away and how they can reduce their own trash footprint.

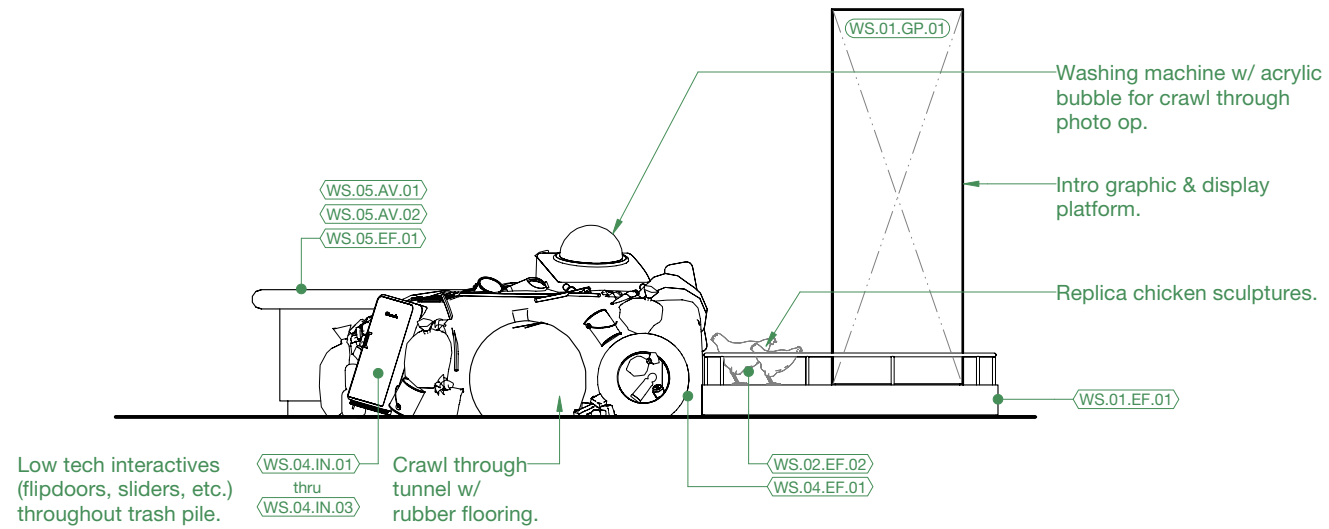
Reference Images:

<https://eddiecarbin.com/BartXD/trashpilegame/>

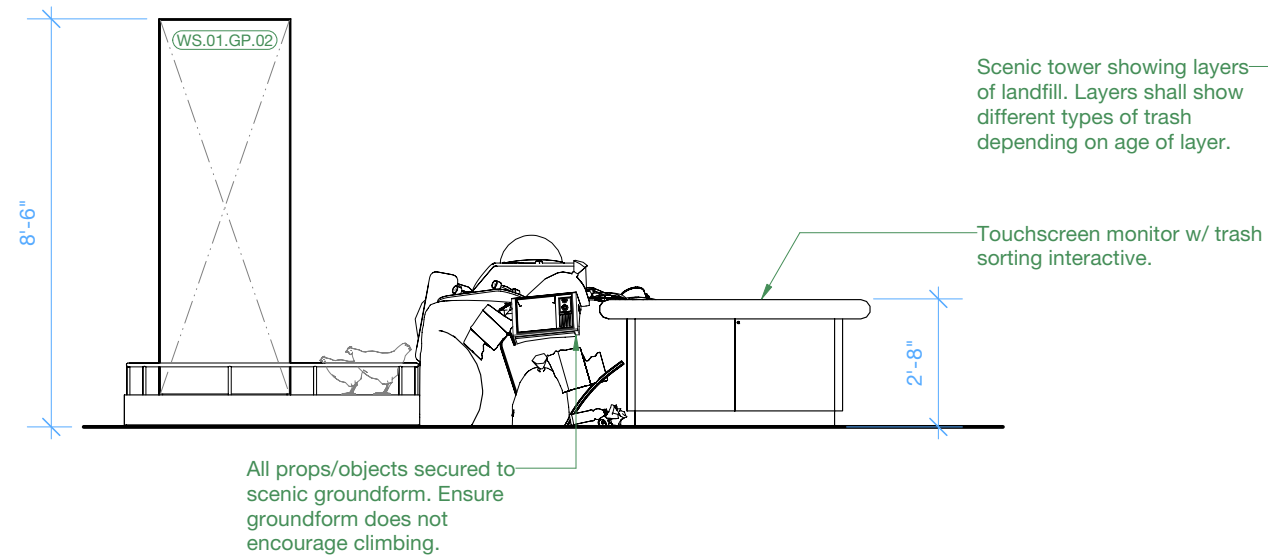


Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Project Name & No. Roseville Utility Exploration Center		Drawing Name Waste Services Concepts	Sheet Number X-04-2.00
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245 City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750								

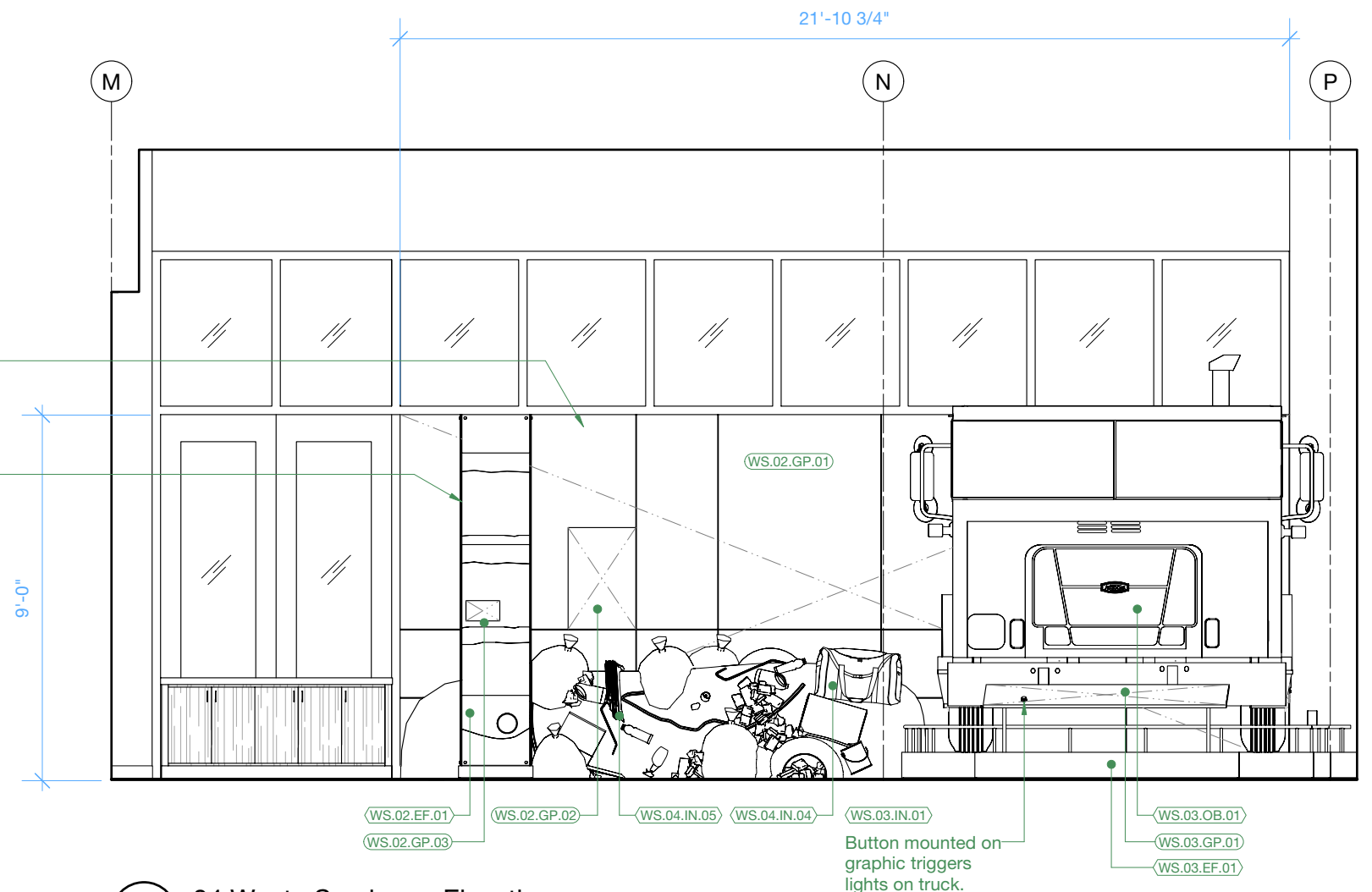
Ref. X-04-3.00 for details



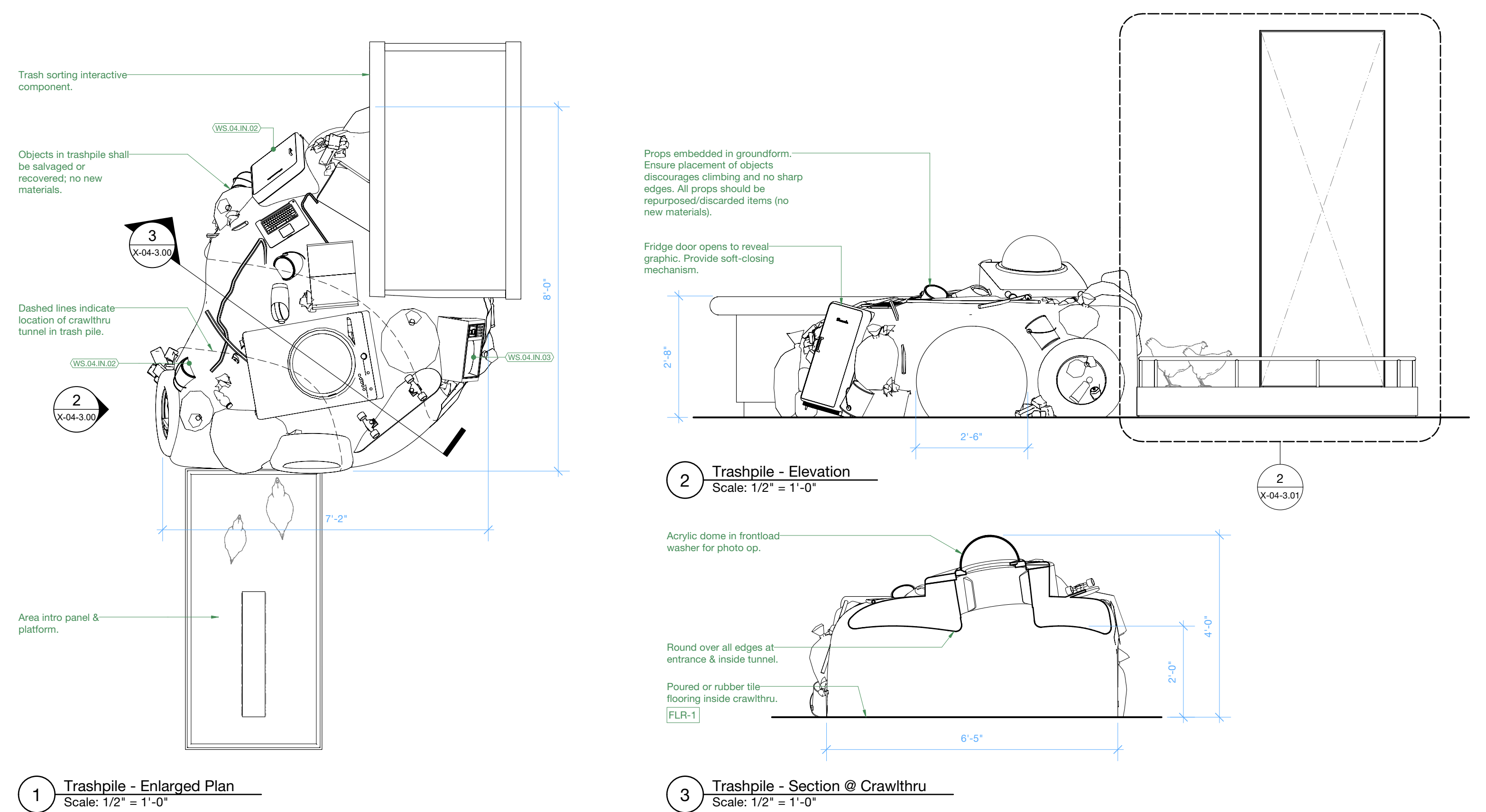
1 04 Waste Services - Elevation
Scale: 1/4" = 1'-0"



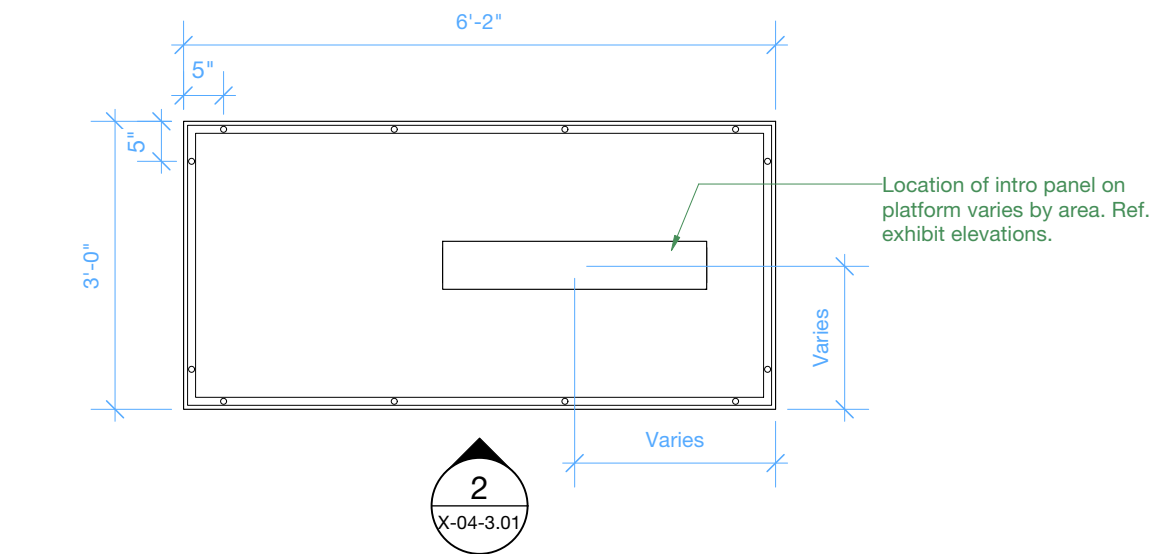
2 04 Waste Services - Elevation
Scale: 1/4" = 1'-0"



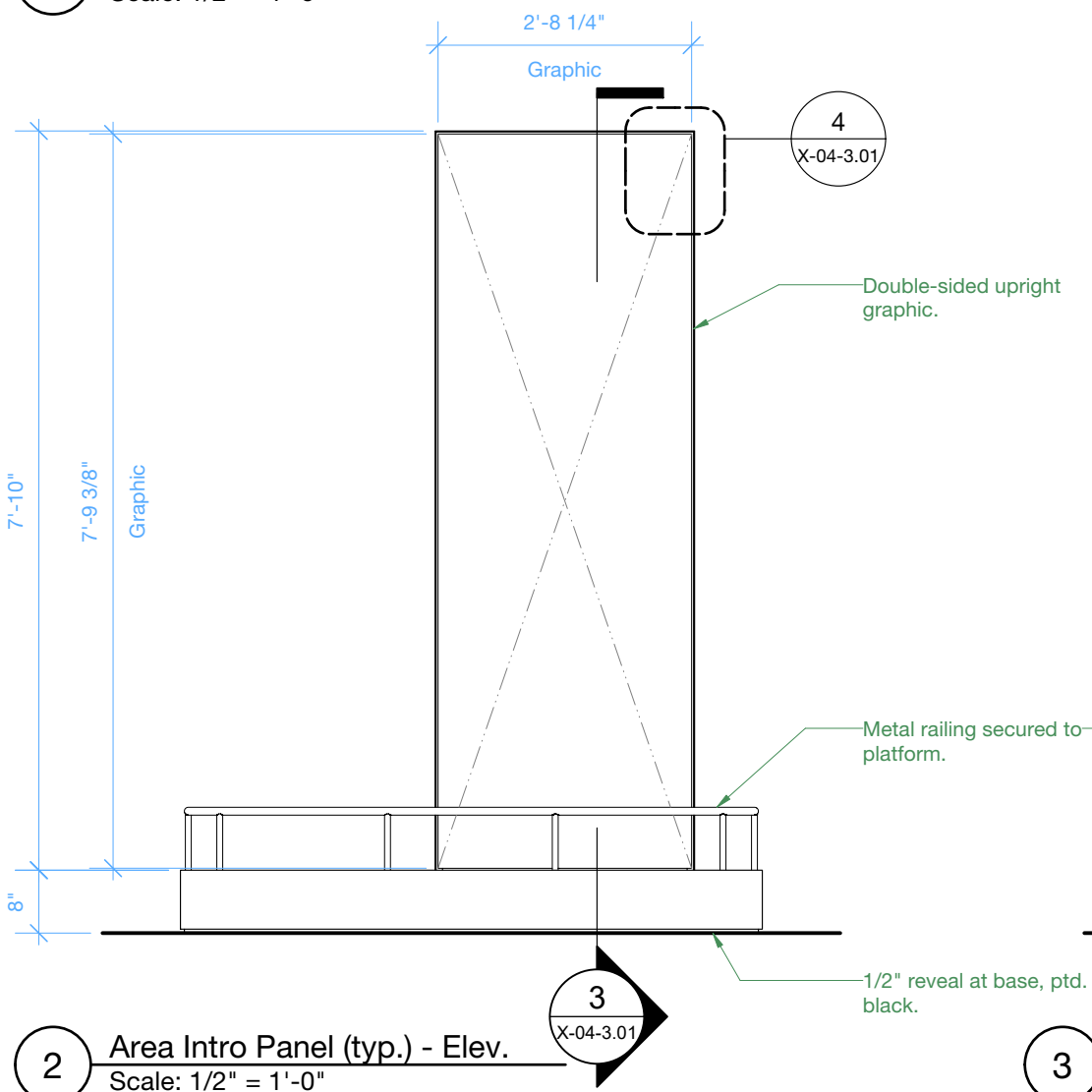
3 04 Waste Services - Elevation
Scale: 1/4" = 1'-0"



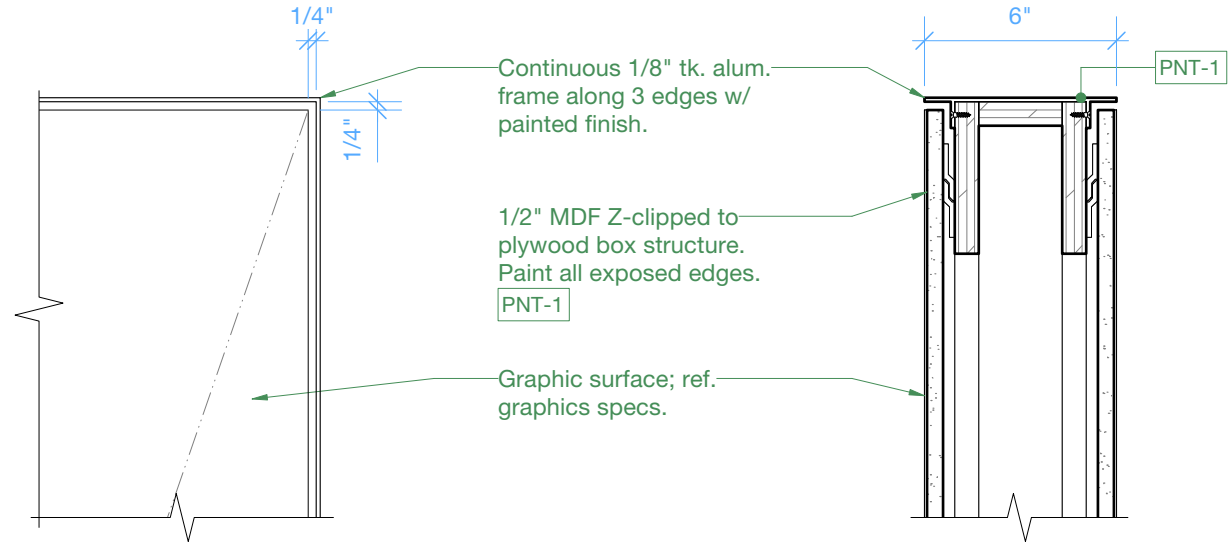
Roseville Utility Exploration Center		Final Design Bid Docs		Key Plan	Revisions		Project Name & No. Roseville Utility Exploration Center		Drawing Name Details: Trash Crawlthrough		Sheet Number	
Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245 City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750					9/9/2022 Issued for bid		Date 9/9/2022 Scale As Noted		Designer TW, BH Sheet No. X-04-3.00		X-04-3.00	



1 Area Intro Panel (typ.) - Plan
Scale: 1/2" = 1'-0"

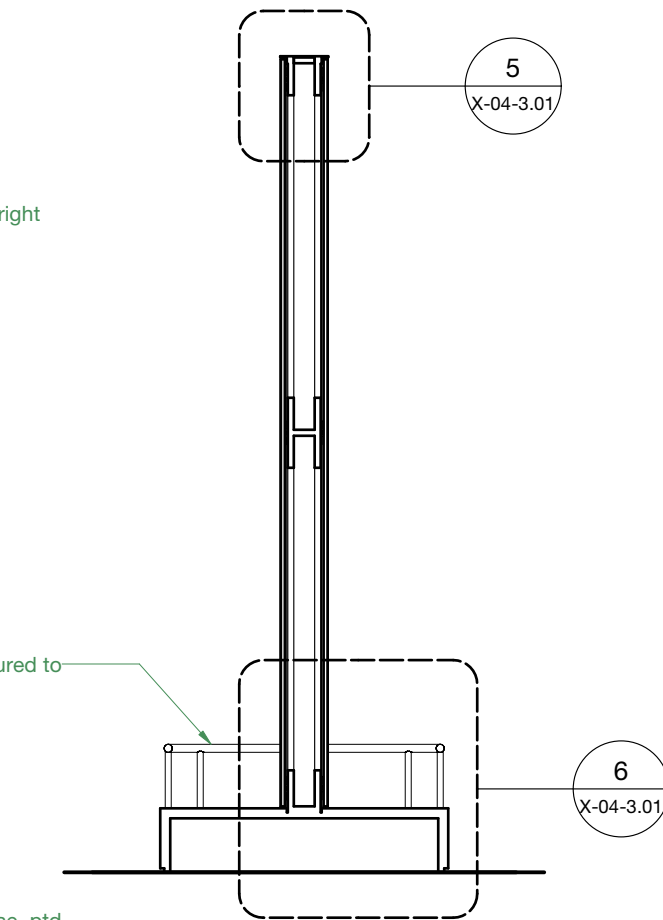


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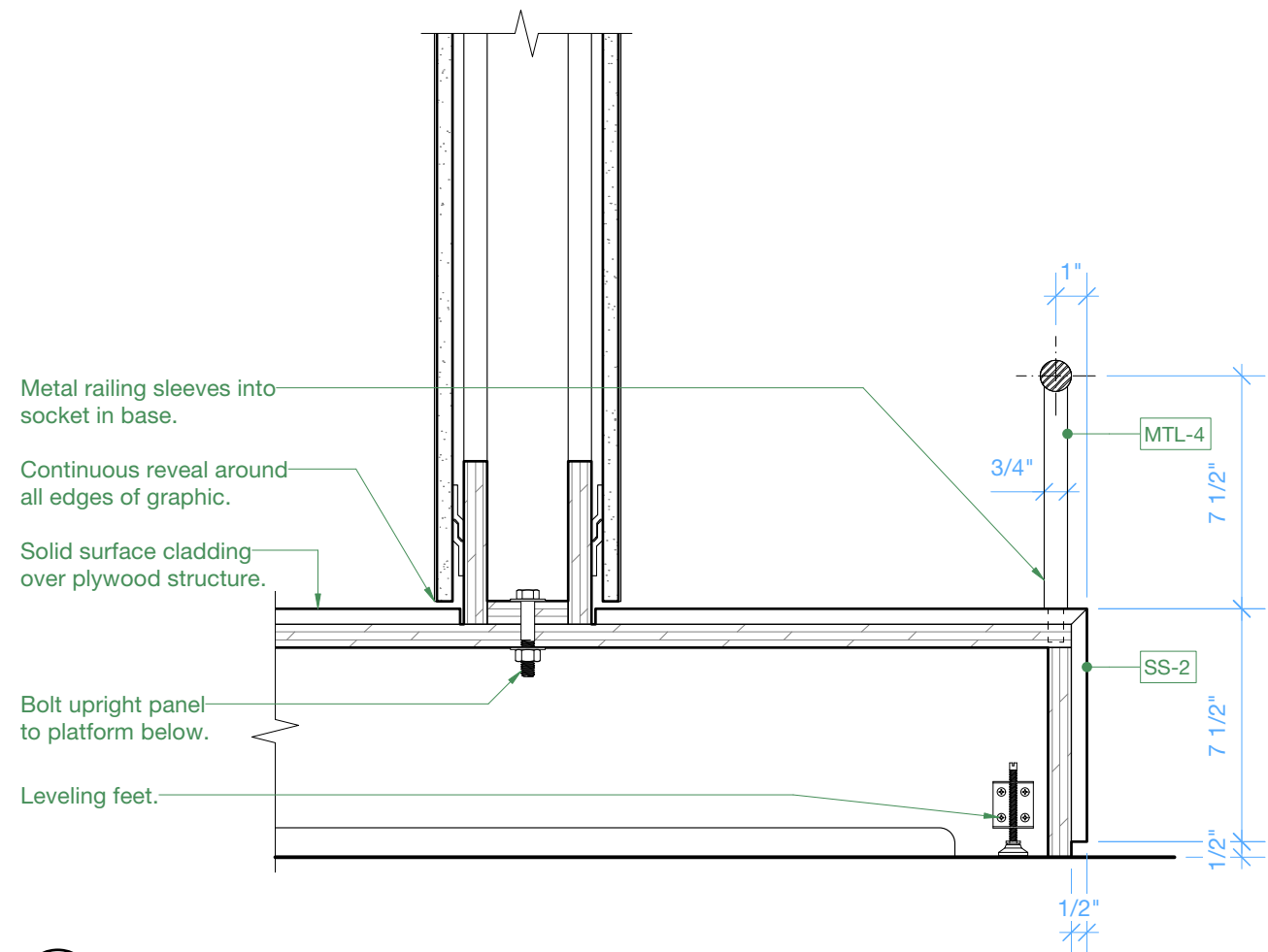


4 Intro Panel - Detail
Scale: 2" = 1'-0"

5 Intro Panel - Detail @ Header
Scale: 2" = 1'-0"



3 Area Intro Panel (typ.) - Section
Scale: 1/2" = 1'-0"



6 Intro Panel - Detail @ Base
Scale: 2" = 1'-0"

Bart
Exhibition
Design

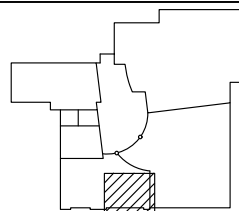
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Scale
As Noted

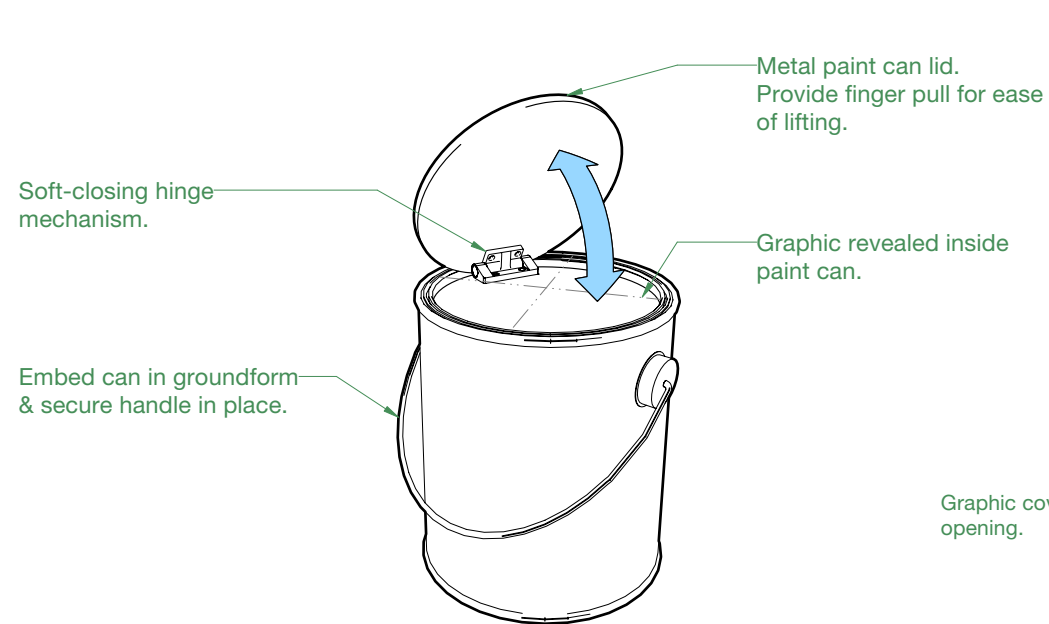
Drawing Name
Details: Area Intro & Platform

Designer
TW, BH

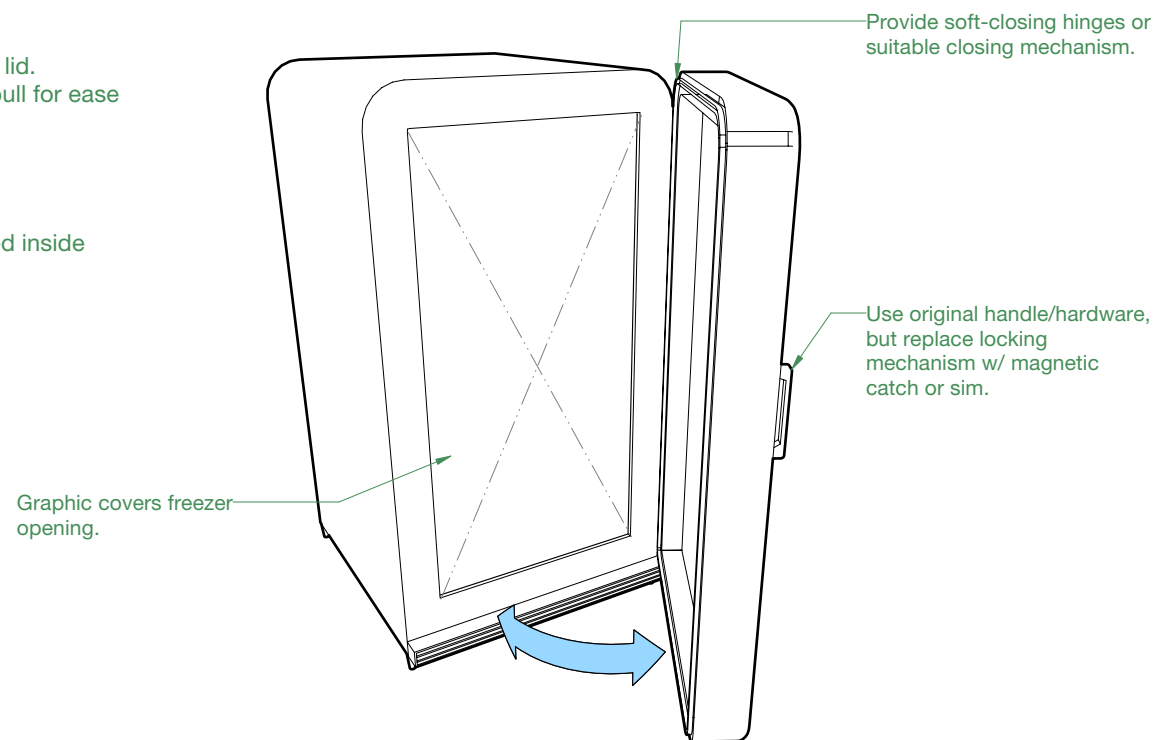
Sheet No.
X-04-3.01

Sheet Number

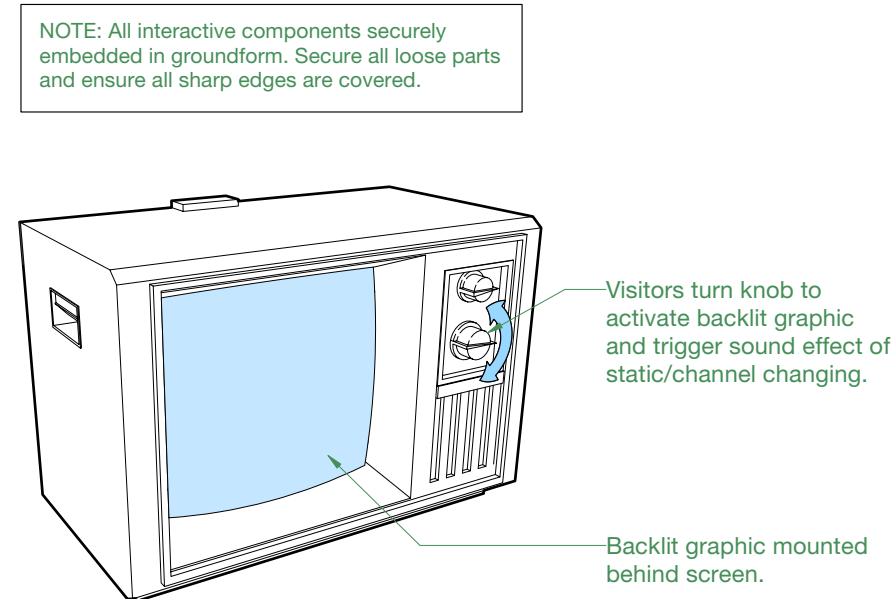
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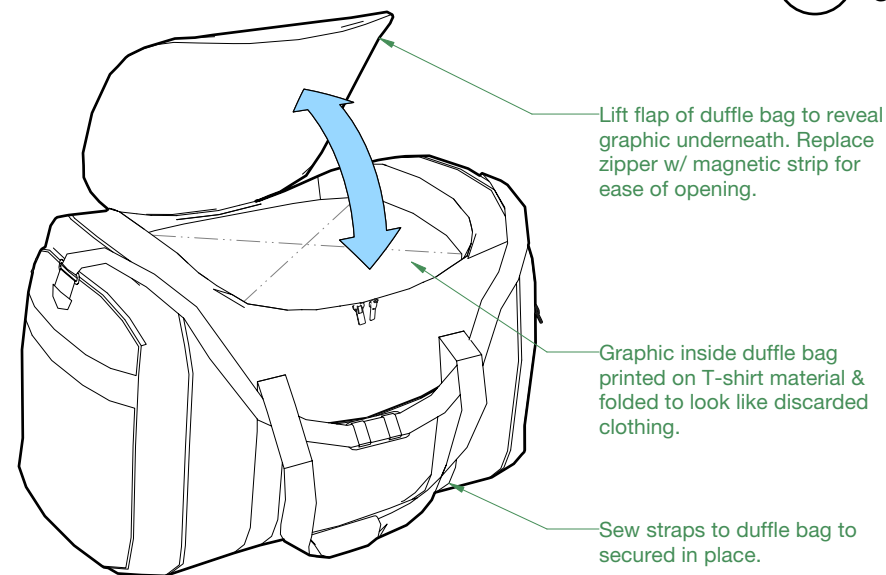
1 WS.04.IN.01 Paint Can Interactive
Scale: No Scale



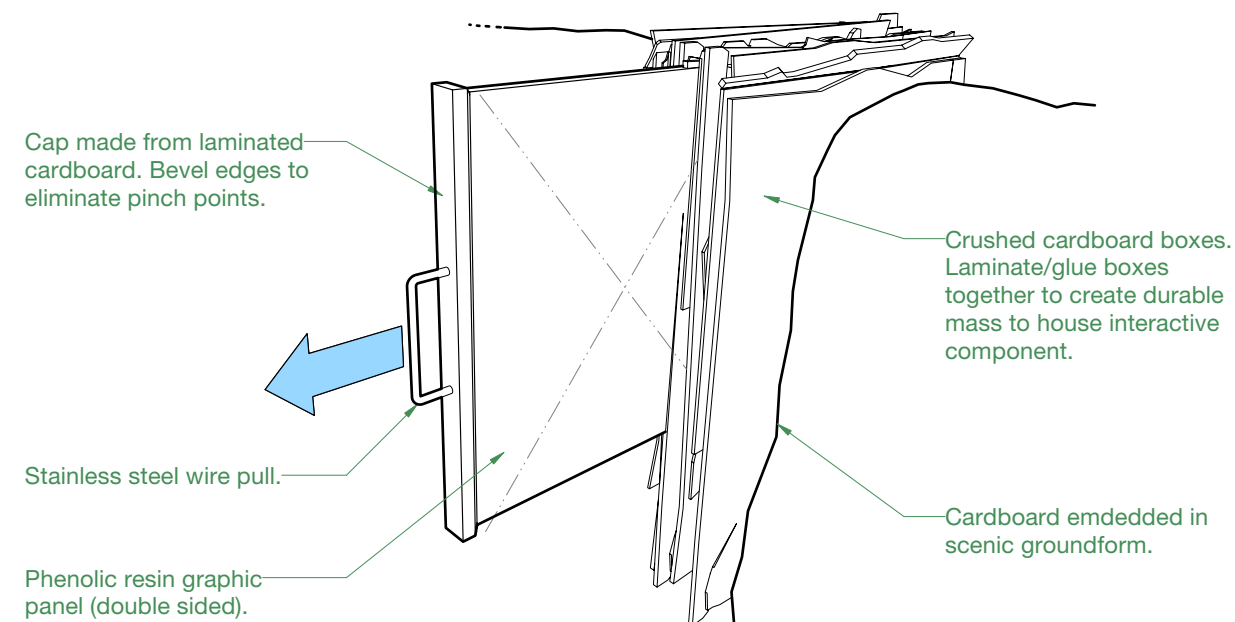
2 WS.04.IN.02 Freezer Interactive
Scale: No Scale



3 WS.04.IN.03 Television Interactive
Scale: No Scale



4 WS.04.IN.04 Duffle Bag Interactive
Scale: No Scale



5 WS.04.IN.05 Cardboard Interactive
Scale: No Scale

Bart

Exhibition
Design

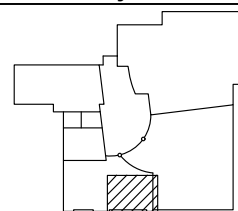
Roseville Utility Exploration Center

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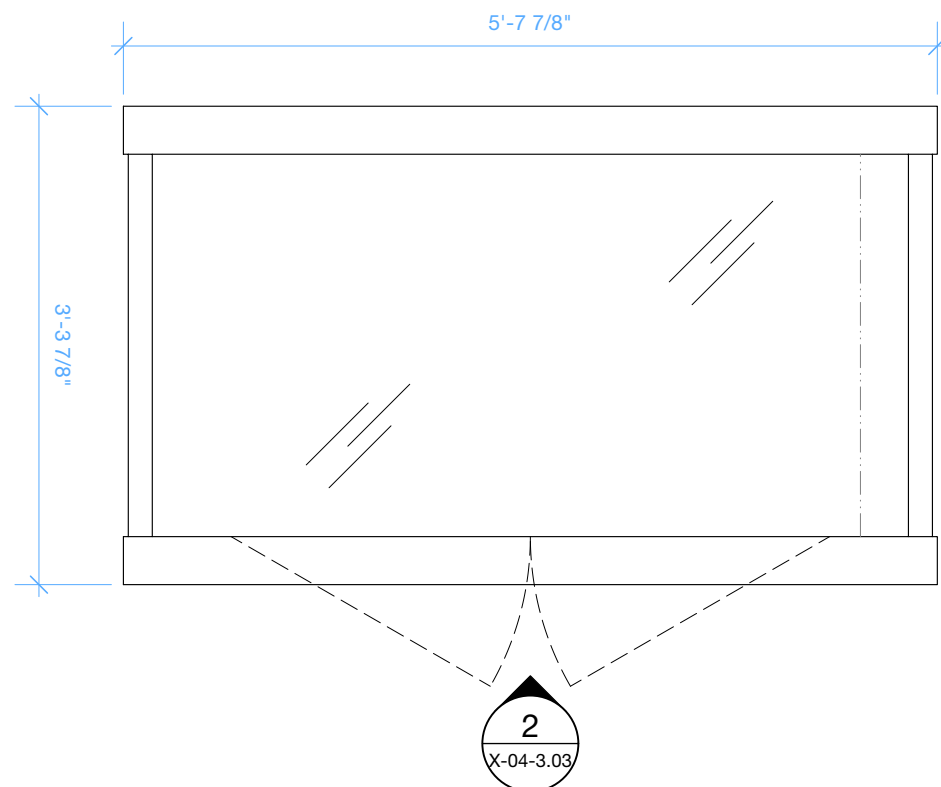
Drawing Name
Details: Trash Interactives

Designer
TW, BH

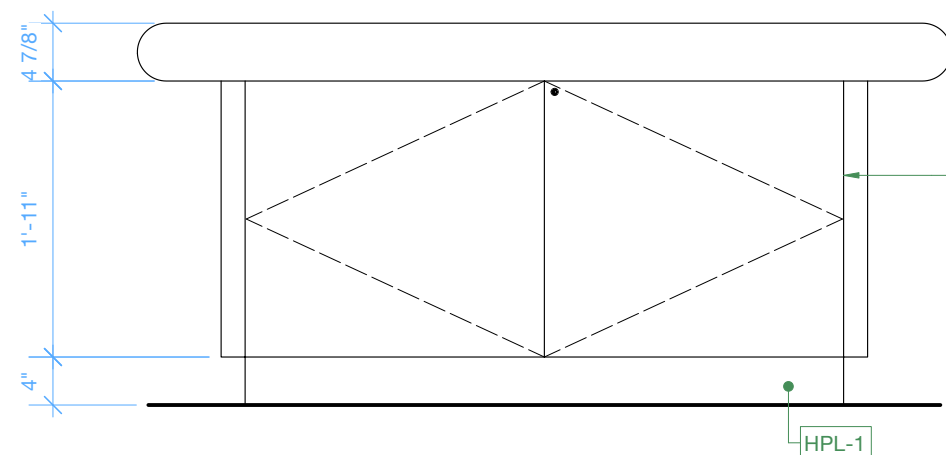
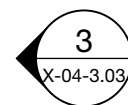
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X-04-3.02

Sheet Number

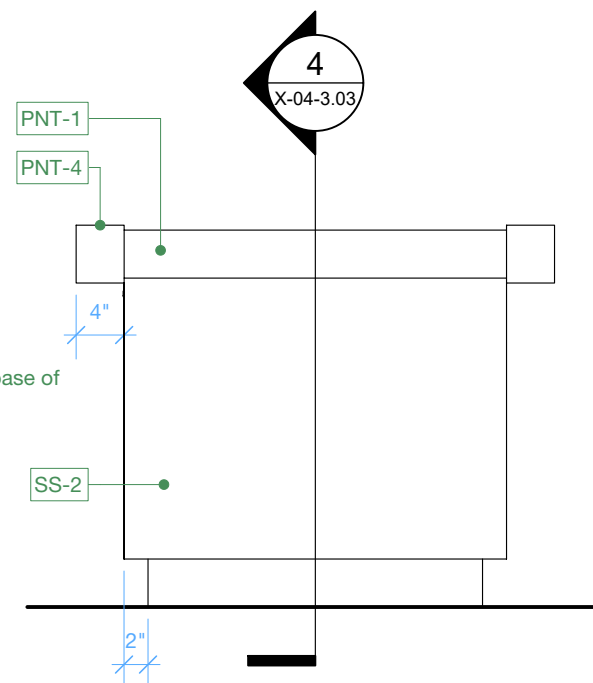
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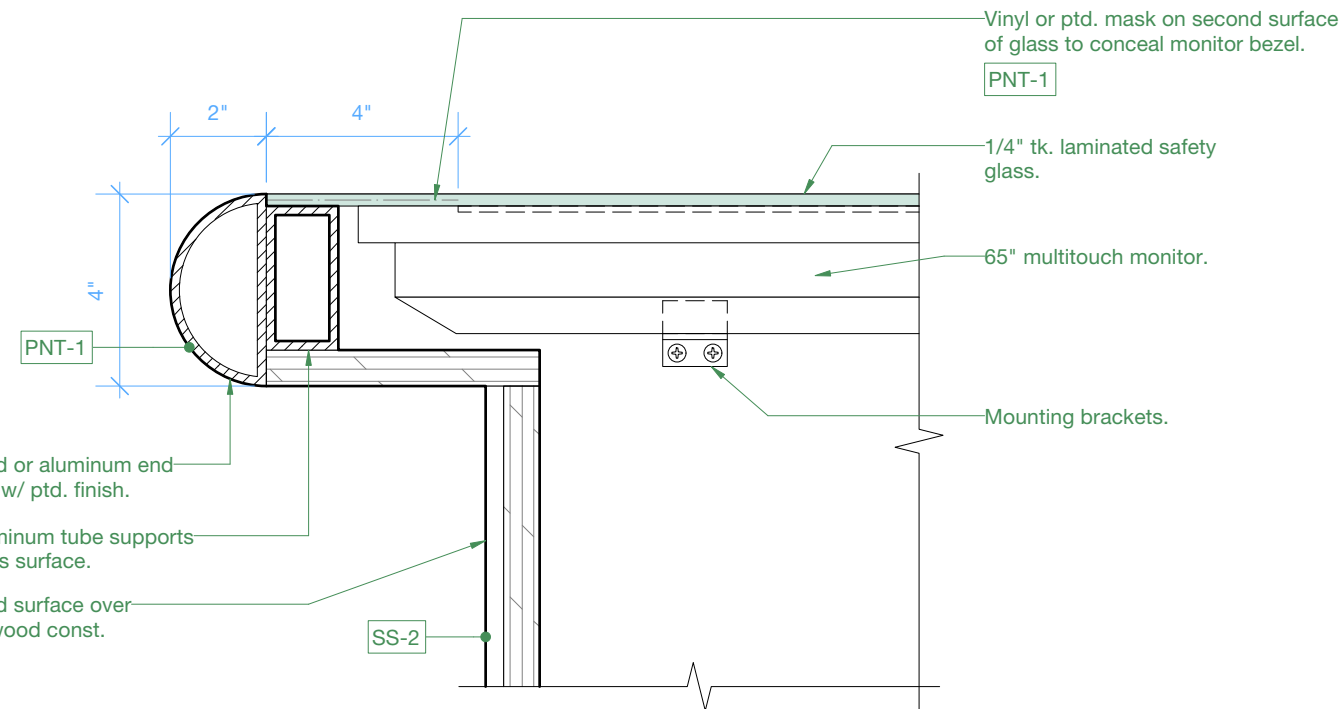
1 Sorting Interactive - Plan
Scale: 3/4" = 1'-0"



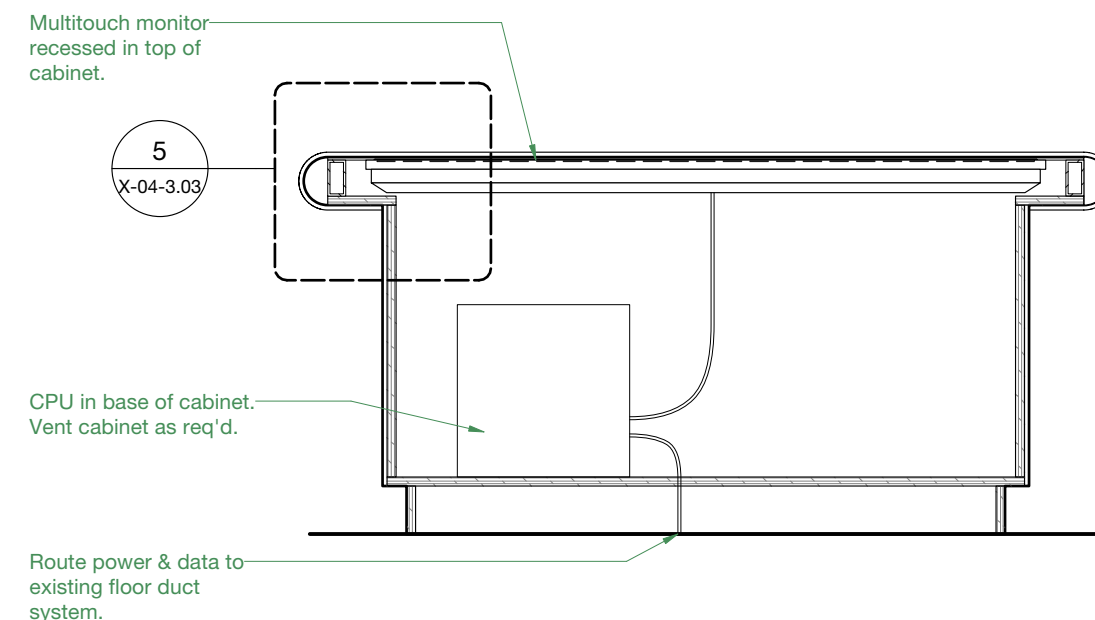
2 Sorting Interactive - Elevation
Scale: 3/4" = 1'-0"



3 Sorting Interactive - Elevation
Scale: 3/4" = 1'-0"



5 Sorting Interactive - Section @ Touchscreen
Scale: 3" = 1'-0"



4 Sorting Interactive - Section
Scale: 3/4" = 1'-0"

Bart

Exhibition
Design

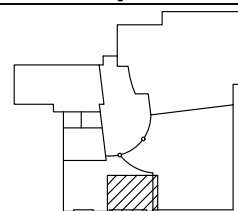
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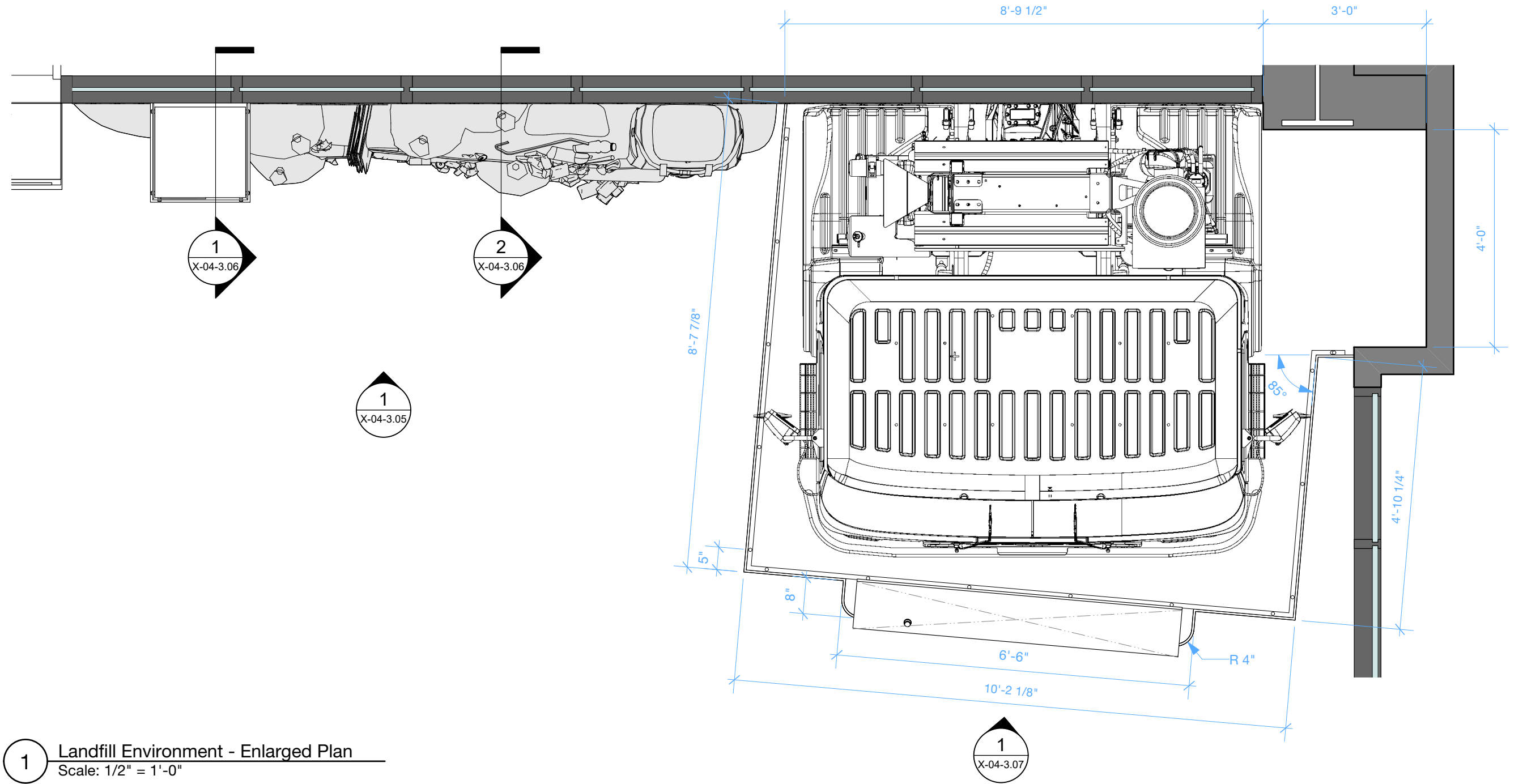
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Details: Trash Sort Interactive

Designer
TW, BH

Sheet No.
X-04-3.03

Sheet Number

X-04-3.03



Bart

Exhibition
Design

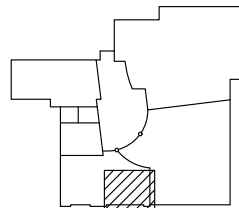
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1041 Morse Drive
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612.423.5245

City of Roseville
2005 Hilltop Circle, Suite 130
Roseville, CA 95747
916.746.1750

Key Plan



Revisions

9/9/2022 Issued for bid

Project Name & No.
Roseville Utility Exploration Center

Date
9/9/2022

Scale
As Noted

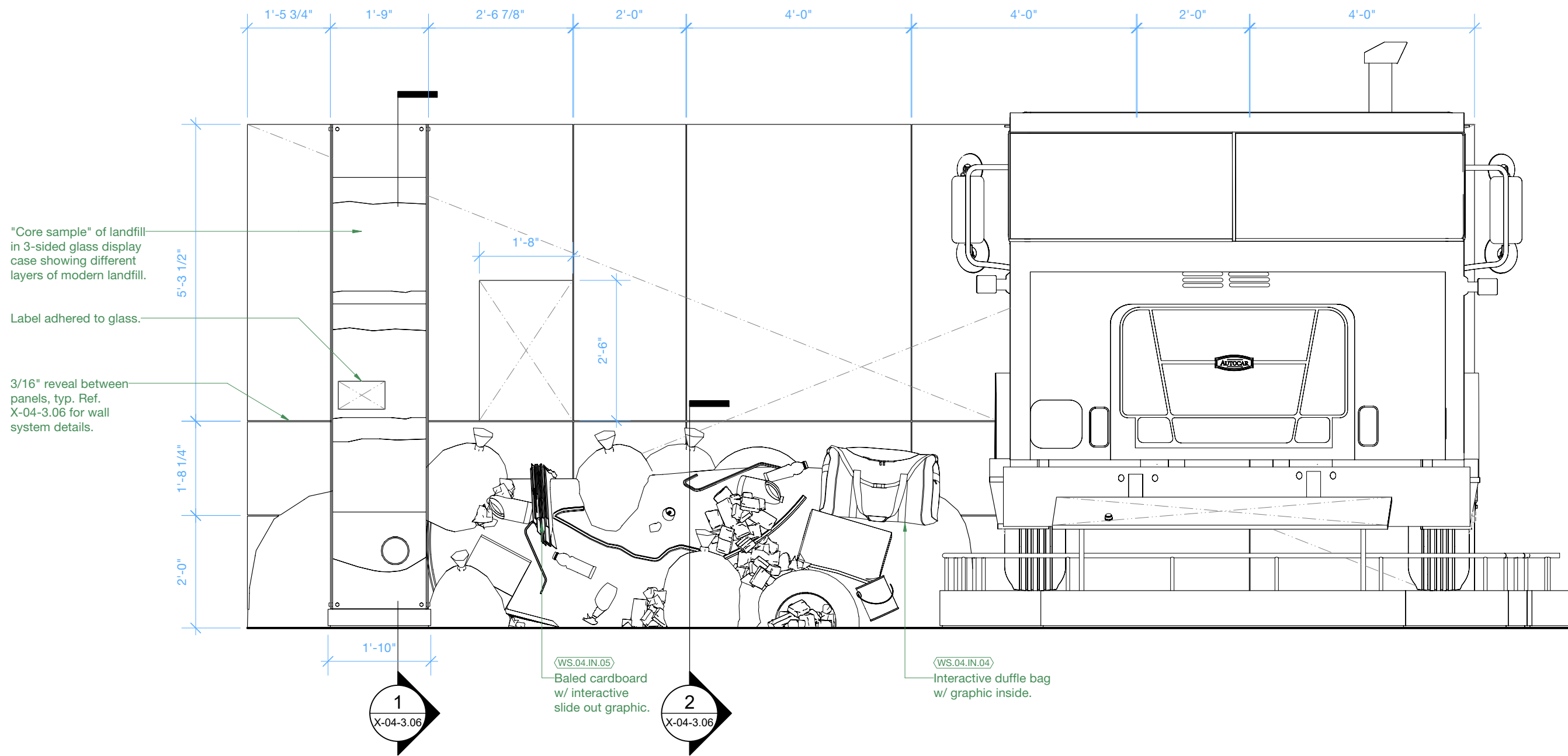
Drawing Name
Details: Landfill Enlarged Plan

Designer
TW, BH

Sheet No.
X-04-3.04

Sheet Number

X-04-3.04



1 Waste Services Diorama - Elevation
Scale: 1/2" = 1'-0"

Bart

Exhibition
Design

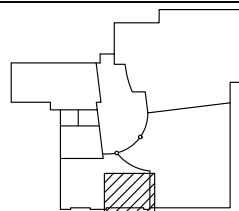
Roseville Utility Exploration Center

Final Design Bid Docs

Bart Hays Exhibition Design
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Scale
As Noted

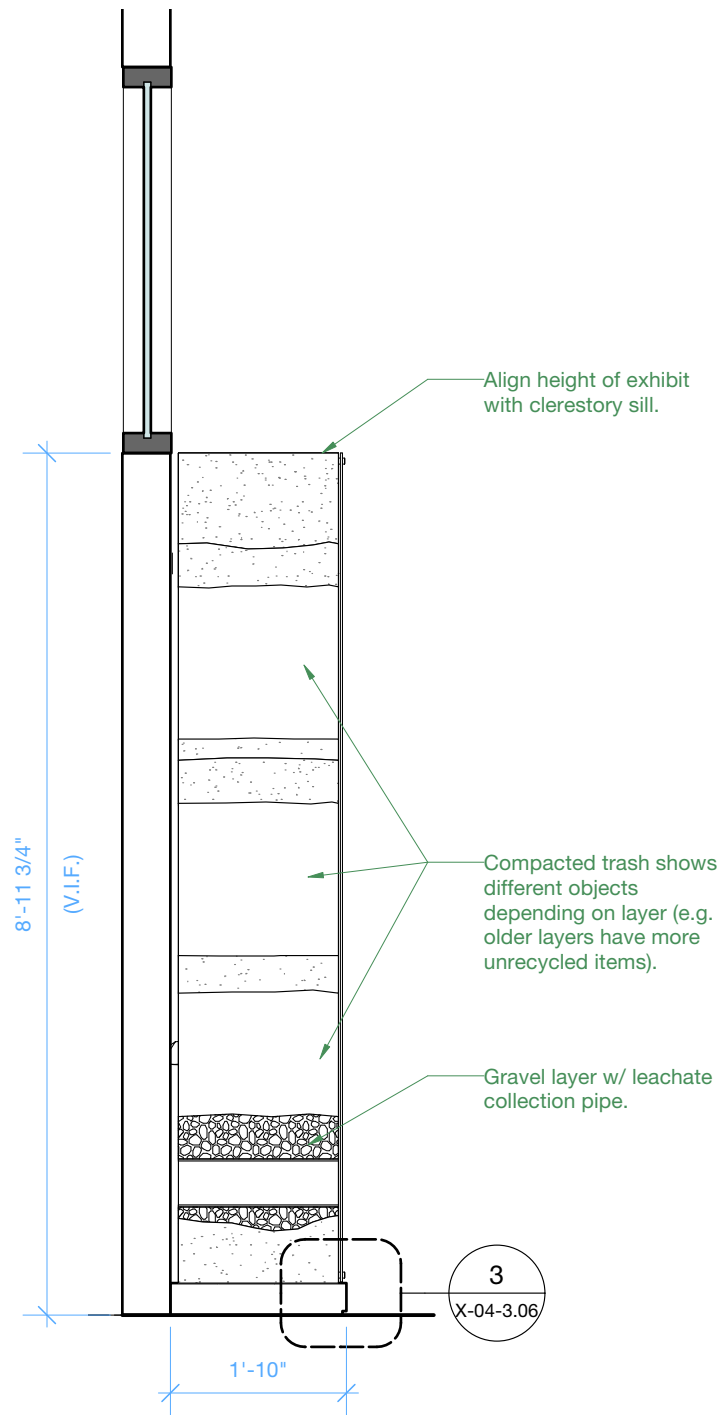
Drawing Name
Details: Landfill Environment

Designer
TW, BH

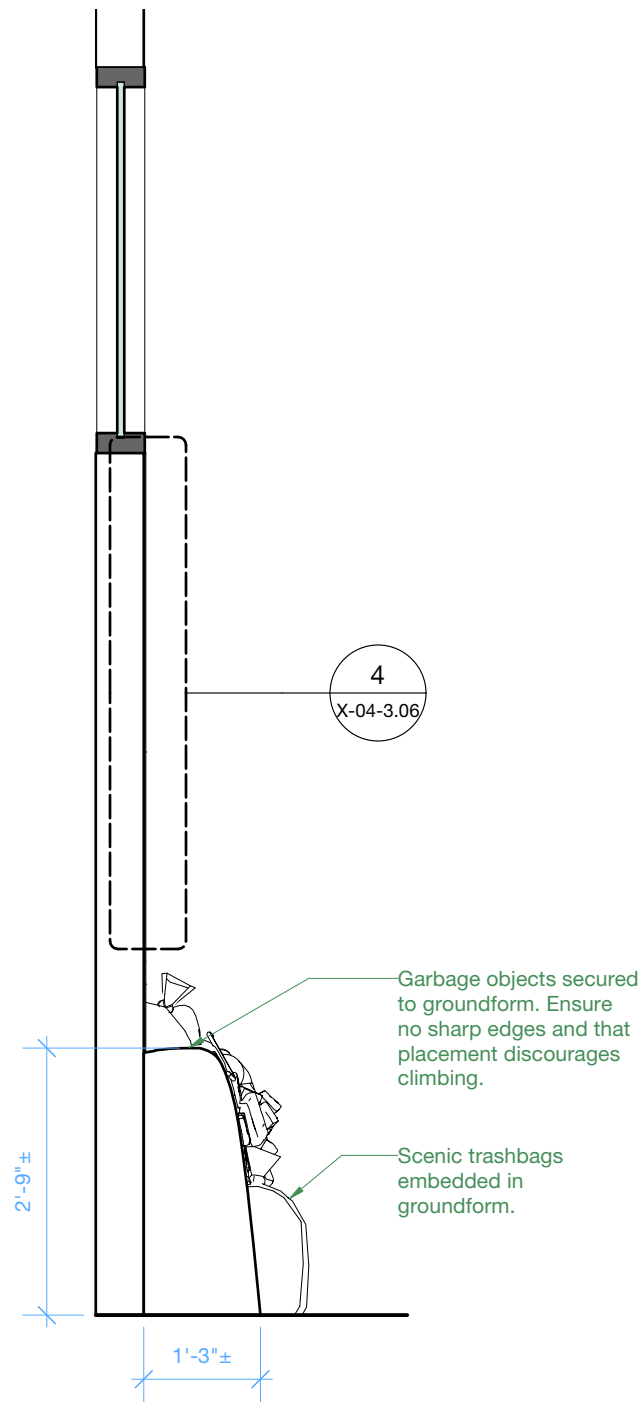
Sheet No.
X-04-3.05

Sheet Number

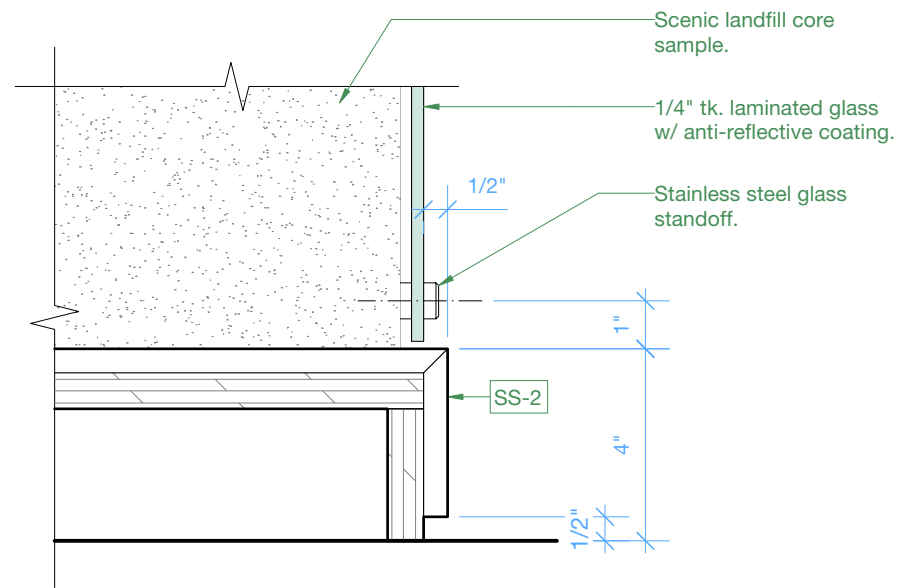
X-04-3.05



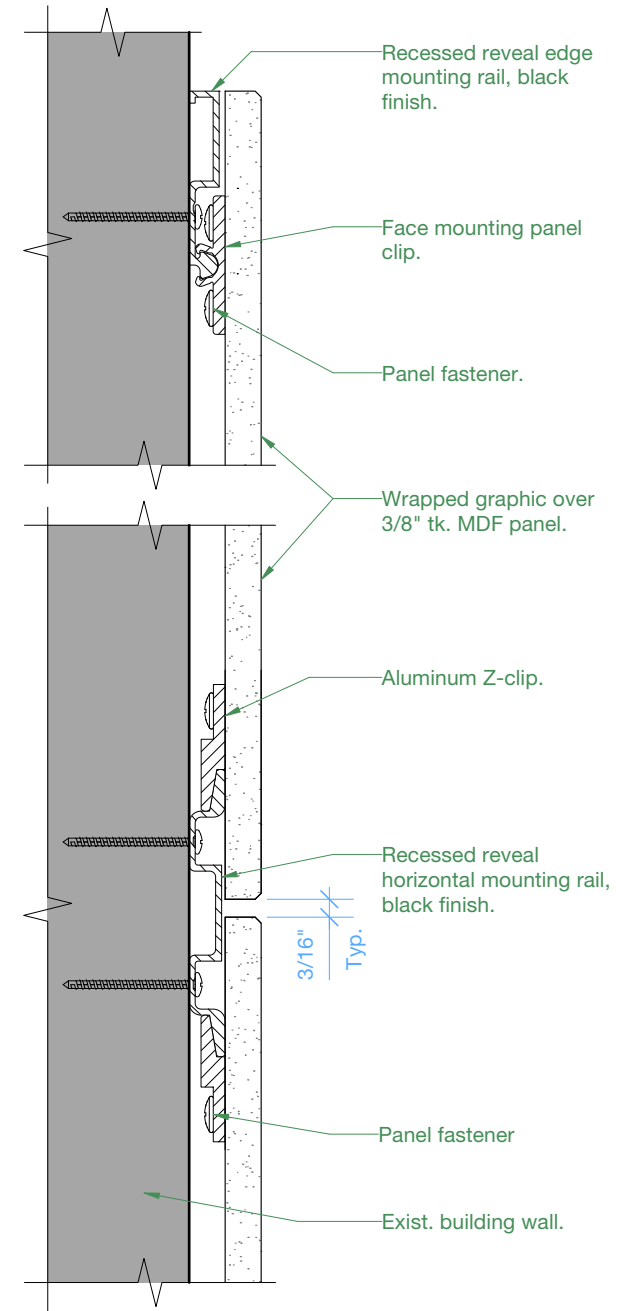
1 Landfill Core - Section
Scale: 1/2" = 1'-0"



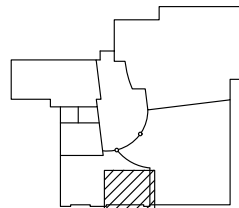
2 Landfill Groundform - Section
Scale: 1/2" = 1'-0"



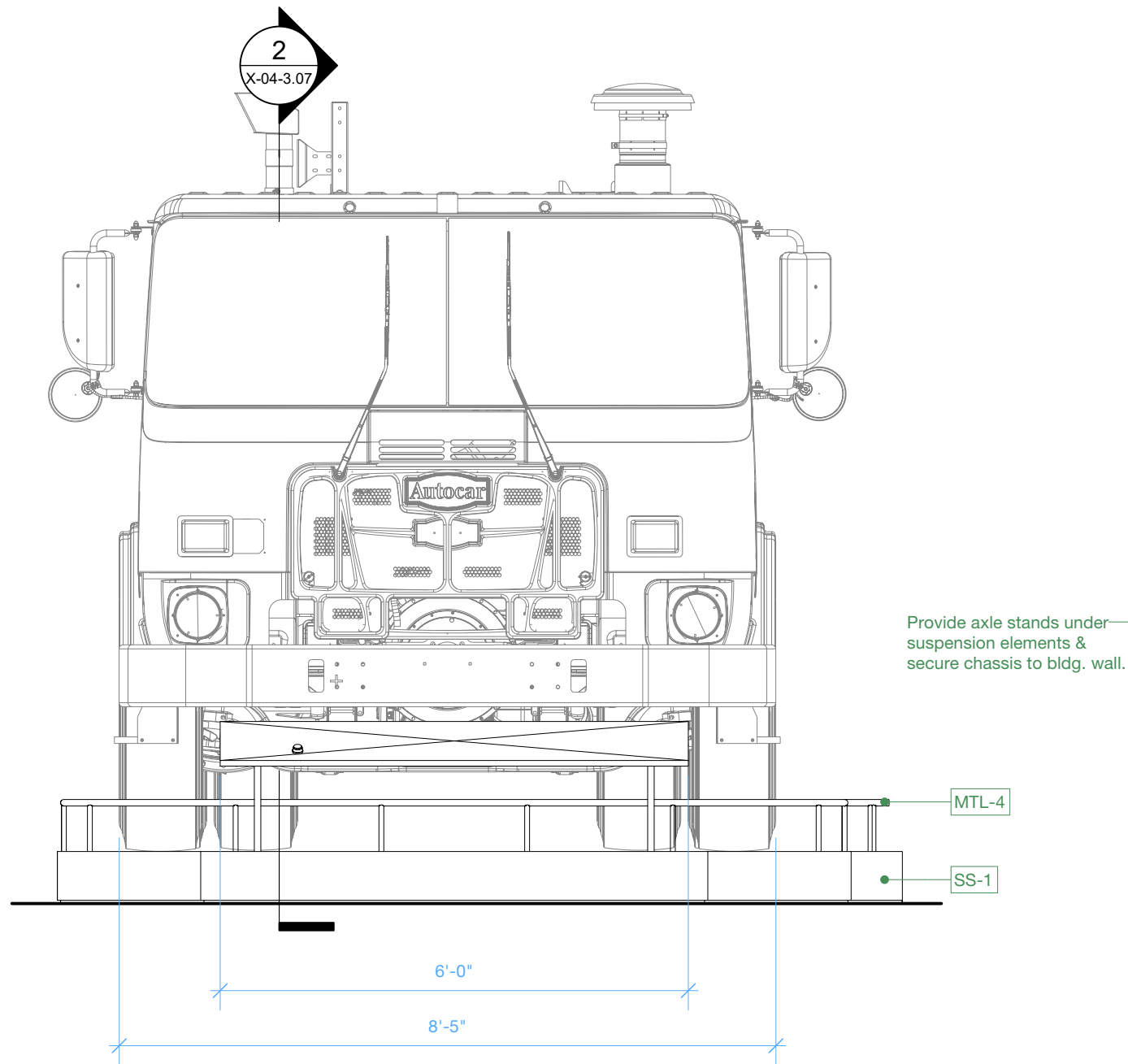
3 Landfill Core - Detail Section
Scale: 3" = 1'-0"



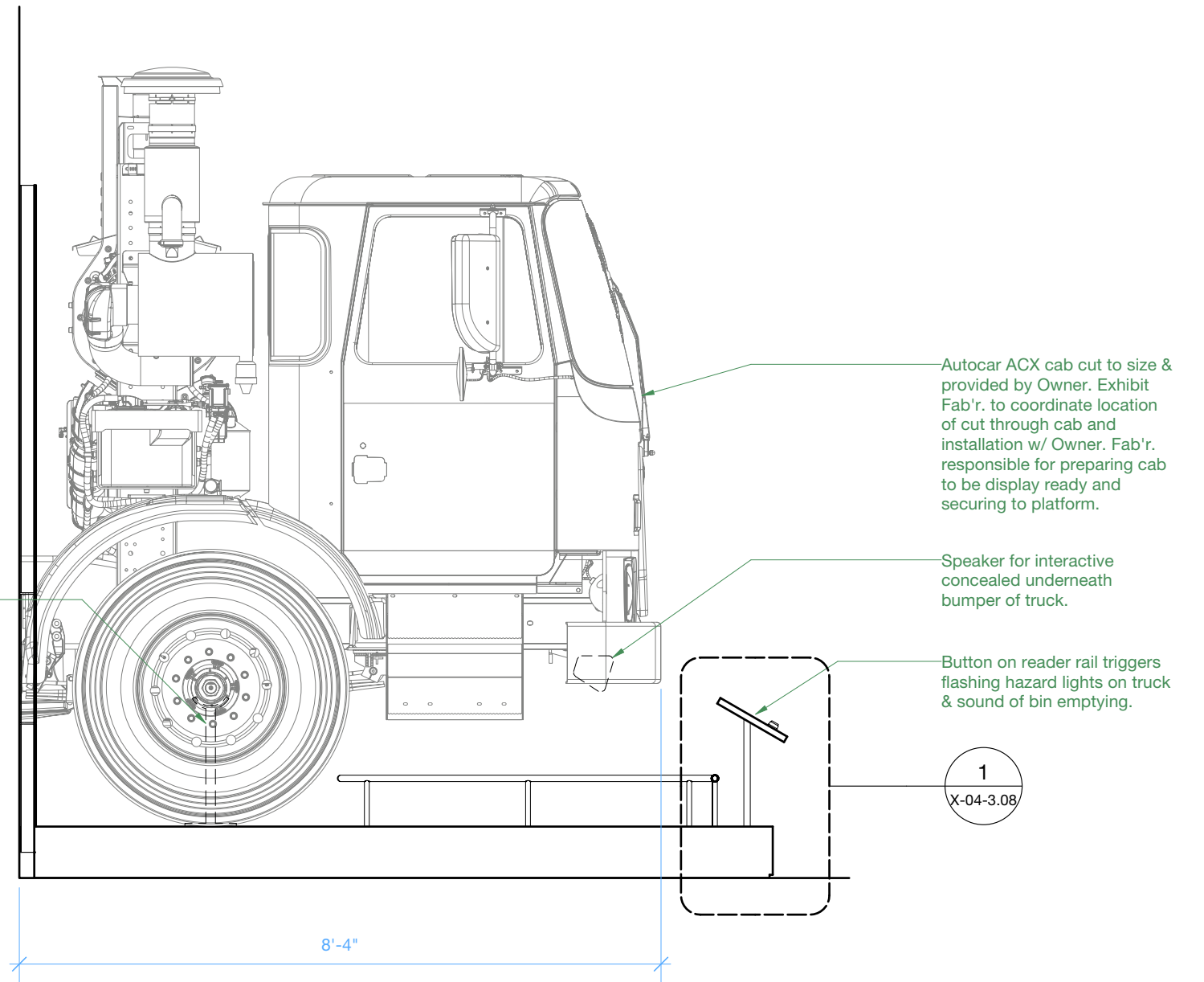
4 Typ. Wall Mural - Section Detail @ Reveal
Scale: Half Actual Size



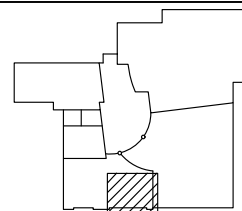
9/9/2022 Issued for bid



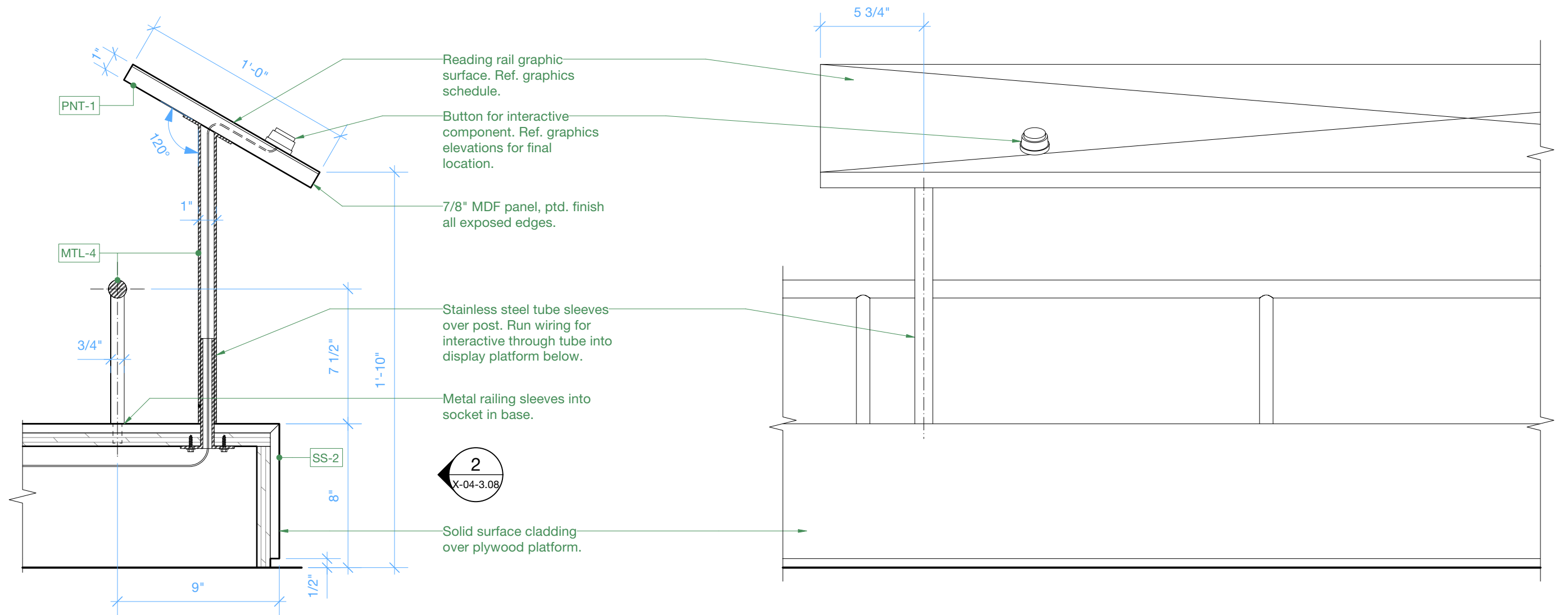
1 Garbage Truck - Elevation
Scale: 1/2" = 1'-0"



2 Garbage Truck - Section
Scale: 1/2" = 1'-0"



9/9/2022 Issued for bid



1 Platform - Detail @ Reading Rail
Scale: 2" = 1'-0"

2 Platform - Elevation
Scale: 2" = 1'-0"

Bart

Exhibition
Design

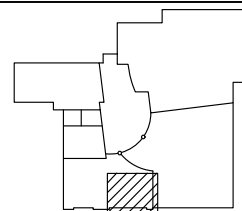
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Scale
 As Noted

Drawing Name
 Details: Garbage Truck

Designer
 TW, BH

Sheet No.
 X-04-3.08

Sheet Number

X-04-3.08

05. Water

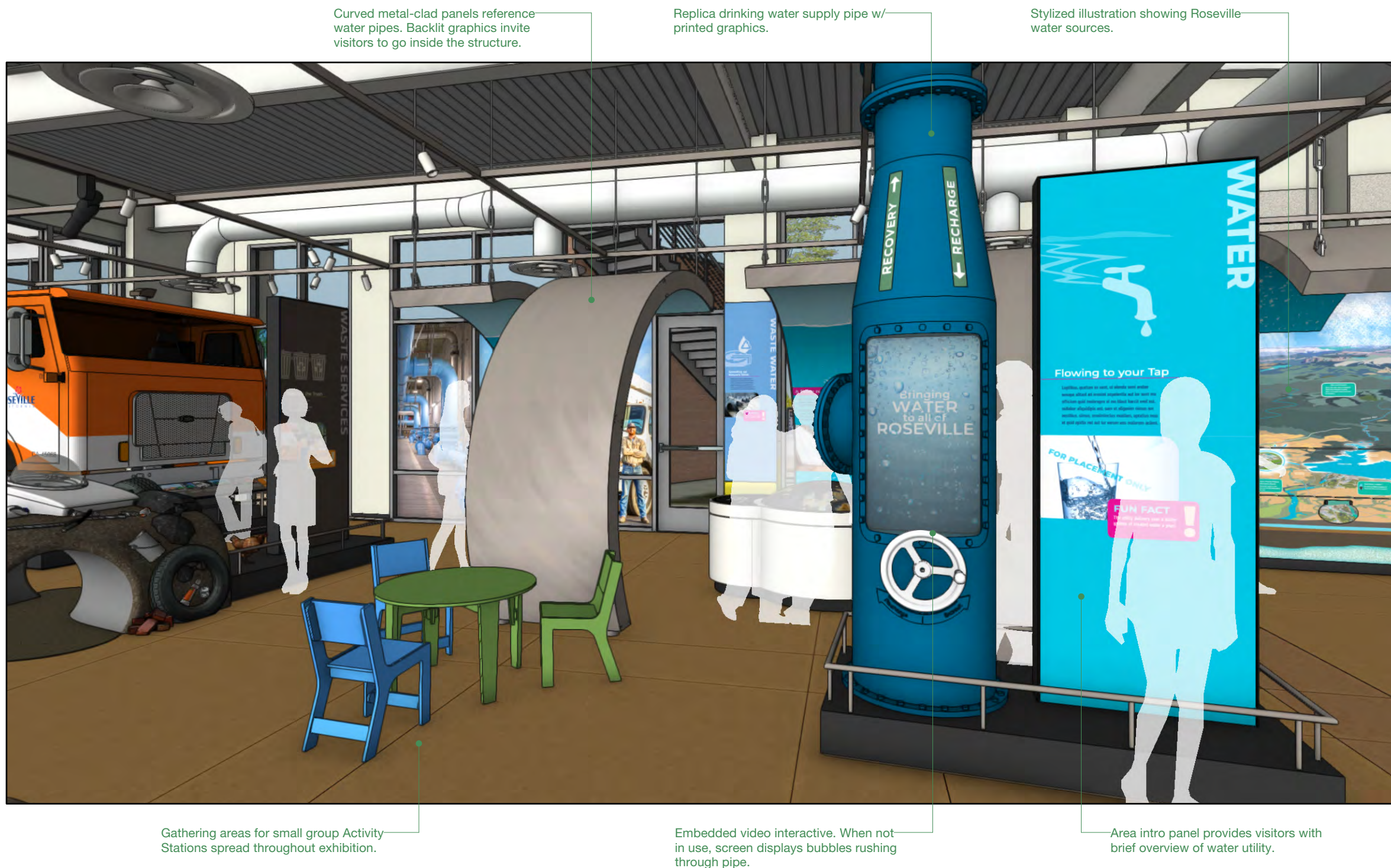
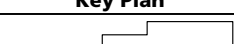
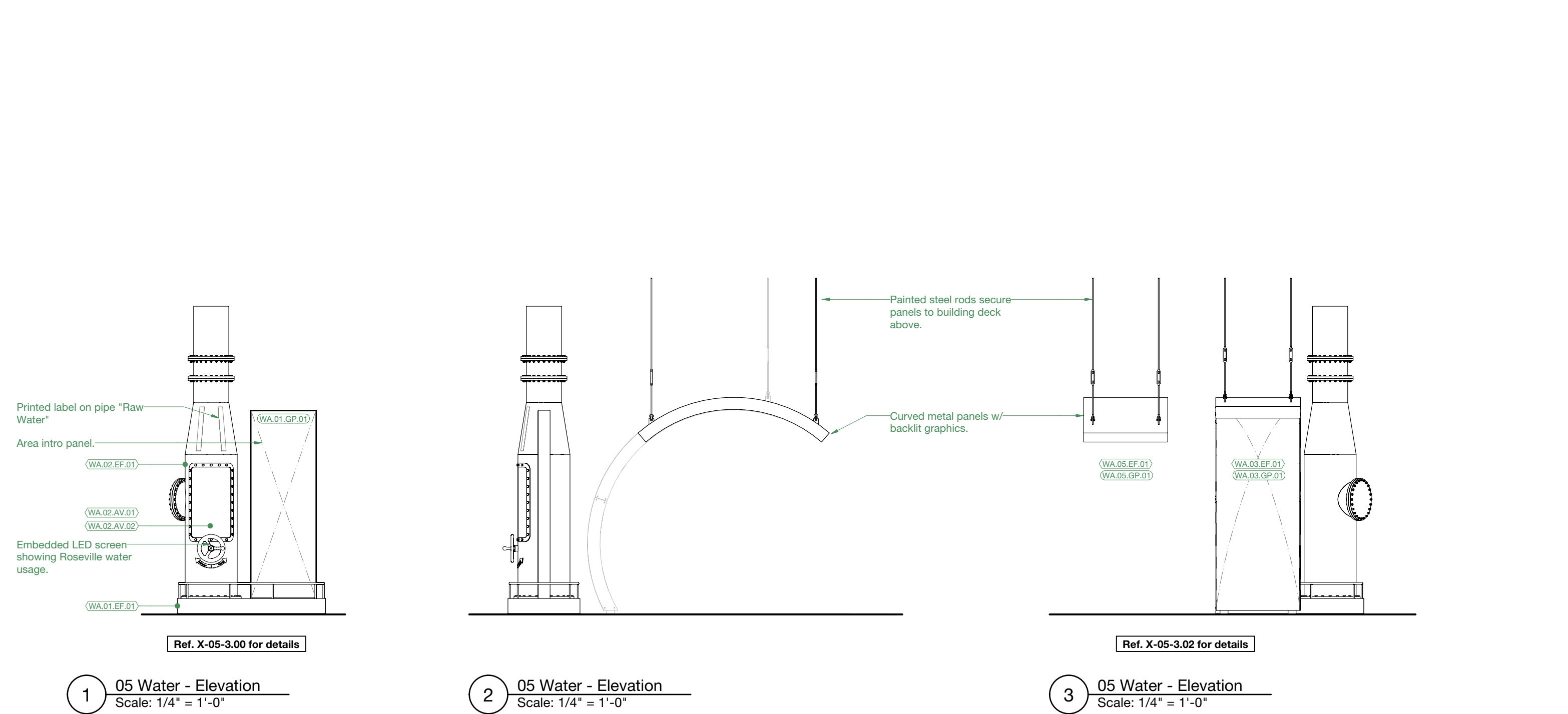
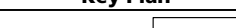


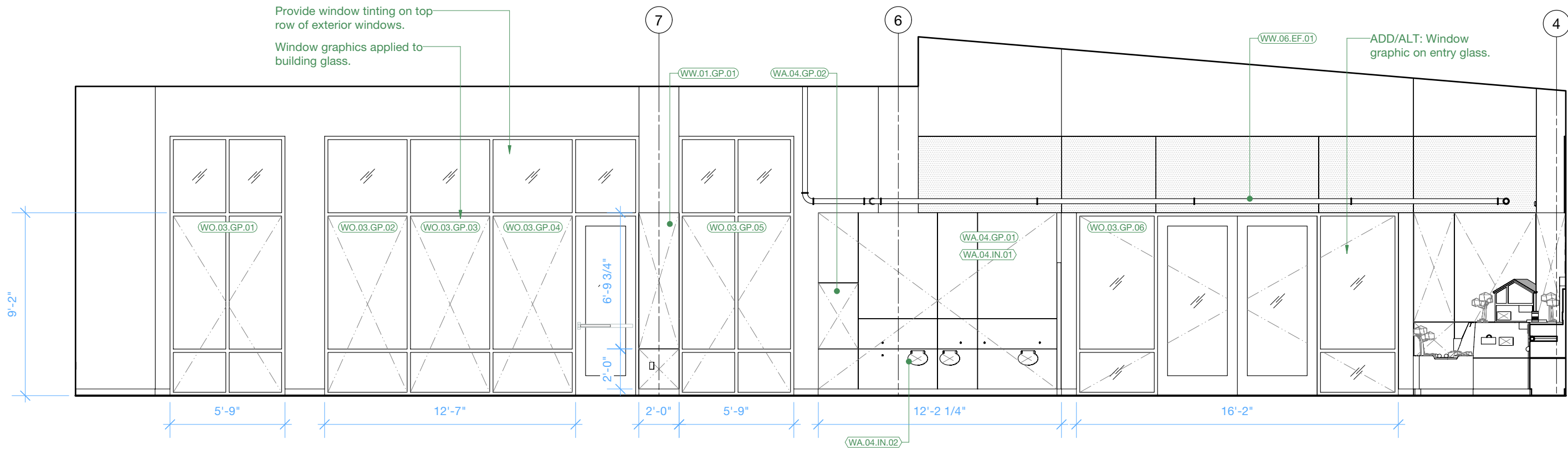
Exhibit Description:

The story of drinking water in Roseville is introduced with this section. Here, visitors can learn about the two sources of water to the city: surface water from Folsom Reservoir and groundwater from deep underground reservoirs. The utility has put years of planning and work to ensure that Roseville has clean, delicious water—even through droughts.

Bart Exhibition Design	Roseville Utility Exploration Center Final Design Bid Docs		Key Plan 	Revisions 9/9/2022 Issued for bid	Project Name & No. Roseville Utility Exploration Center Drawing Name Water Concept Drawings Date 9/9/2022 Designer TW, BH Scale As Noted Sheet No. X-05-2.00	Sheet Number X-05-2.00
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245	City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750				



Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Sheet Number	
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245 City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750			9/9/2022 Issued for bid	Project Name & No. Roseville Utility Exploration Center Date 9/9/2022 Scale As Noted	Drawing Name Elevations: Water Designer TW, BH Sheet No. X-05-2.01	X-05-2.01



1 Exploration Center - Elevation
Scale: 3/16" = 1'-0"

Ref. X-05-3.04 for details

Bart

Exhibition
Design

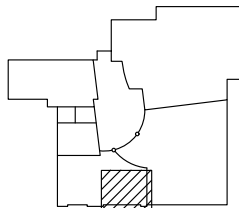
Roseville Utility Exploration Center

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Bart Hays Exhibition Design
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Scale
As Noted

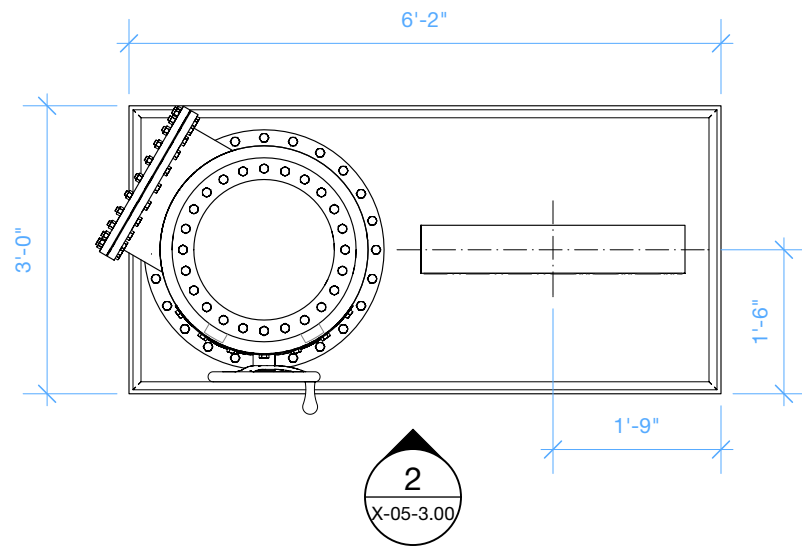
Drawing Name
Elevations: Water

Designer
TW, BH

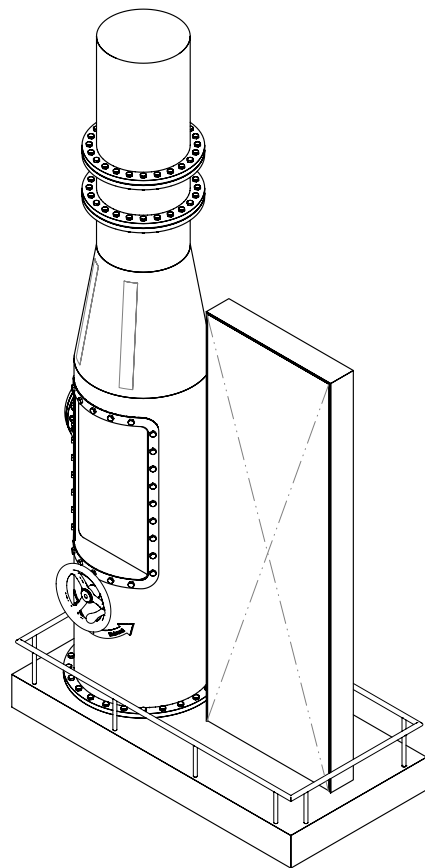
Sheet No.
X-05-2.02

Sheet Number

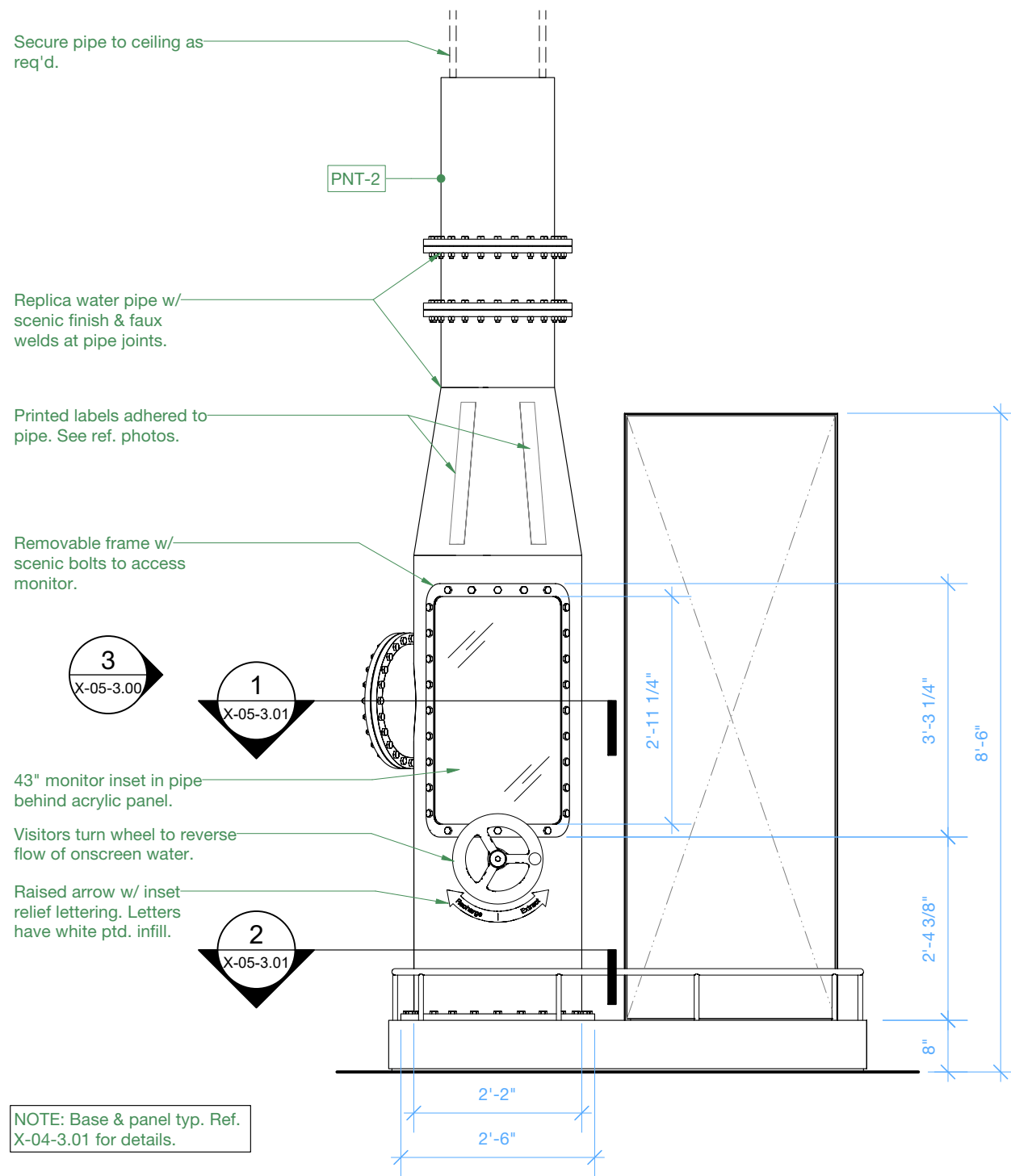
X-05-2.02



1 Water Intro - Plan
Scale: 1/2" = 1'-0"

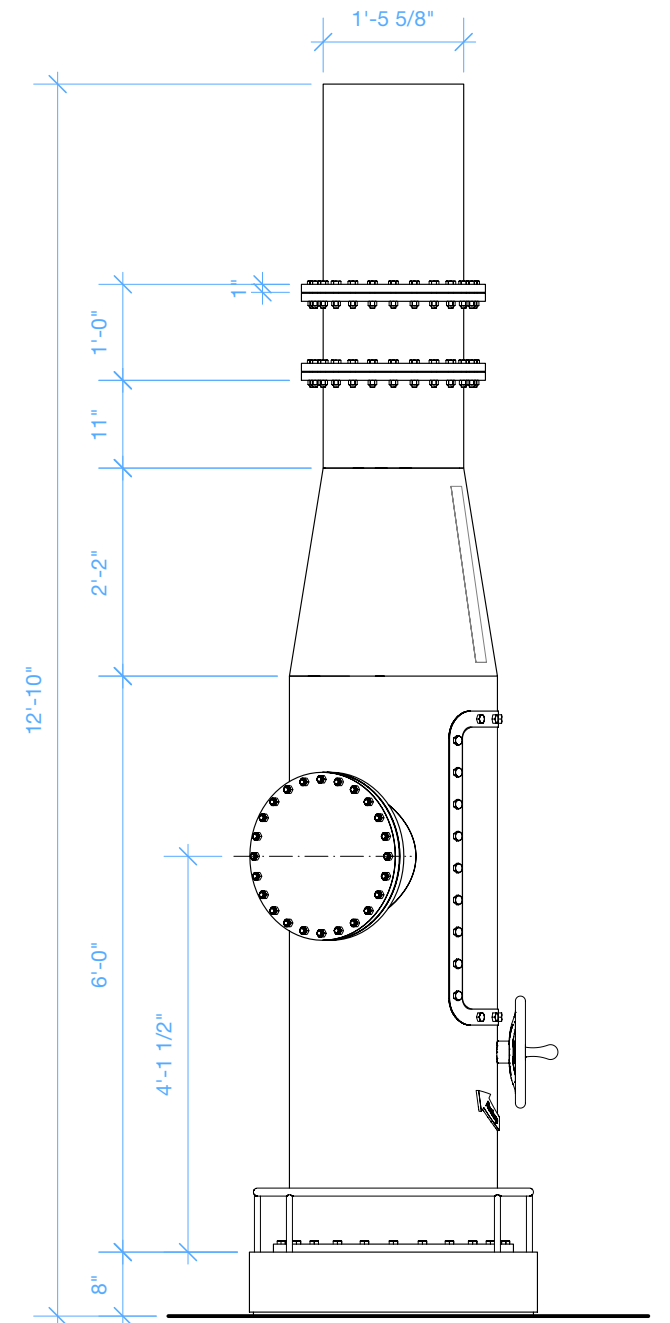


4 Water Intro - Isometric
Scale: No Scale



NOTE: Base & panel typ. Ref. X-04-3.01 for details.

2 Water Intro - Elevation
Scale: 1/2" = 1'-0"



3 Water Intro - Elevation
Scale: 1/2" = 1'-0"

Bart

Exhibition
Design

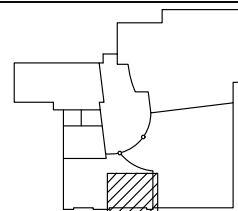
Roseville Utility Exploration Center

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Scale
As Noted

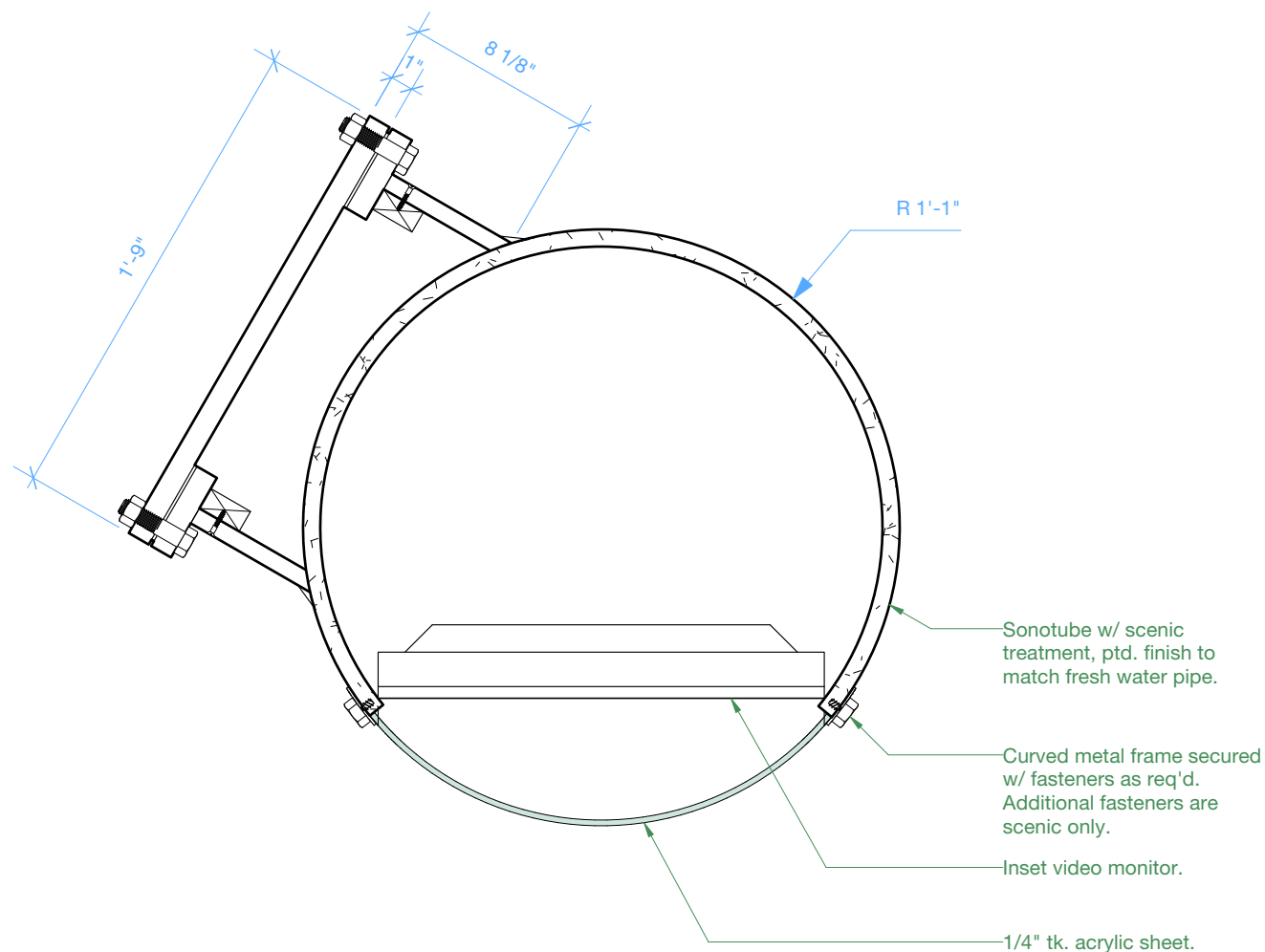
Drawing Name
Details: Water Intro

Designer
TW, BH

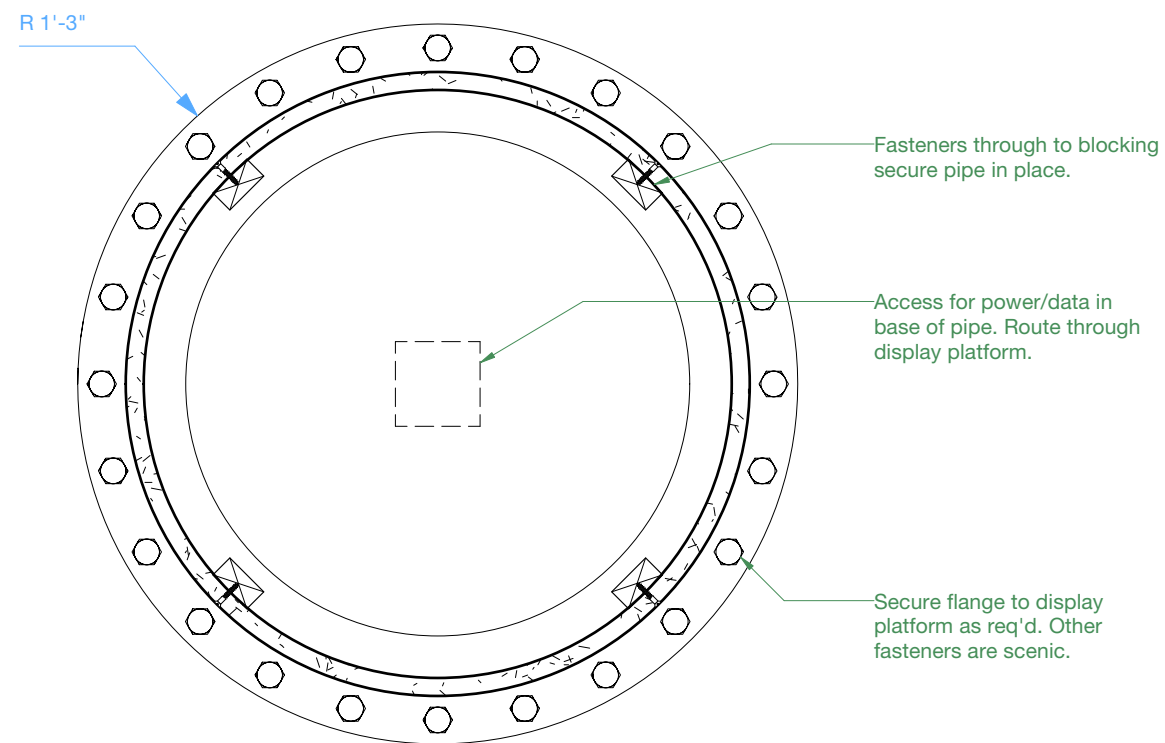
Sheet No.
X-05-3.00

Sheet Number

X-05-3.00



1 Water Pipe - Section @ Monitor
Scale: 1 1/2" = 1'-0"



2 Water Pipe - Section @ Base
Scale: 1 1/2" = 1'-0"

Bart

Exhibition
Design

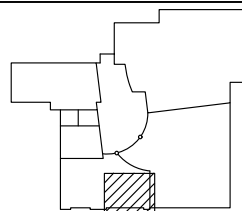
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Drawing Name
Details: Water Pipe

Date
9/9/2022

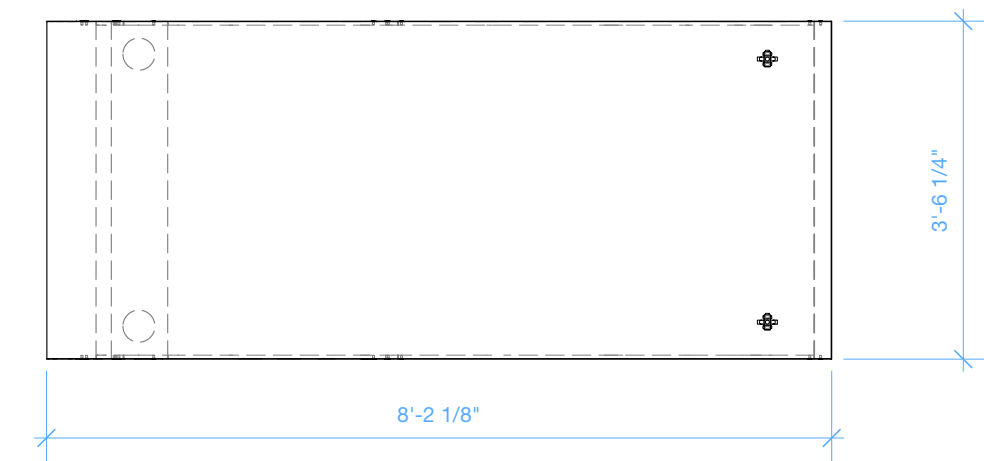
Designer
TW, BH

Scale
As Noted

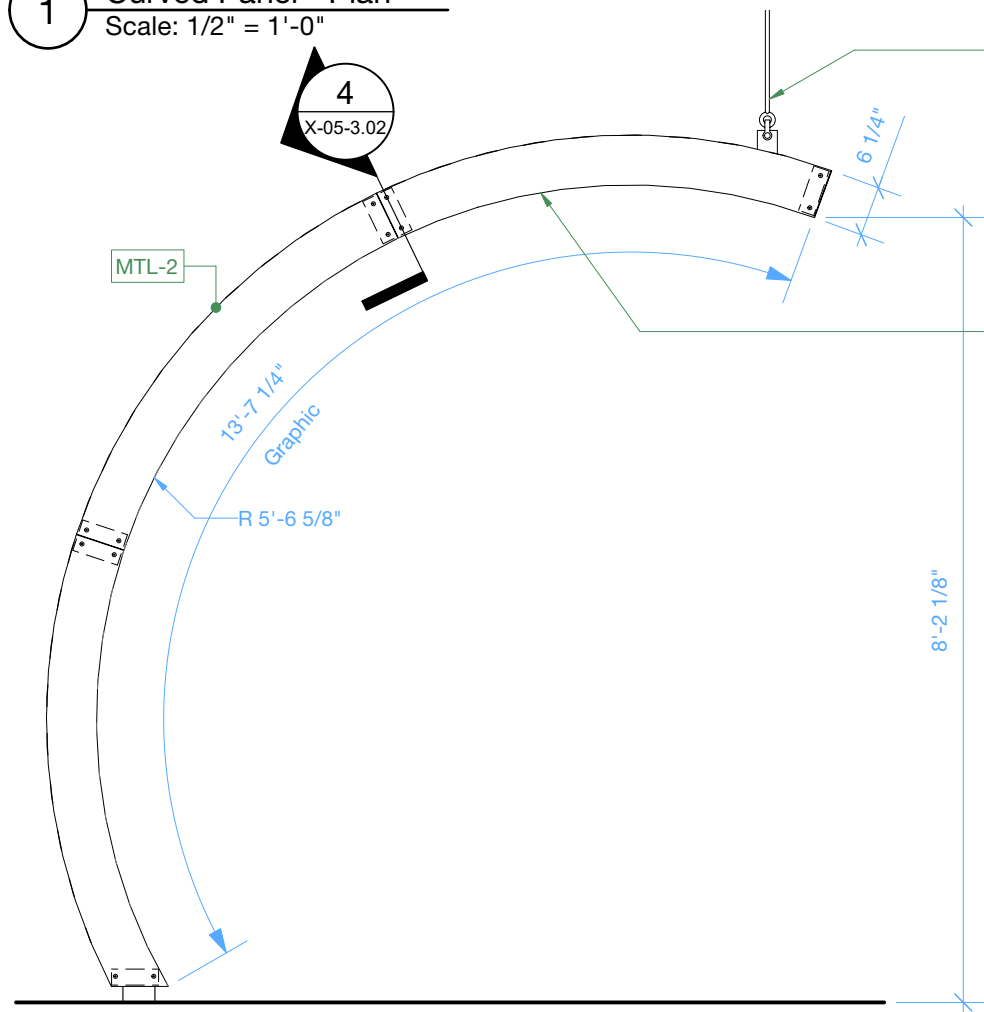
Sheet No.
X-05-3.01

Sheet Number

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1 Curved Panel - Plan
Scale: 1/2" = 1'-0"



2 Curved Panel - Elevation
Scale: 1/2" = 1'-0"

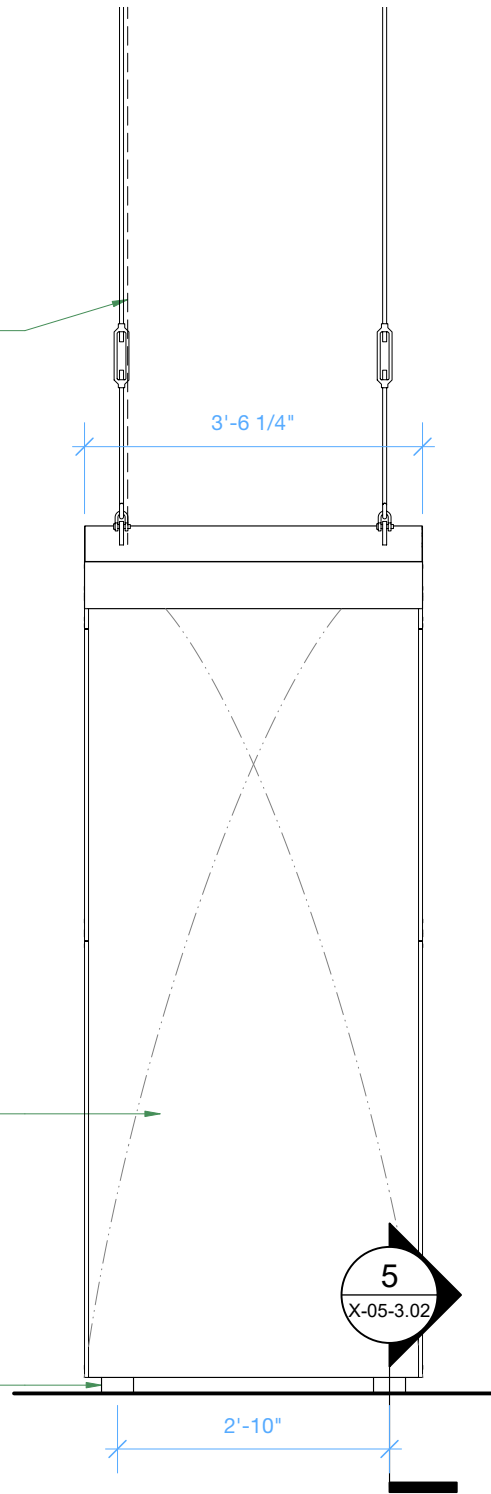
Low voltage power from ceiling along steel rod assembly. Paint black.

Curved panel secured to bldg. ceiling w/ painted steel rod assembly.

Curved frame panels secure graphic in place.

Curved backlit graphic surface.

Round posts at base secure panel to floor.



3 Curved Panel - Elevation
Scale: 1/2" = 1'-0"

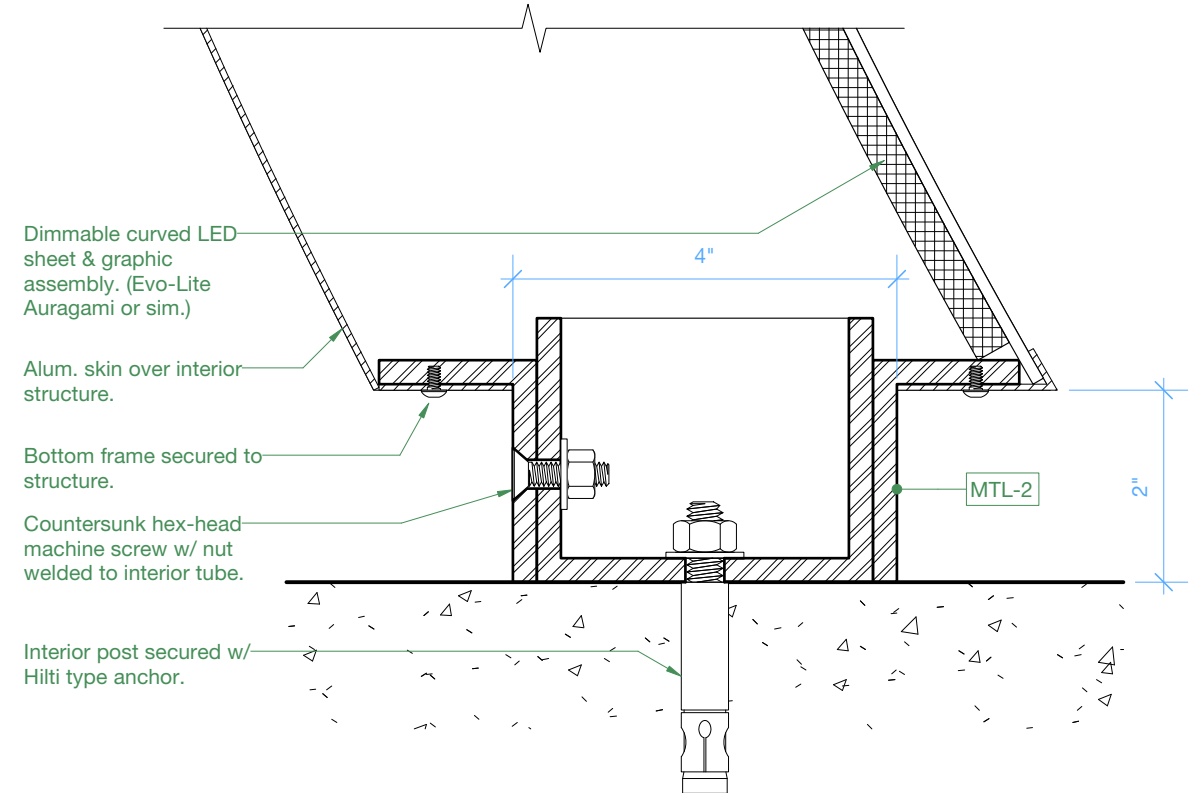
Countersunk s.s. hex-head machine screw.

1/16" tk. curved aluminum frame secured to structure.

Dimmable curved LED sheet & diffuser.

Backlit graphic secured in metal frame.

4 Section Detail @ Edge
Scale: Half Actual Size



5 Section Detail @ Footing
Scale: Half Actual Size

Bart
Exhibition
Design

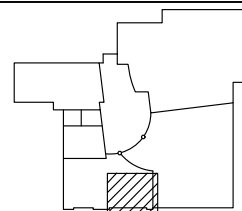
Roseville Utility Exploration Center

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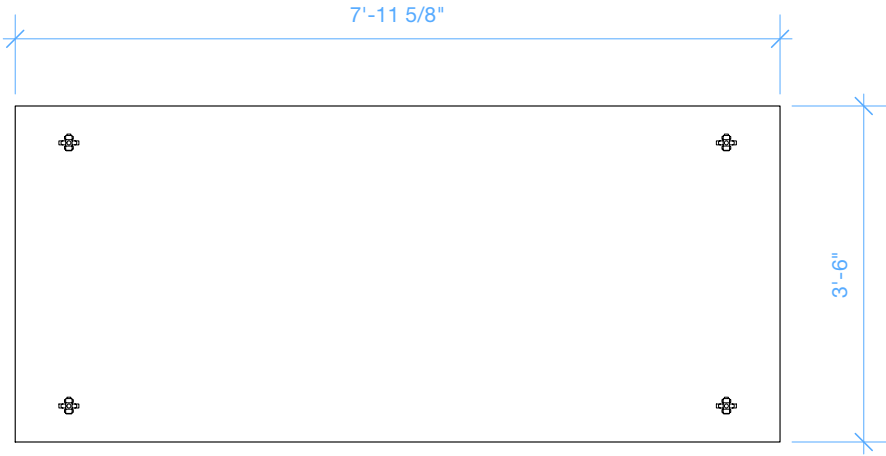
Drawing Name
Details: Backlit Panels

Designer
TW, BH

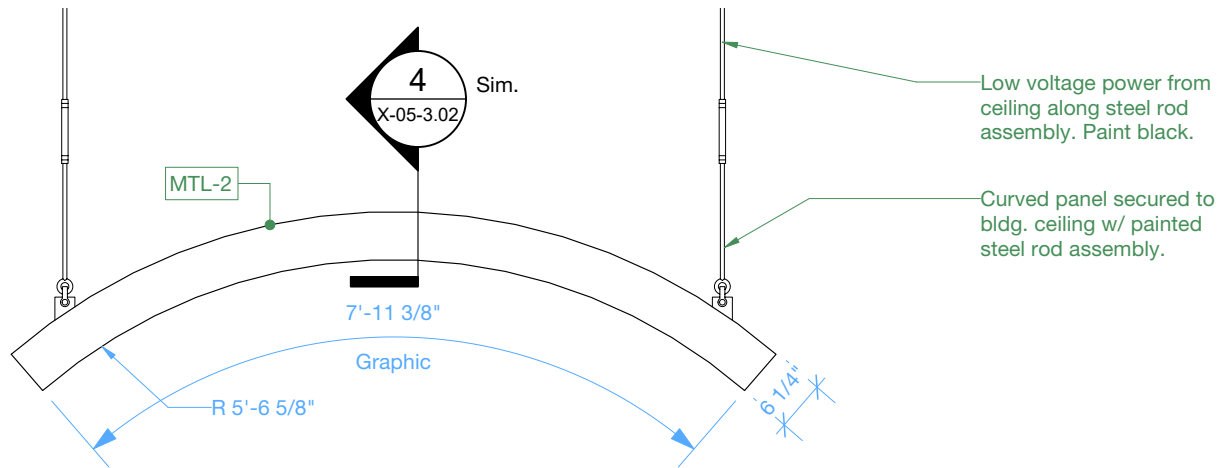
Sheet No.
X-05-3.02

Sheet Number

X-05-3.02



1 Overhead Curved Panel - Plan
Scale: 1/2" = 1'-0"



2 Overhead Curved Panel - Elevation
Scale: 1/2" = 1'-0"

Bart

Exhibition
Design

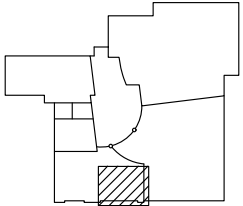
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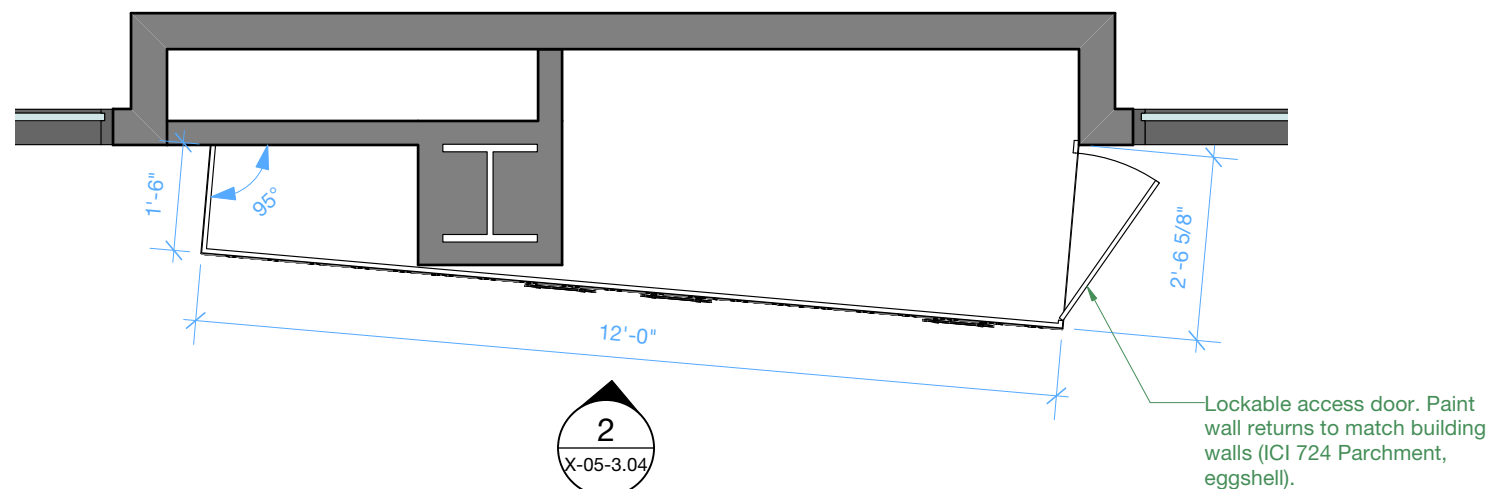
Drawing Name
Details: Overhead Panel

Designer
TW, BH

Sheet No.
X-05-3.03

Sheet Number

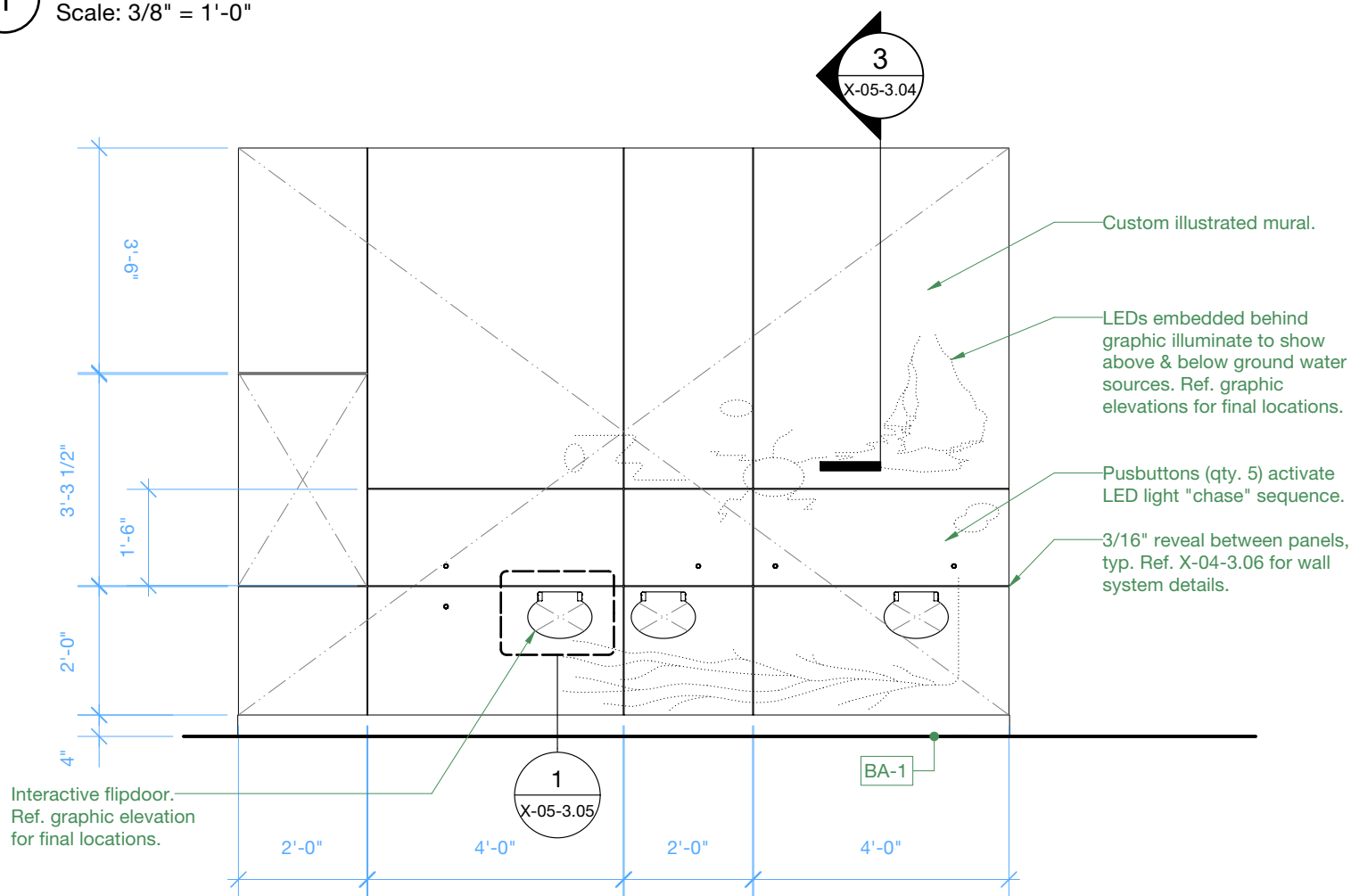
X-05-3.03



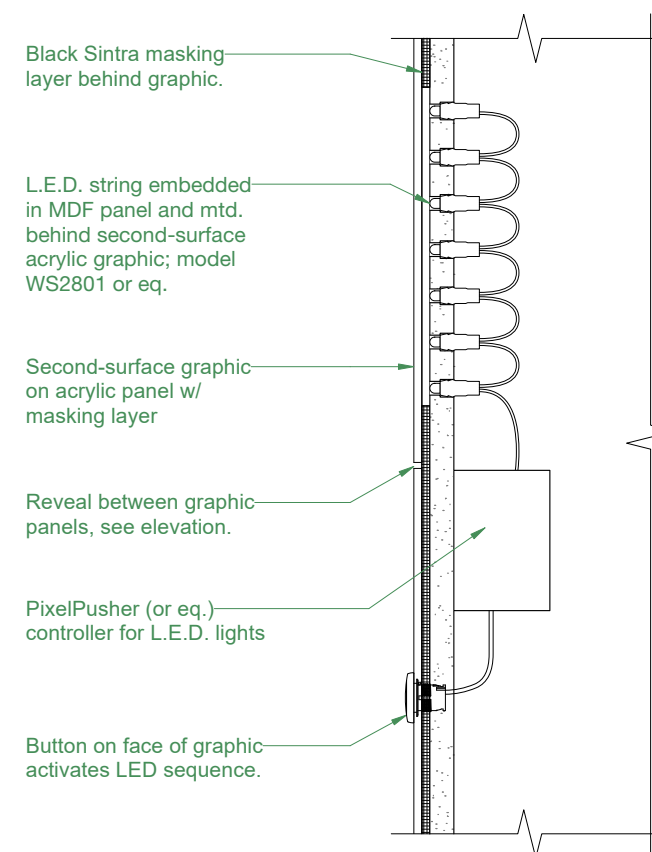
1 WA.04 Water Above, Water Below - Plan
Scale: 3/8" = 1'-0"



4 WA.04 Water Above, Water Below - Ref
Scale: No Scale



2 WA.04 Water Above, Water Below - Elevation
Scale: 3/8" = 1'-0"



3 WA.04 - Section Detail
Scale: 2" = 1'-0"

Bart

Exhibition
Design

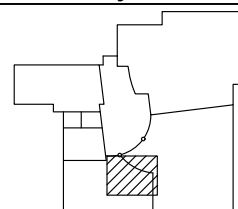
Roseville Utility Exploration Center

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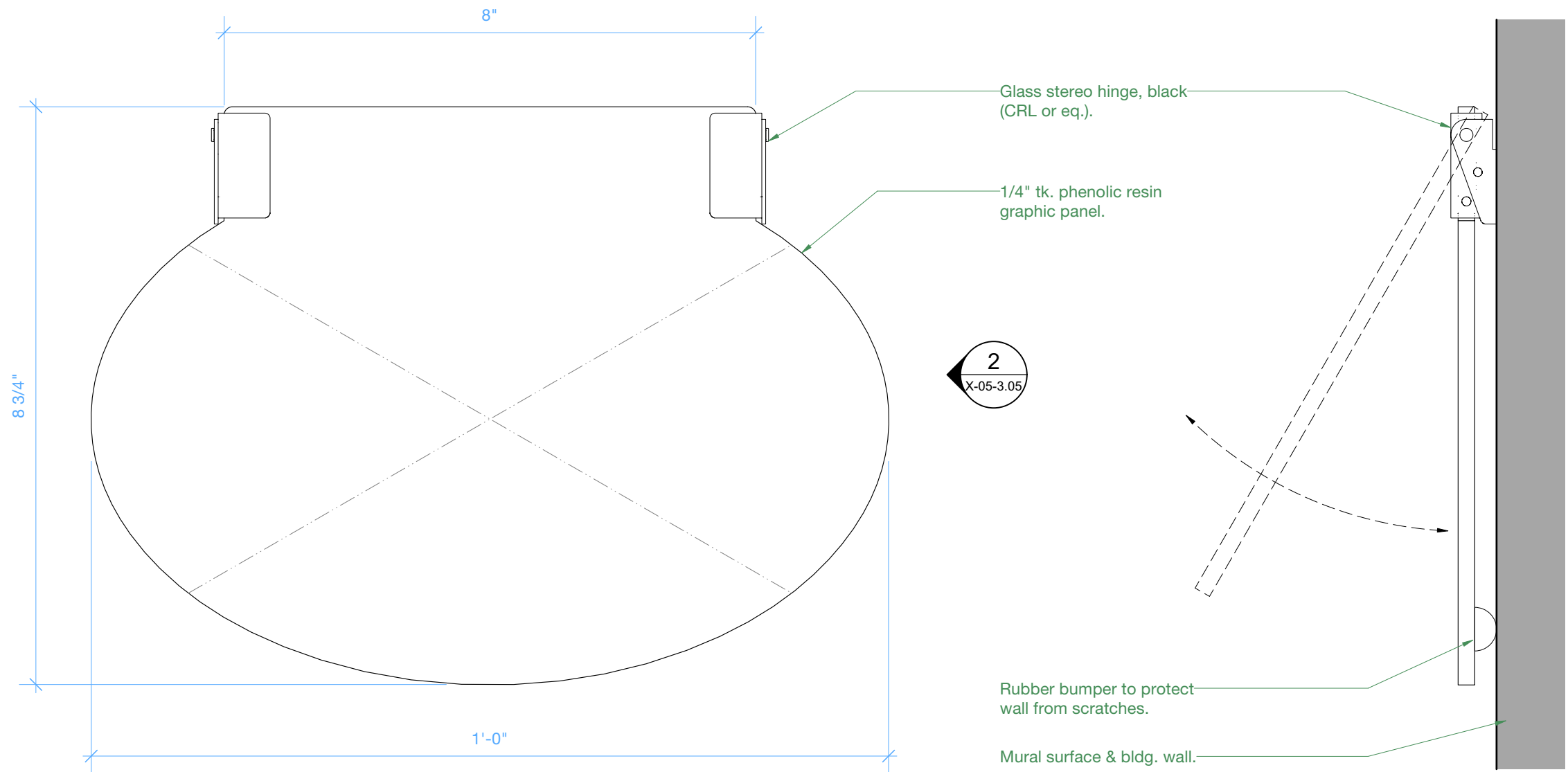
Drawing Name
Details: Water Above/Below

Designer
TW, BH

Sheet No.
X-05-3.04

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1 Flipdoor - Elevation (Front)
Scale: Half Actual Size

2 Flipdoor - Elevation (Side)
Scale: Half Actual Size

Bart

Exhibition
Design

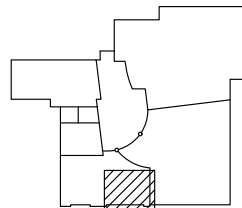
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Drawing Name
Details: Water Flipdoors

Designer
TW, BH

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X-05-3.05

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06. Waste Water

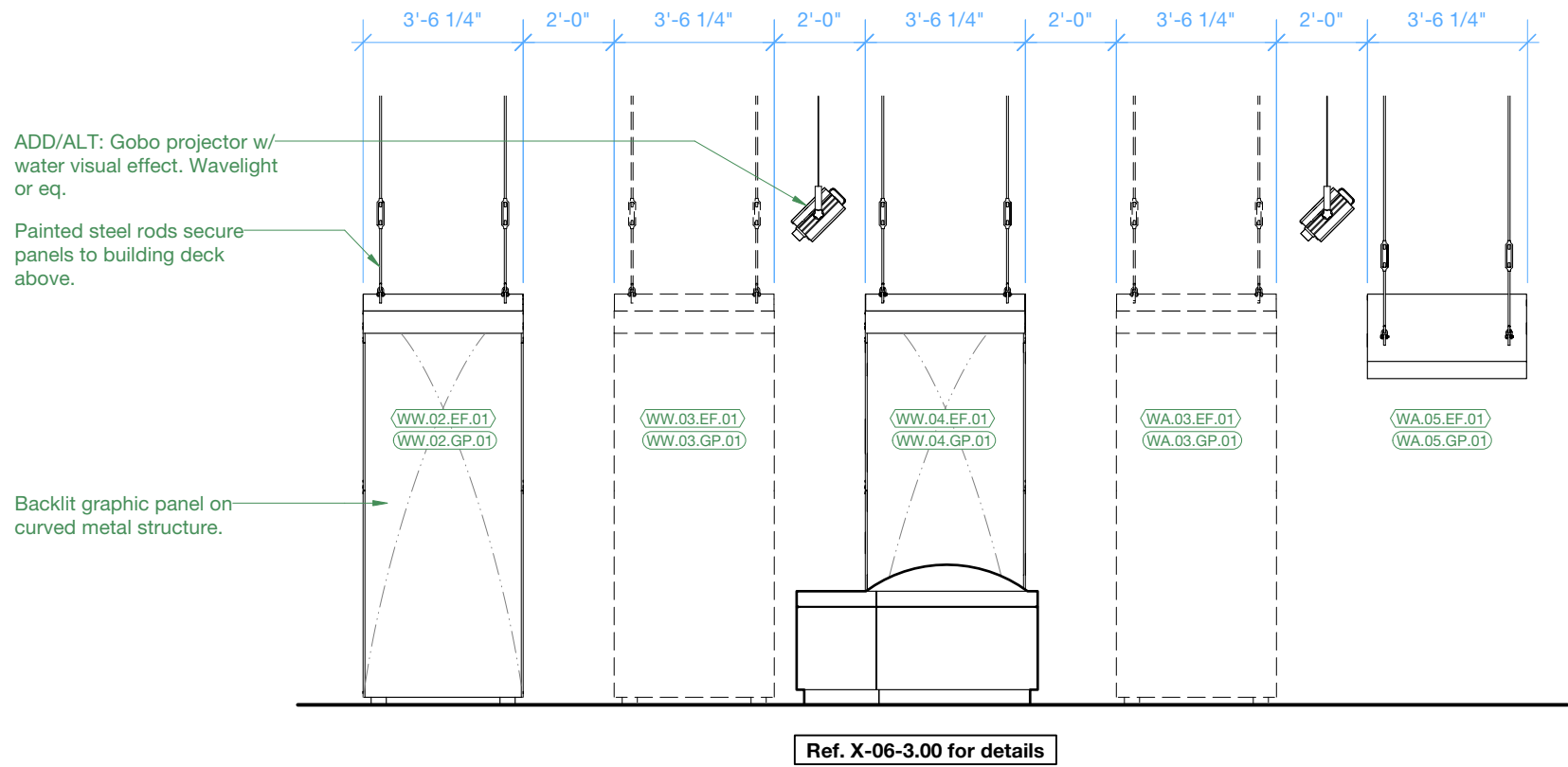


Exhibit Description:

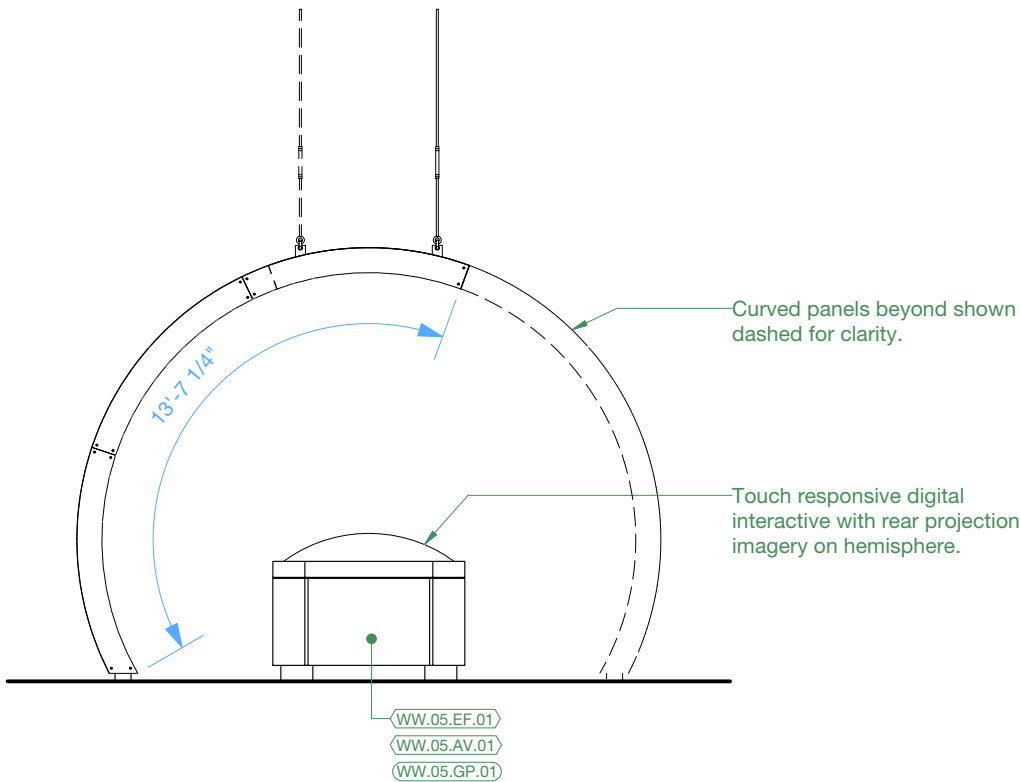
What happens to wastewater after you flush or rinse it down the drain? Here visitors can discover how Roseville treats and cleans its wastewater. At an interactive station, visitors can learn about some of the microbes that clean up the waste.



Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Sheet Number			
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245		City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750			Project Name & No. Roseville Utility Exploration Center Date 9/9/2022 Scale As Noted	Drawing Name Waste Water Concepts Designer TW, BH Sheet No. X-06-2.00	X-06-2.00	
					9/9/2022 Issued for bid				

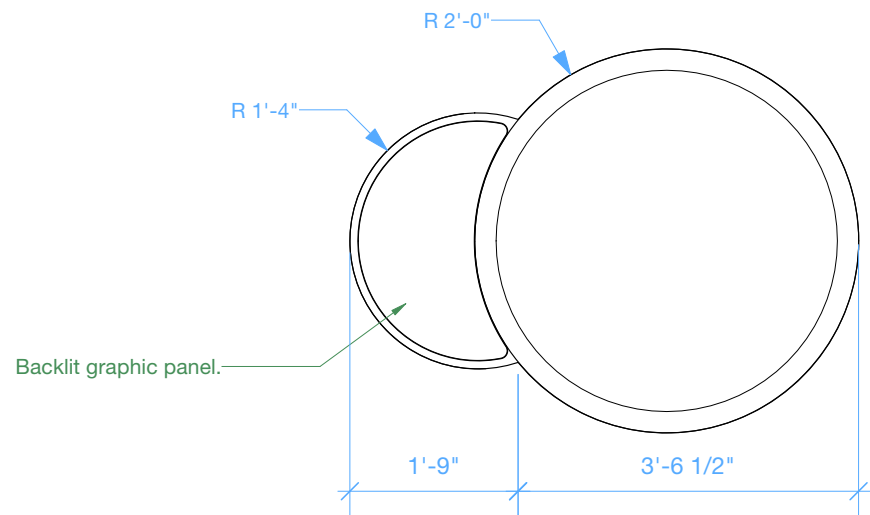


1 06 Waste Water - Elevation
Scale: 1/4" = 1'-0"

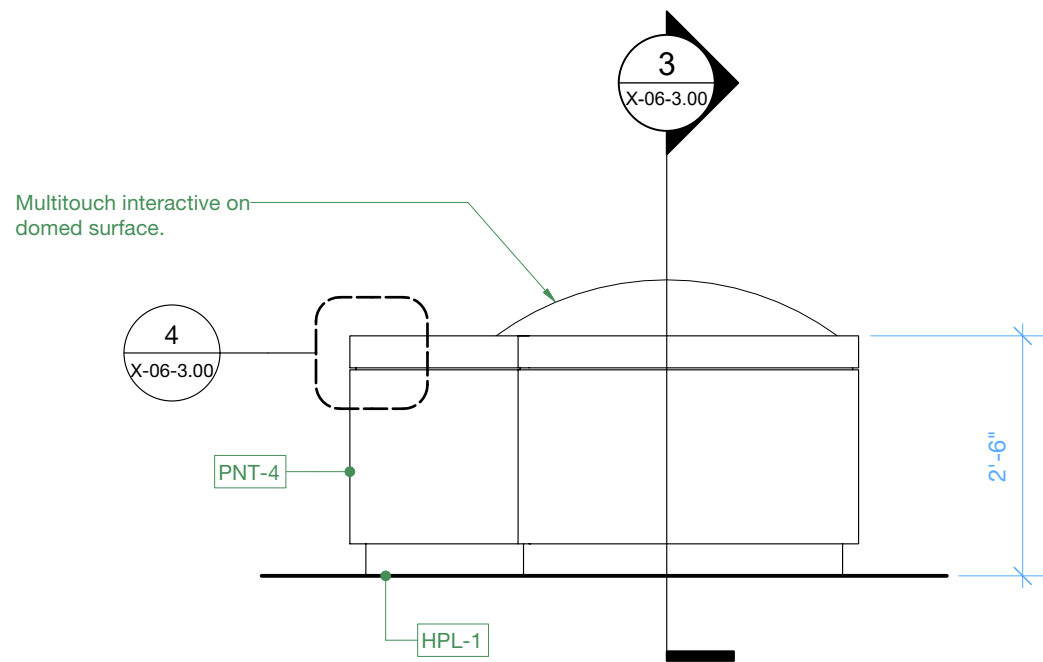


2 06 Waste Water - Elevation
Scale: 1/4" = 1'-0"

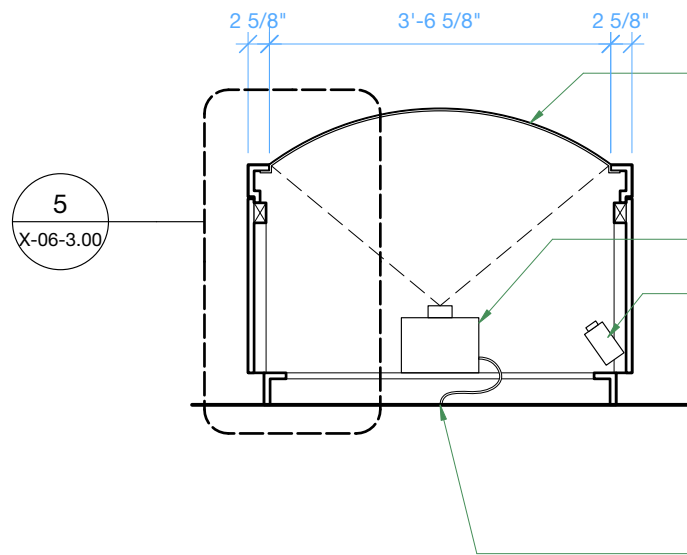
Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Project Name & No. Roseville Utility Exploration Center	Drawing Name Elevations: Waste Water	Sheet Number X-06-2.01
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245	City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750			9/9/2022 Issued for bid	Date 9/9/2022	Designer TW, BH	
						Scale As Noted	Sheet No. X-06-2.01	



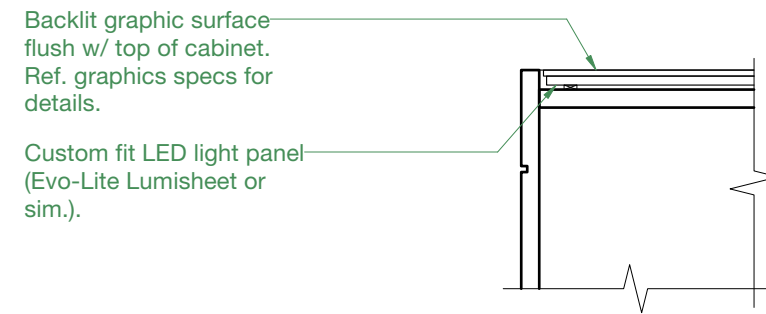
1 WW.05 Meet the Microbes - Plan
Scale: 1/2" = 1'-0"



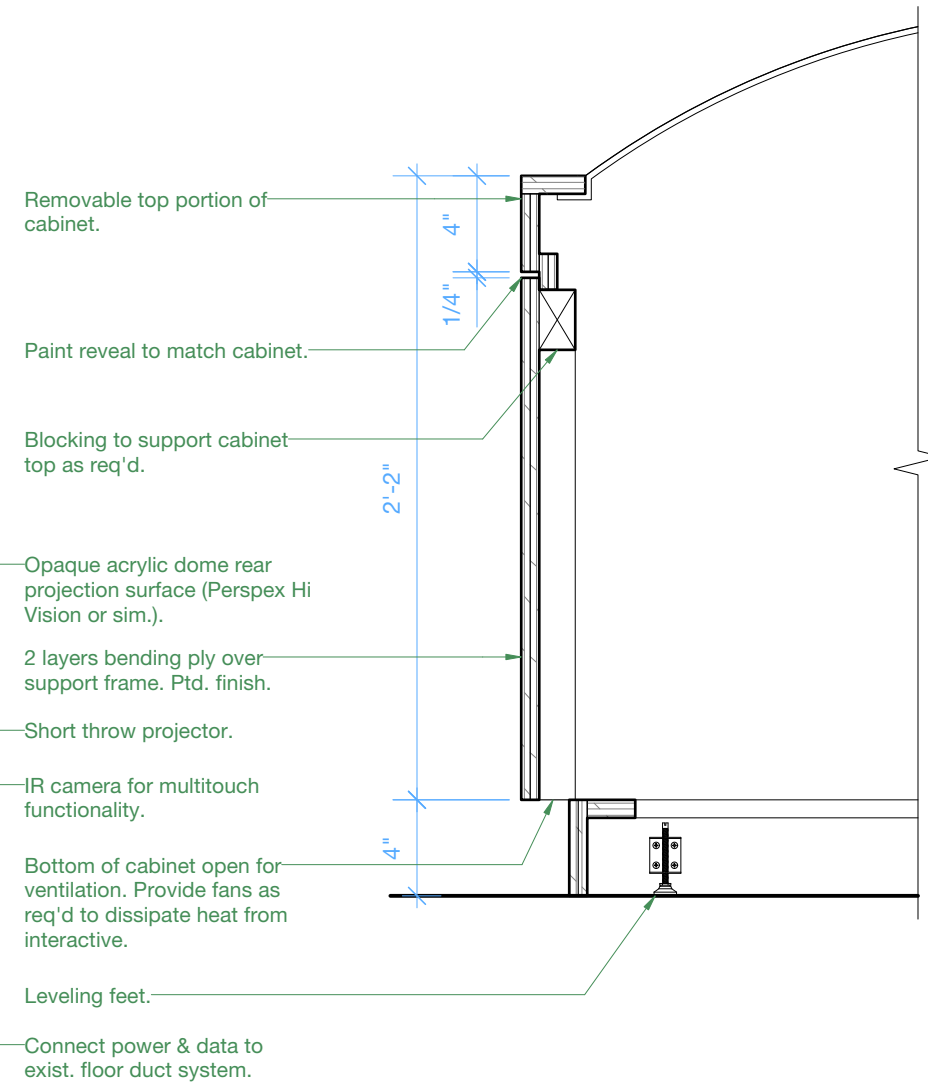
2 WW.05 Meet the Microbes - Elevation
Scale: 1/2" = 1'-0"



3 WW.05 Meet the Microbes - Section
Scale: 1/2" = 1'-0"



4 Meet the Microbes - Detail @ Graphic
Scale: 1 1/2" = 1'-0"



5 Meet the Microbes - Section Detail
Scale: 1 1/2" = 1'-0"

Bart

Exhibition
Design

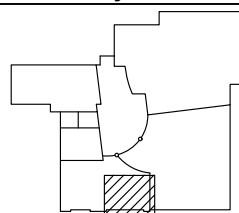
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Scale
As Noted

Drawing Name
Details: Meet the Microbes

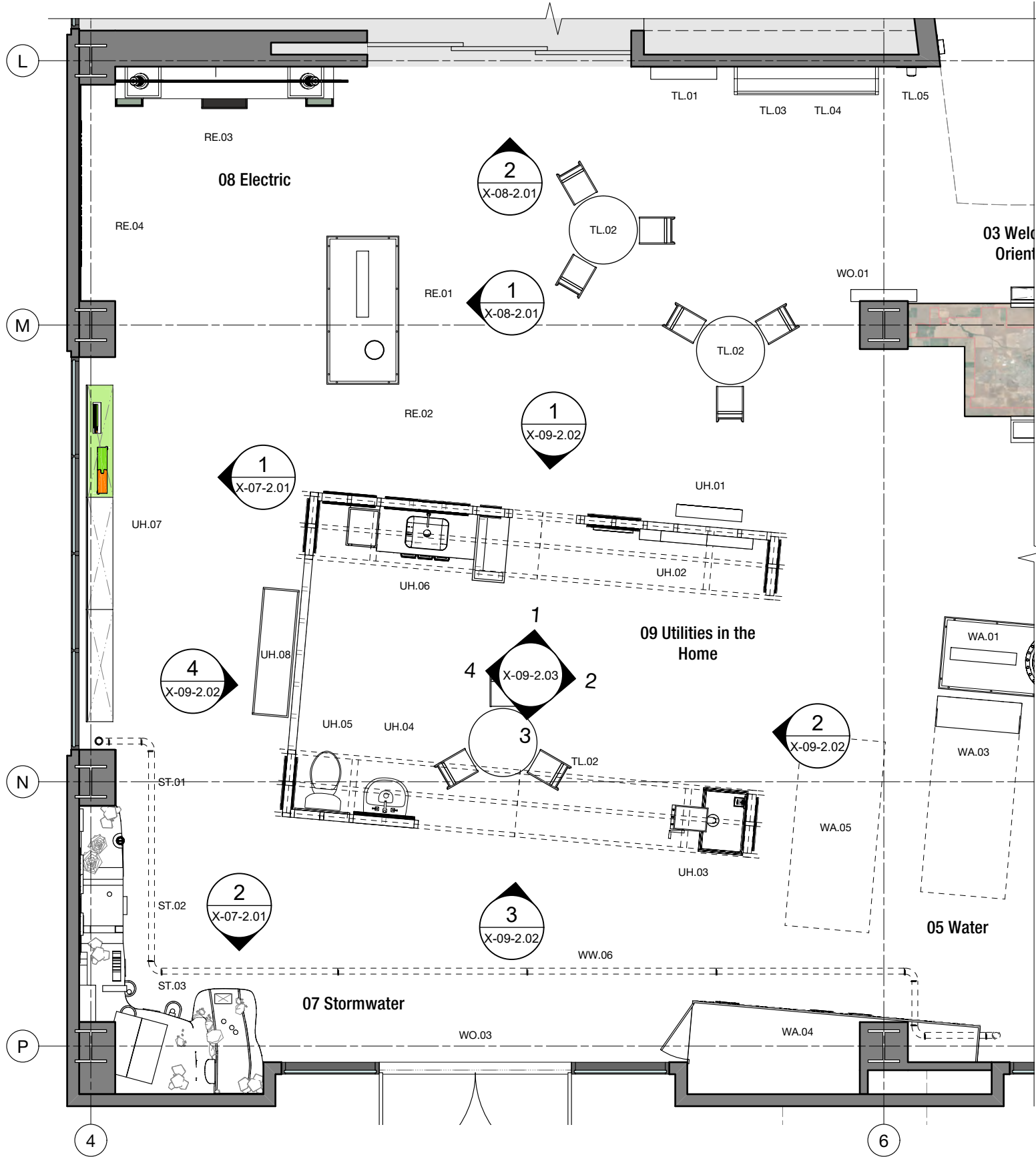
Designer
TW, BH

Sheet No.
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1 Exploration Center - Partial Plan
07 Stormwater thru 10 Tech Lab Scale: 3/16" = 1'-0"



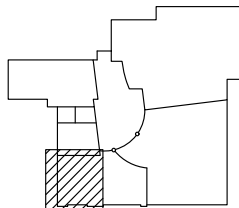
Bart

Exhibition
Design

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9/9/2022

Scale
As Noted

Drawing Name
Partial Plan: Areas 07 thru 10

Designer
TW, BH

Sheet No.
X-07-1.00

Sheet Number

X-07-1.00

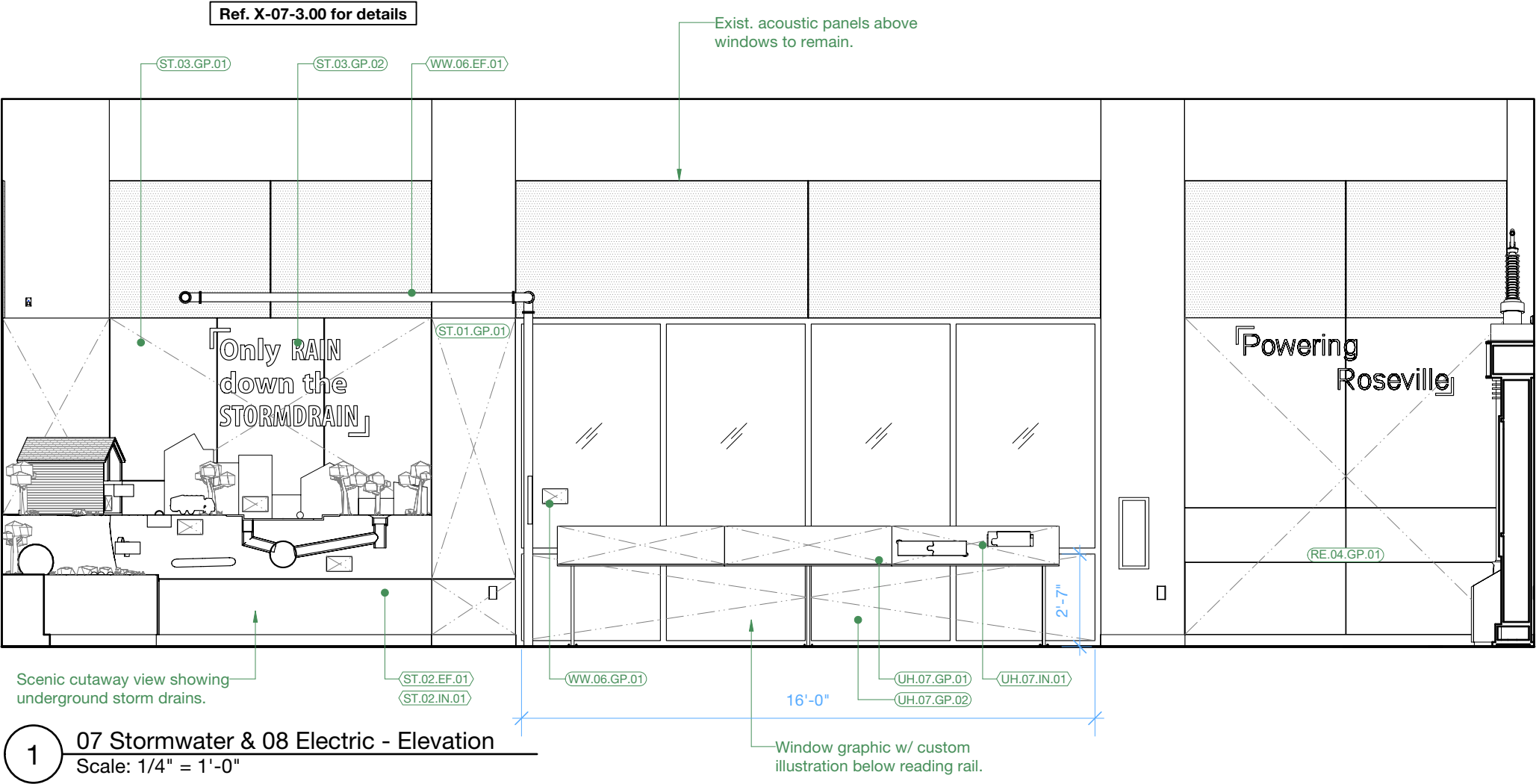
07. Stormwater



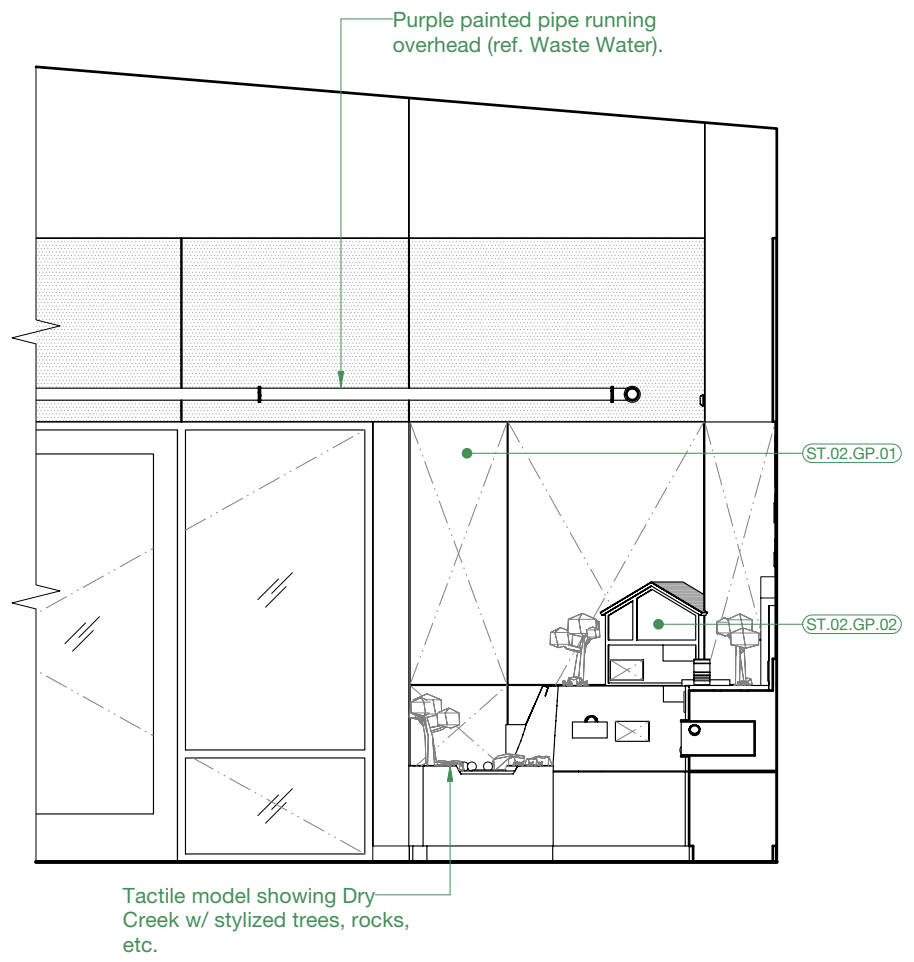
Exhibit Description:

The third utility in the water story is stormwater. Unlike the other two, stormwater is not treated—it’s everything that flows from the gutters and storm drains into the creeks and watershed. In this exhibit—located with a view to the garden outside—visitors can learn about their watershed.

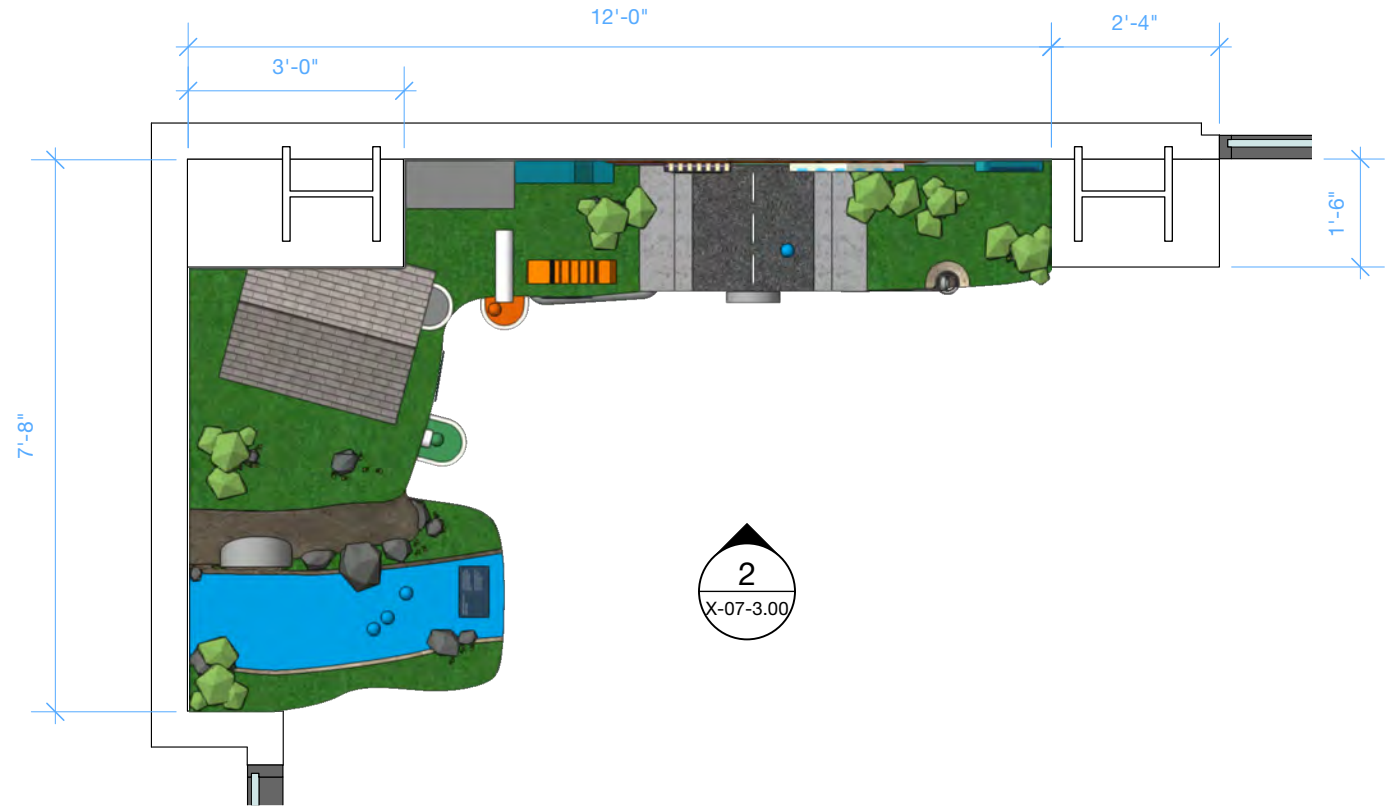
Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Project Name & No. Roseville Utility Exploration Center	Drawing Name Stormwater Concept Drawings	Sheet Number X-07-2.00
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245					Date 9/9/2022	Designer TW, BH	
	City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750				9/9/2022 Issued for bid	Scale As Noted	Sheet No. X-07-2.00	



1 07 Stormwater & 08 Electric - Elevation
Scale: 1/4" = 1'-0"

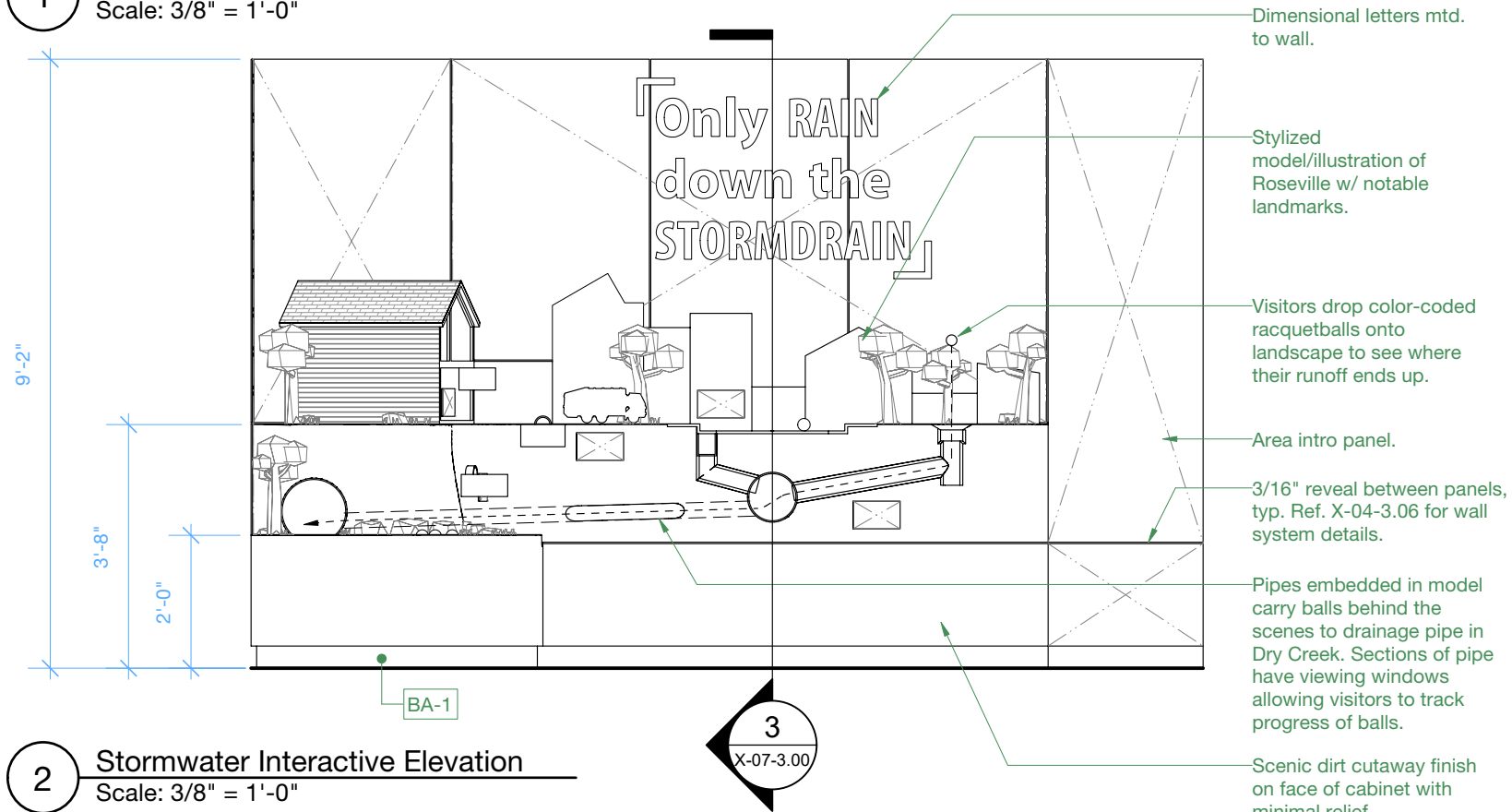


2 07 Stormwater - Elevation
Scale: 1/4" = 1'-0"

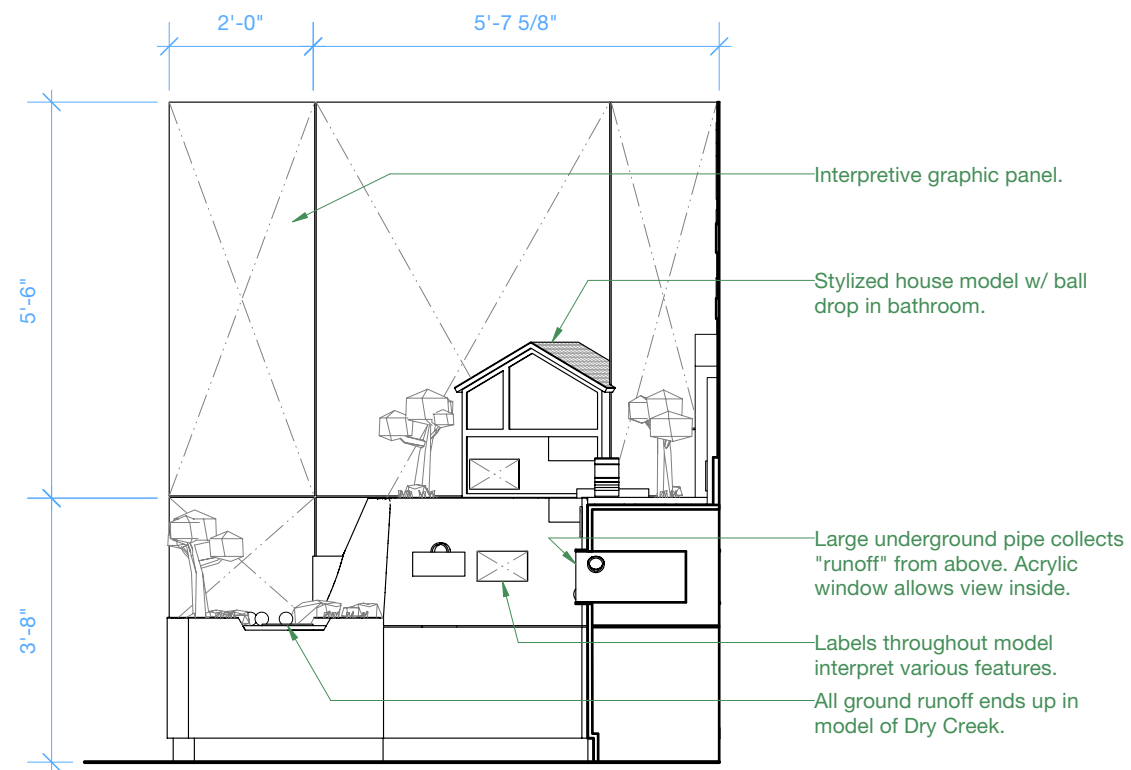


4 Stormwater Interactive - Reference
Scale: No scale

1 Stormwater Interactive Plan
Scale: 3/8" = 1'-0"



2 Stormwater Interactive Elevation
Scale: 3/8" = 1'-0"



3 Stormwater Interactive - Section
Scale: 3/8" = 1'-0"

Bart

Exhibition
Design

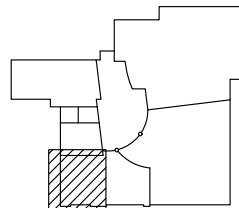
Roseville Utility Exploration Center

Final Design Bid Docs

Bart Hays Exhibition Design
1041 Morse Drive
Pacific Grove, CA 93950
612.423.5245

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916.746.1750

Key Plan



Revisions

9/9/2022 Issued for bid

Project Name & No.
Roseville Utility Exploration Center

Date
9/9/2022

Scale
As Noted

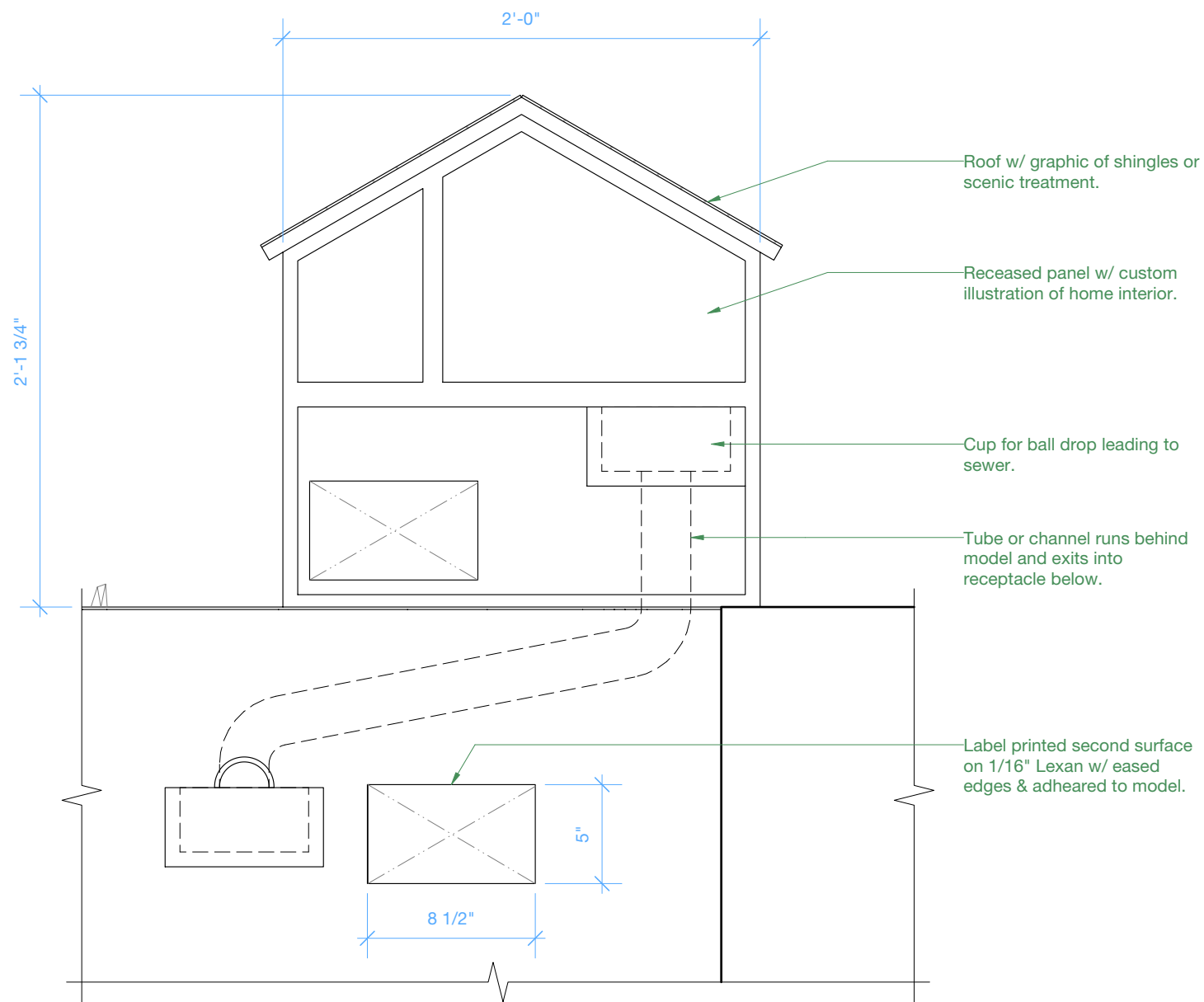
Drawing Name
Details: Only Rain Interactive

Designer
TW, BH

Sheet No.
X-07-3.00

Sheet Number

X-07-3.00



1 House Model - Detail
Scale: 1 1/2" = 1'-0"



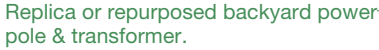
NOTE: Scenic trees, grasses, and rocks should appear geometric and "low poly" with hard edges. Paint with solid colors.

2 Scenic Props - Reference Images
Scale: No Scale

Racquette Ball Inventory				
Proposed Product	Quantity on display	Quantity for reserve	Total	
Blue	18	36	54	
Green	8	16	24	
Red or Orange	8	16	24	

NOTE: Selected product should be solid color and free of branding/marks.

08. Electric

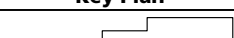


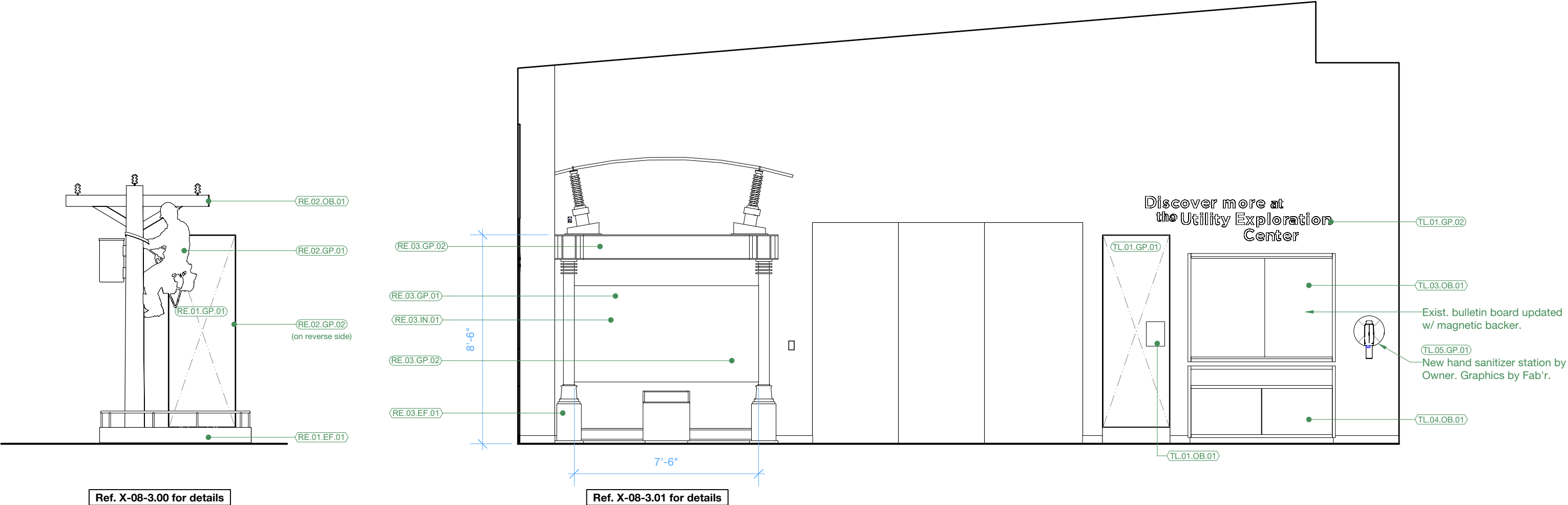
—Area intro panel introducing visitors to Roseville Electric.

Entrance to Technology Lab.

Exhibit Description:

The final utility section of the exhibition tells the story of electricity. Roseville is unique in the region in that it both purchases and produces its electricity—the city’s reliability and low rates are directly connected with the planning and work the utility does every day.

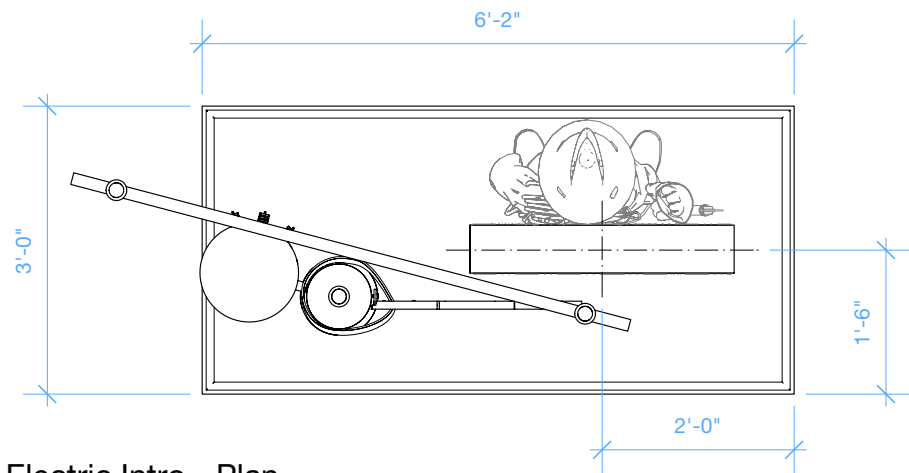
Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Sheet Number	
						Project Name & No. Roseville Utility Exploration Center	Drawing Name Electric Concept Drawings
						Date 9/9/2022	Designer TW, BH
						Scale As Noted	Sheet No. X-08-2.00



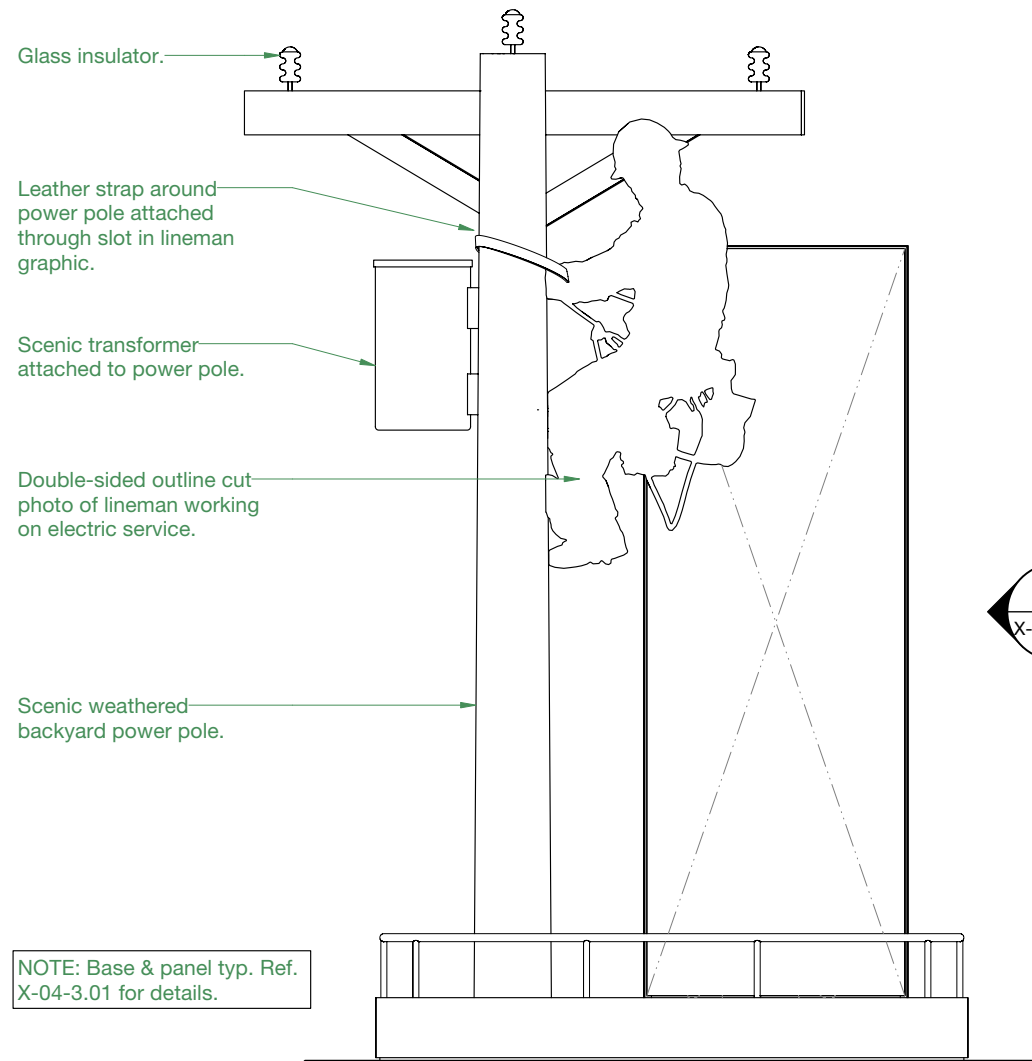
1 08 Electric - Elevation
Scale: 1/4" = 1'-0"

2 08 Electric - Elevation
Scale: 1/4" = 1'-0"

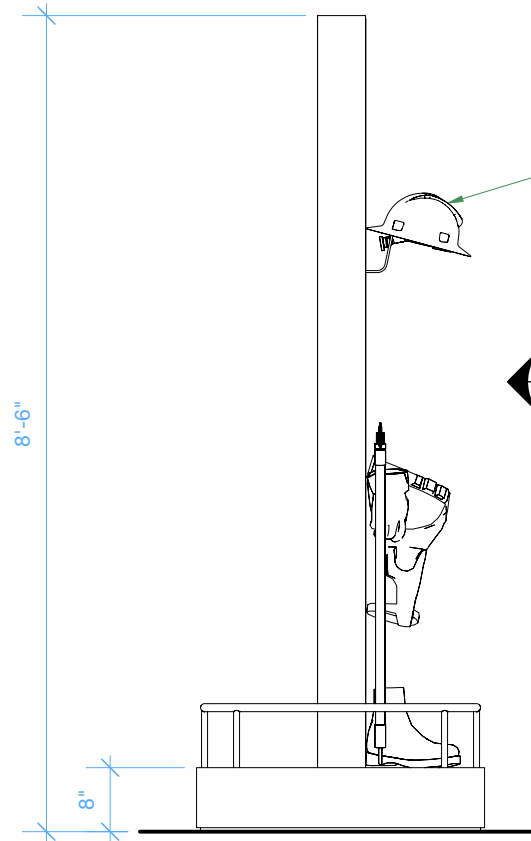
Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Sheet Number		
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245	City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750			9/9/2022 Issued for bid	Project Name & No. Roseville Utility Exploration Center Date 9/9/2022 Scale As Noted	Drawing Name Elevations: Electric Designer TW, BH Sheet No. X-08-2.01	X-08-2.01



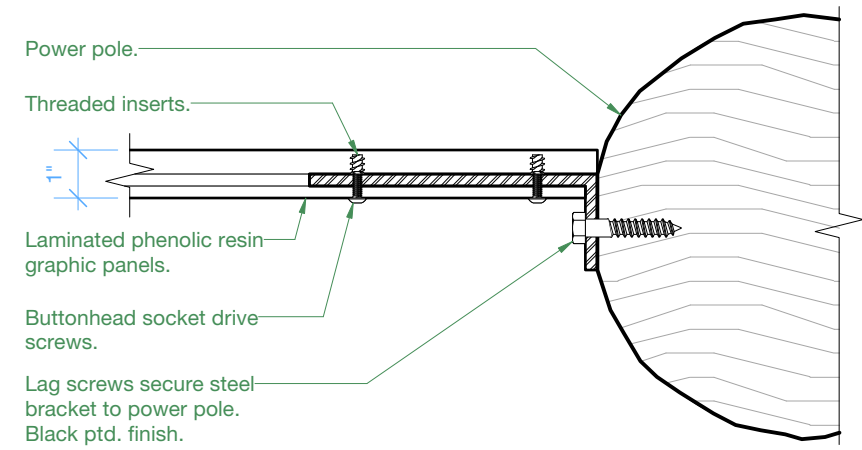
1 Electric Intro - Plan
Scale: 1/2" = 1'-0"



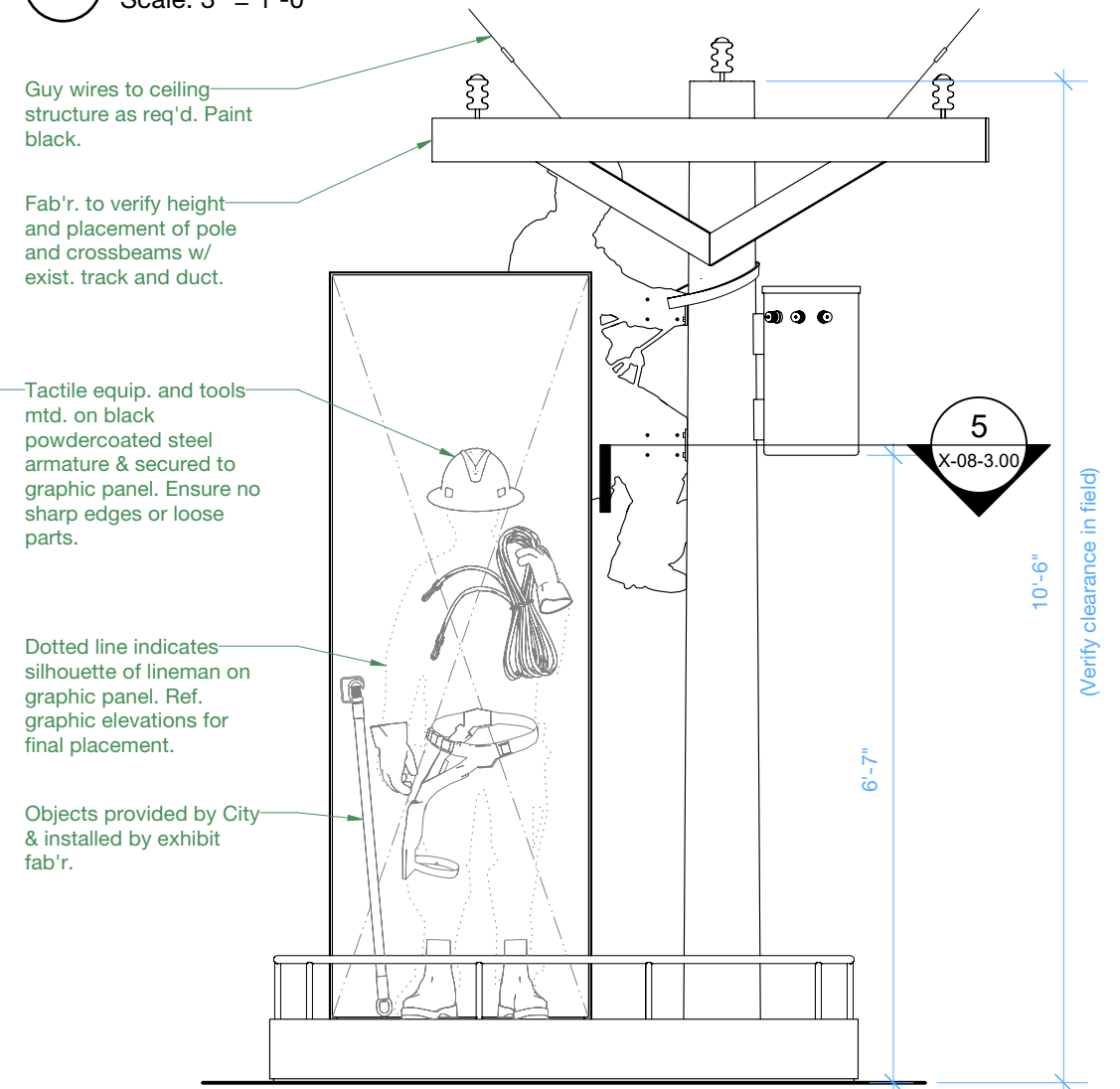
2 Electric Intro - Elevation
Scale: 1/2" = 1'-0"



3 Electric Intro - Elevation
Scale: 1/2" = 1'-0"



5 Cutout Figure - Section Detail @ Bracket
Scale: 3" = 1'-0"



4 Electric Intro - Elevation
Scale: 1/2" = 1'-0"

Bart

Exhibition
Design

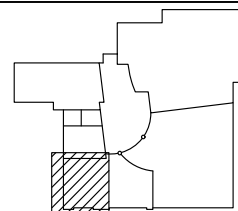
Roseville Utility Exploration Center

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Project Name & No.
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Date
9/9/2022

Scale
As Noted

Drawing Name
Details: Electric Intro

Designer
TW, BH

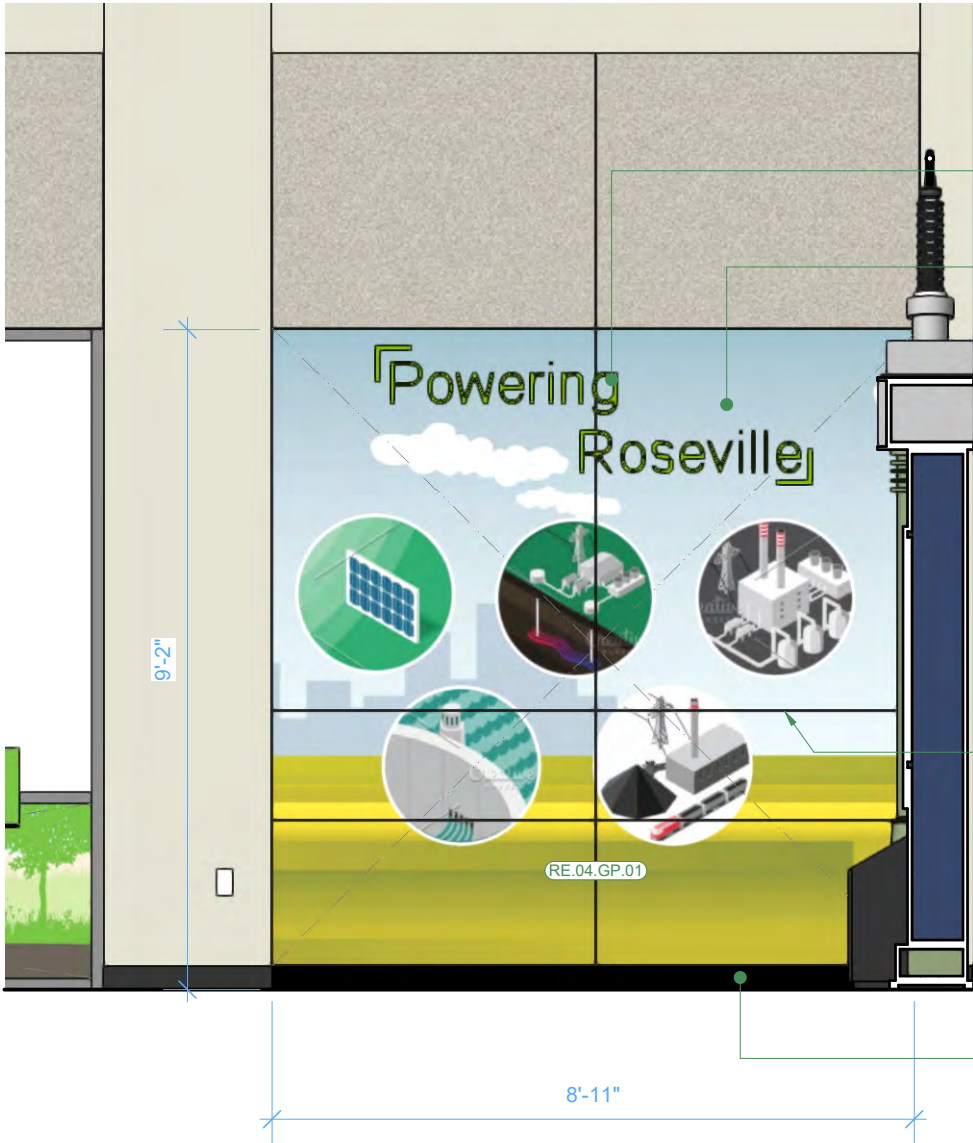
Sheet No.
X-08-3.00

Sheet Number

X-08-3.00

Exhibit Description:

The final utility section of the exhibition tells the story of electricity. Roseville is unique in the region in that it both purchases and produces its electricity— the city’s reliability and low rates are directly connected with the planning and work the utility does every day.



3 Elevation
Scale: 3/8" = 1'-0"

Dimentional Letters

Mural

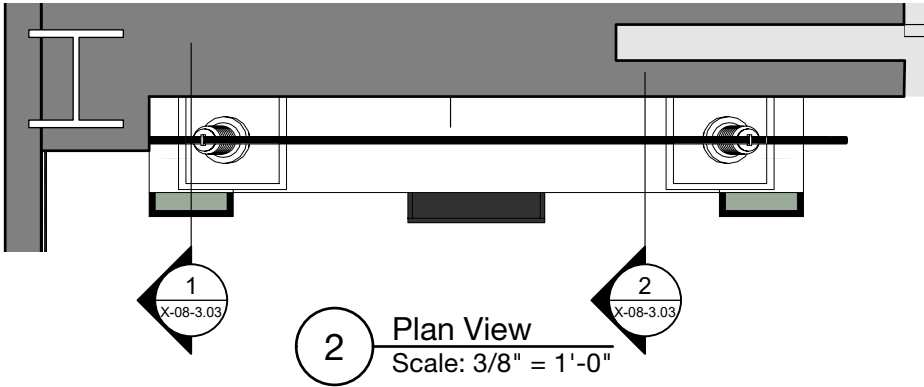
"Power Plant" and high tension lines are printed graphics.

~10" digital displays to provide "real time" status to visitors.

3/16" reveal between panels, typ. Ref. X-04-3.06 for wall system details.

Separate focus panel mounted to face of graphic.

Wall Base



1 Powering Roseville Interactive
Scale: 3/8" = 1'-0"

Faux insulators and wire

New faux columns, wall panels and headers

Cables with metal ends connect substations to Neighborhoods via rare earth magnets embedded in panel.

Storage for extra wires
Variety of different lengths

Bart

Exhibition
Design

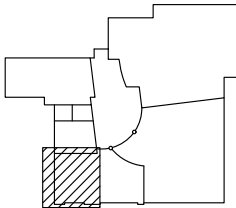
Roseville Utility Exploration Center

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Roseville Utility Exploration Center

Date
9/9/2022

Scale
As Noted

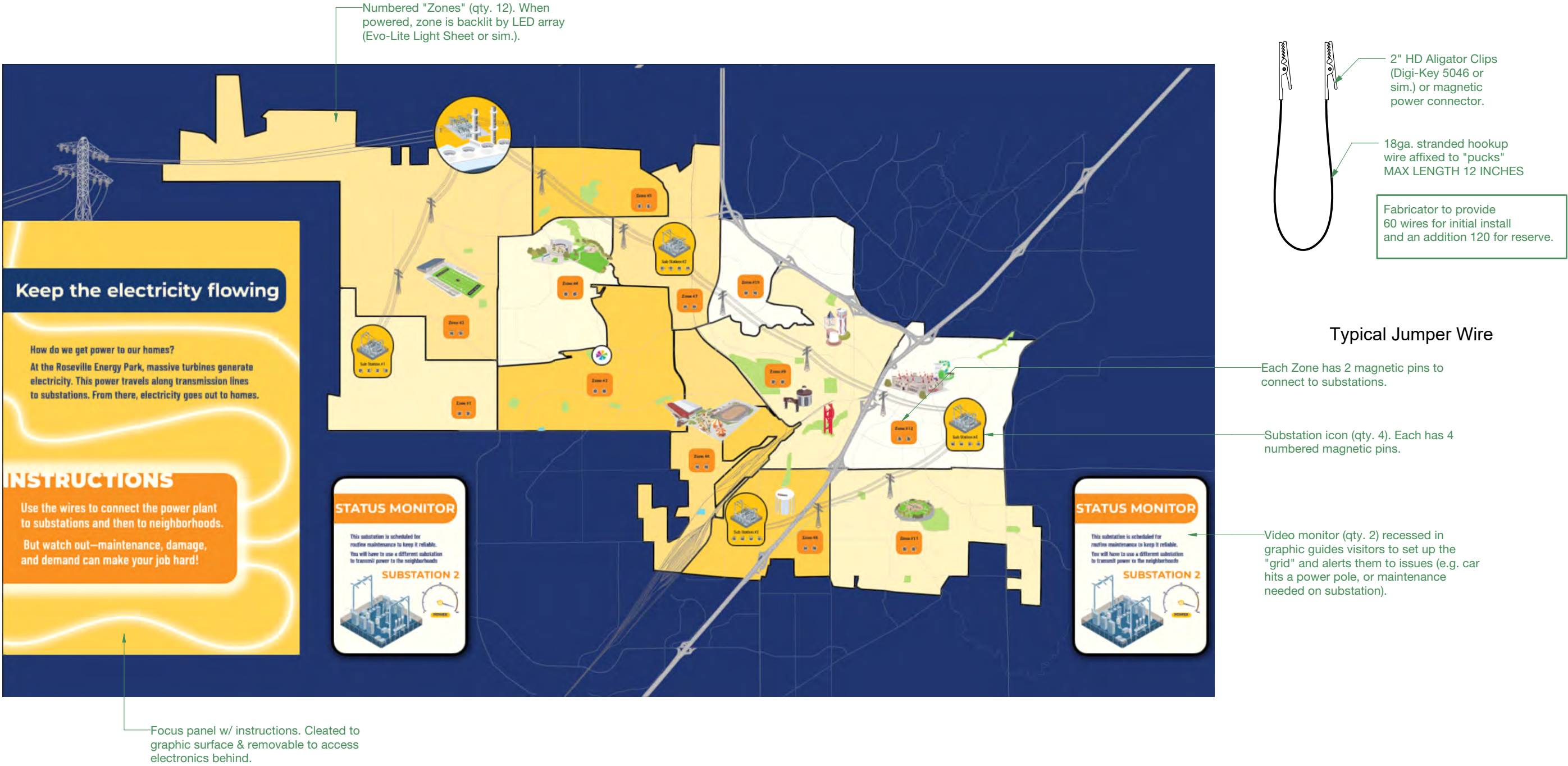
Drawing Name
Details: Powering Roseville

Designer
TW, BH

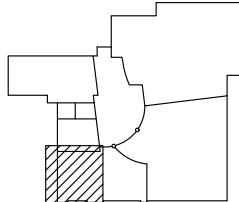
Sheet No.
X-08-3.01

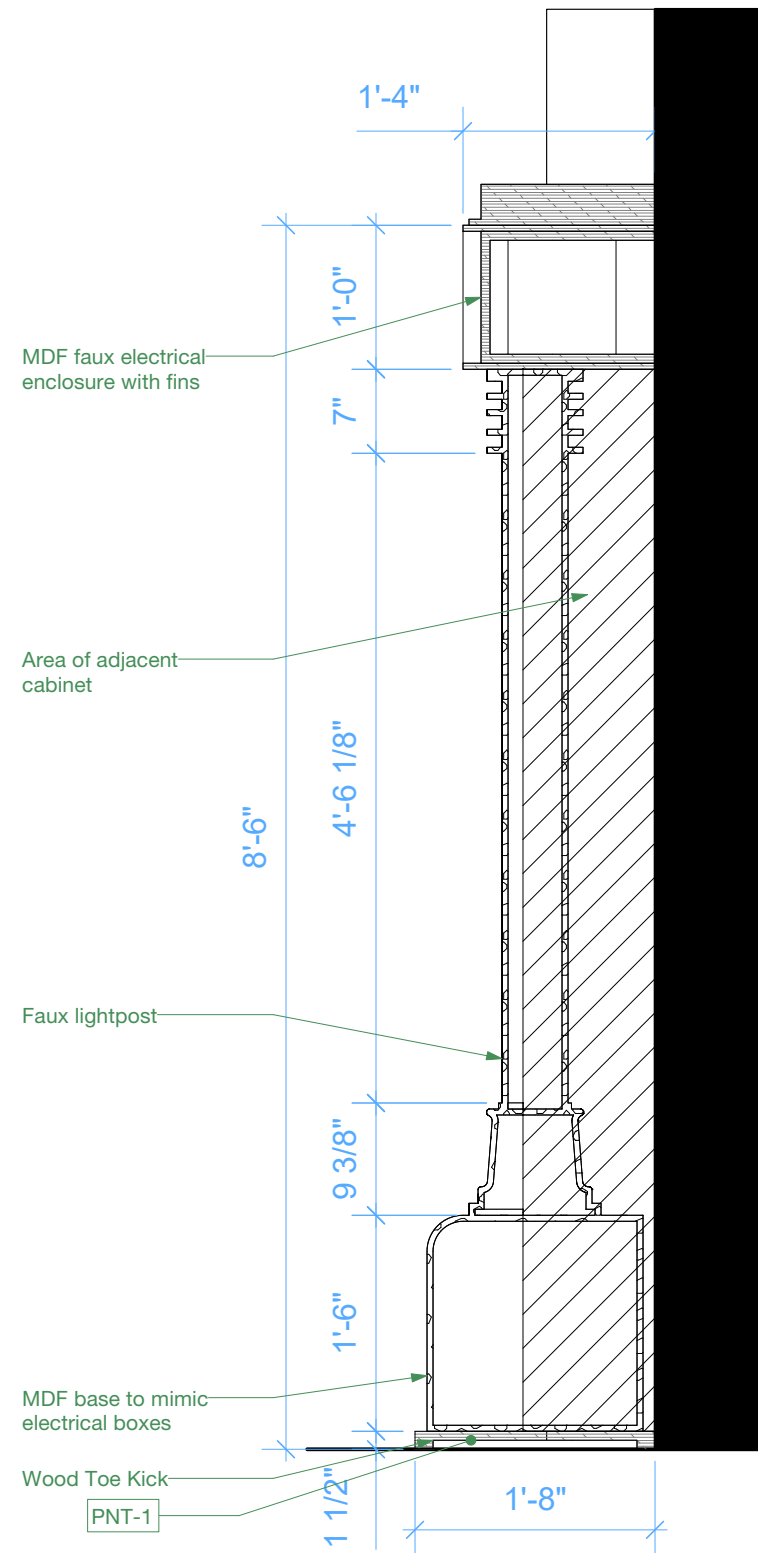
Sheet Number

X-08-3.01

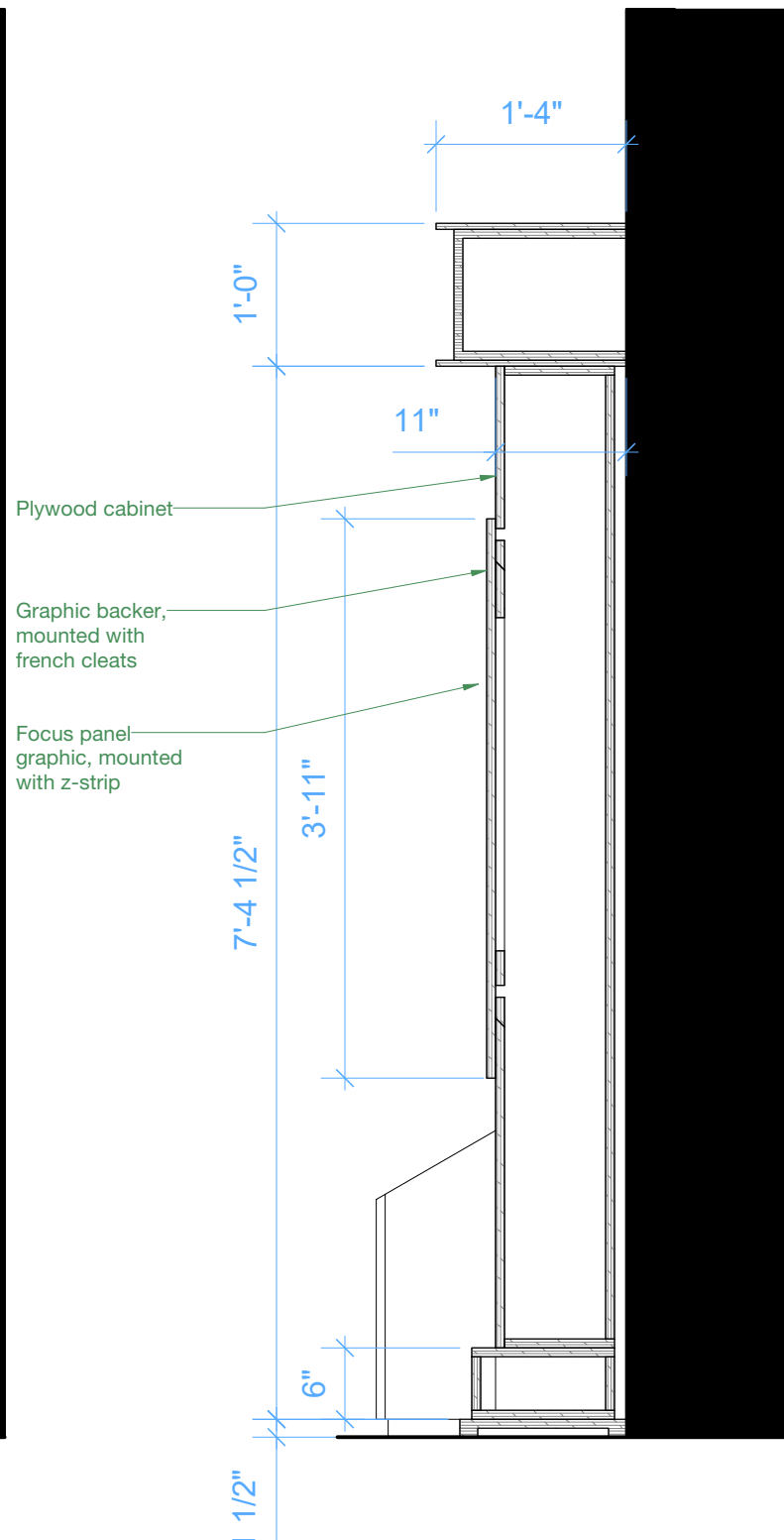


1 Powering Roseville Interactive
Scale: 1 1/2" = 1'-0"

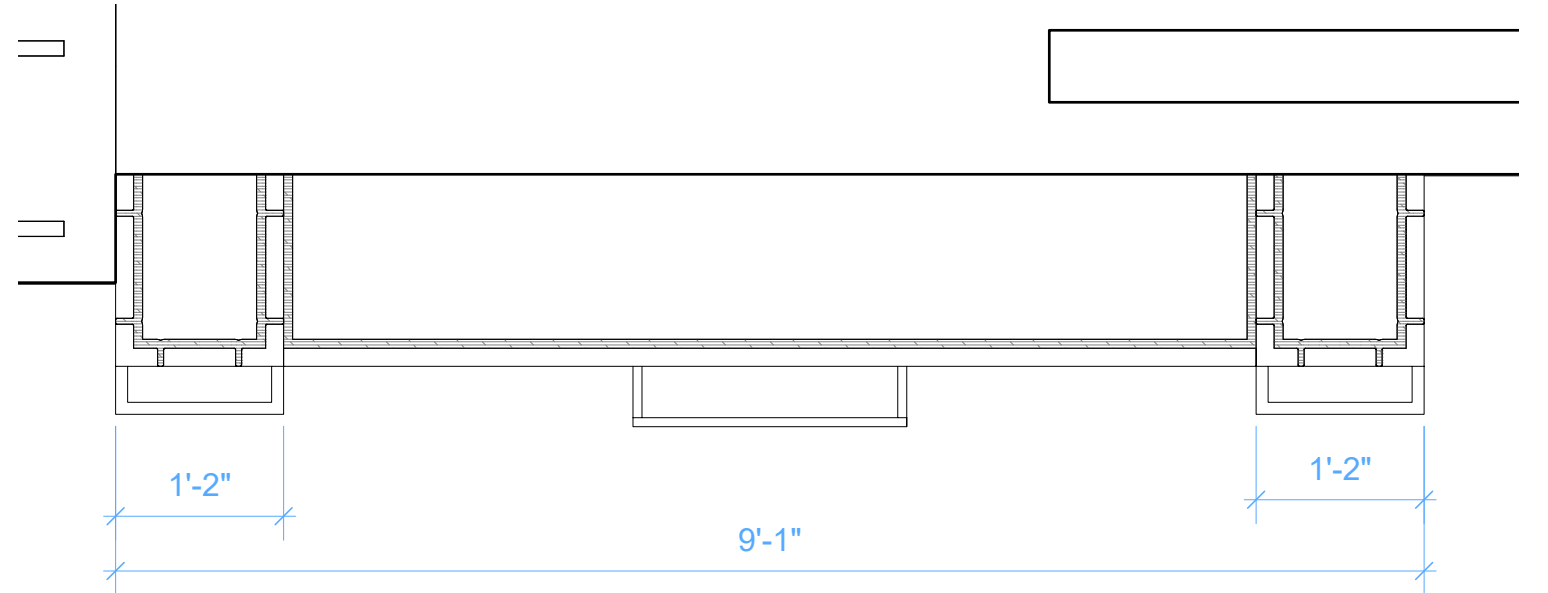
Bart	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Sheet Number	
						Project Name & No. Roseville Utility Exploration Center	Drawing Name Details: Powering Roseville
Exhibition Design	Bart Hays Exhibition Design		City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750			Date 9/9/2022	Designer TW, BH
	1041 Morse Drive Pacific Grove, CA 93950 612.423.5245					Scale As Noted	Sheet No. X-08-3.02
					9/9/2022 Issued for bid	X-08-3.02	



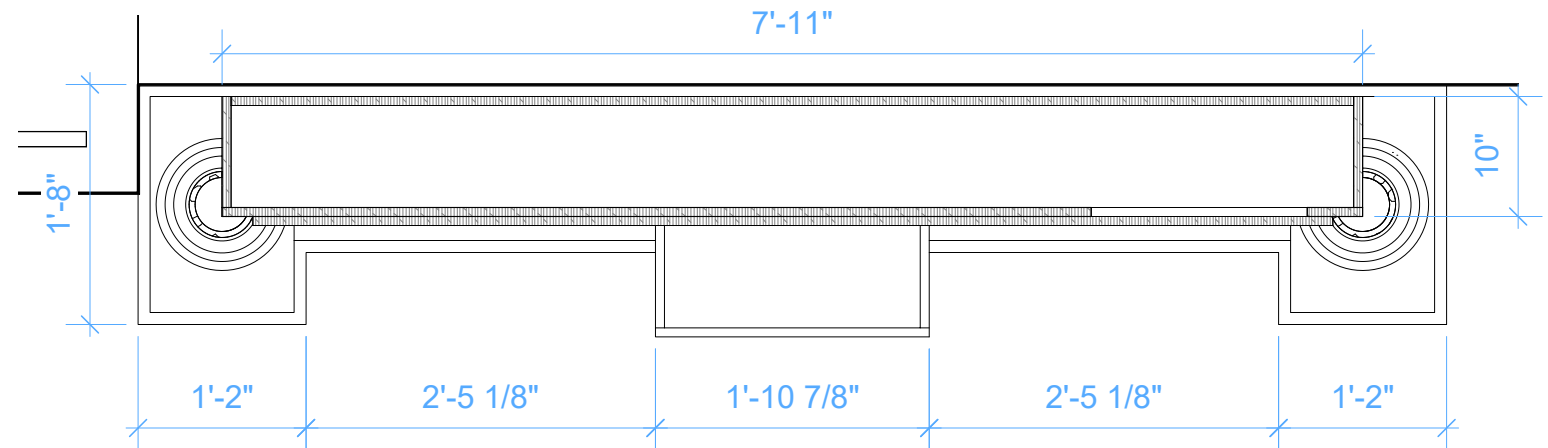
1 Section thru column
Scale: 3/4" = 1'-0"



2 Section thru cabinet
Scale: 3/4" = 1'-0"



4 Section at header
Scale: 3/4" = 1'-0"



3 Section at cabinet
Scale: 3/4" = 1'-0"

Bart

Exhibition
Design

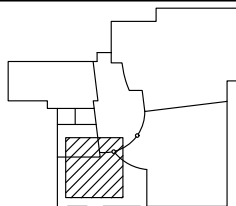
Roseville Utility Exploration Center

Final Design Bid Docs

Bart Hays Exhibition Design
1041 Morse Drive
Pacific Grove, CA 93950
612.423.5245

City of Roseville
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Key Plan



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Project Name & No.
Roseville Utility Exploration Center

Date
9/9/2022

Scale

Drawing Name
Details: Powering Roseville

Designer
TW, BH

Sheet No.
X-08-3.03

Sheet Number

X-08-3.03

09. Utilities in the Home



Exhibit Description:

This section of the exhibit brings the utilities home—literally! The Green House frames will be repurposed and reused to create a home environment that visitors can explore and interact with through low-tech interactives.



Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Project Name & No. Roseville Utility Exploration Center		Drawing Name Utilities in the Home Concepts	Sheet Number X-09-2.00
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245	City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750			9/9/2022 Issued for bid	Date 9/9/2022	Scale As Noted	Designer TW, BH	

09. Utilities in the Home

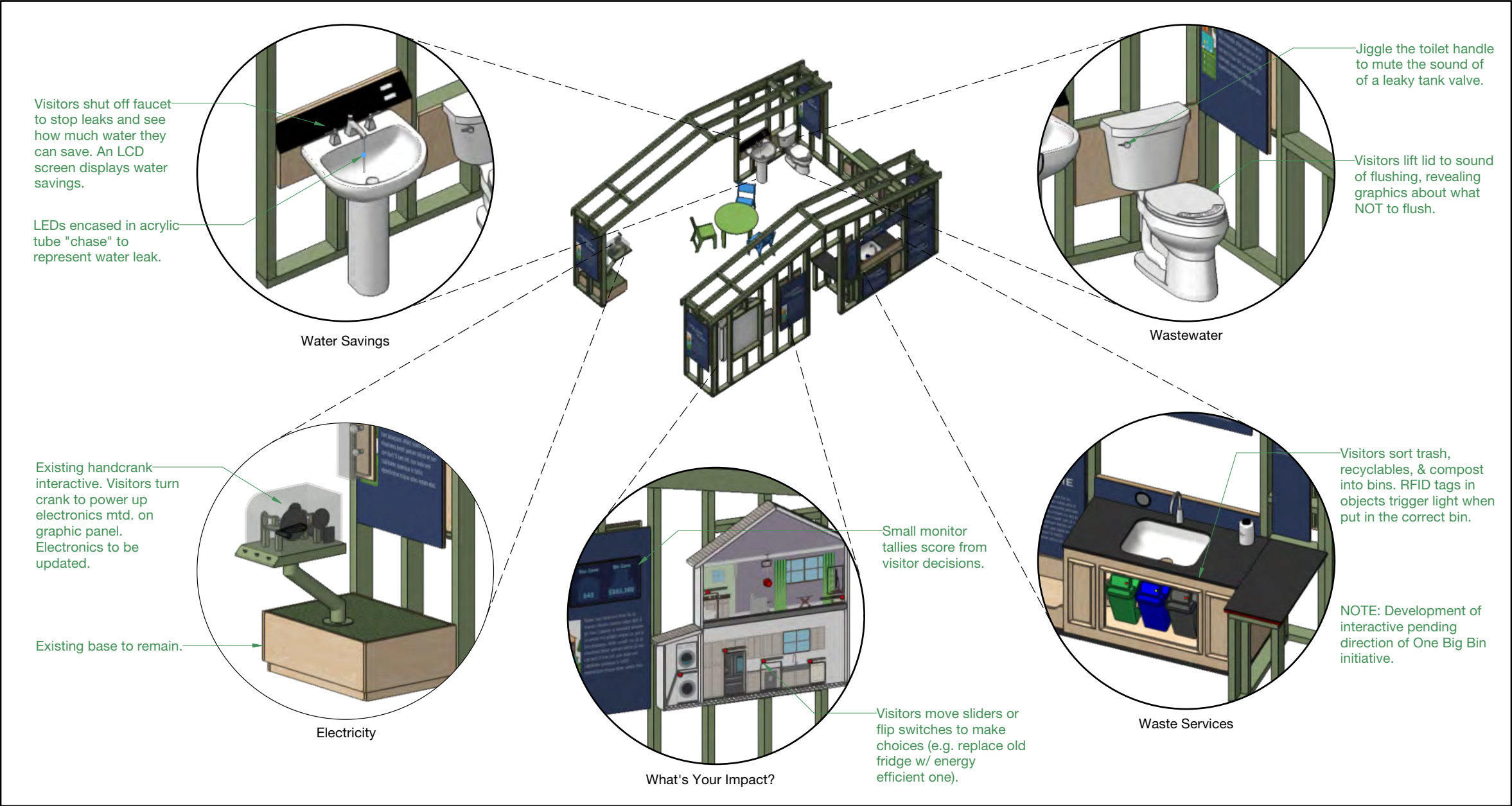
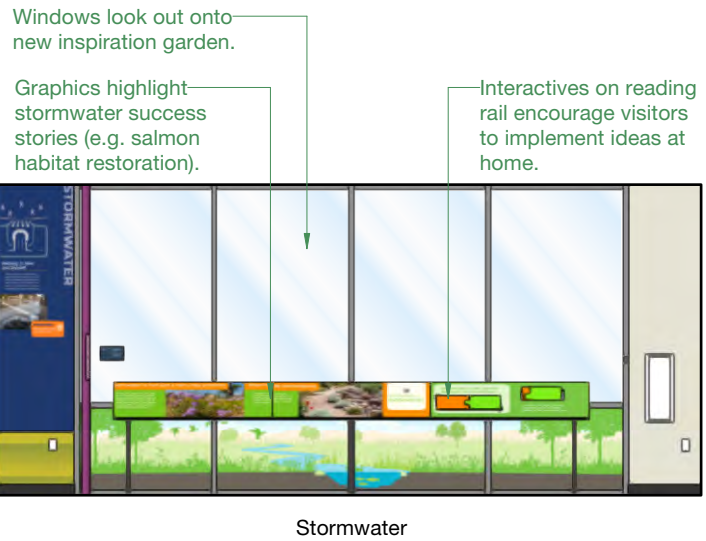
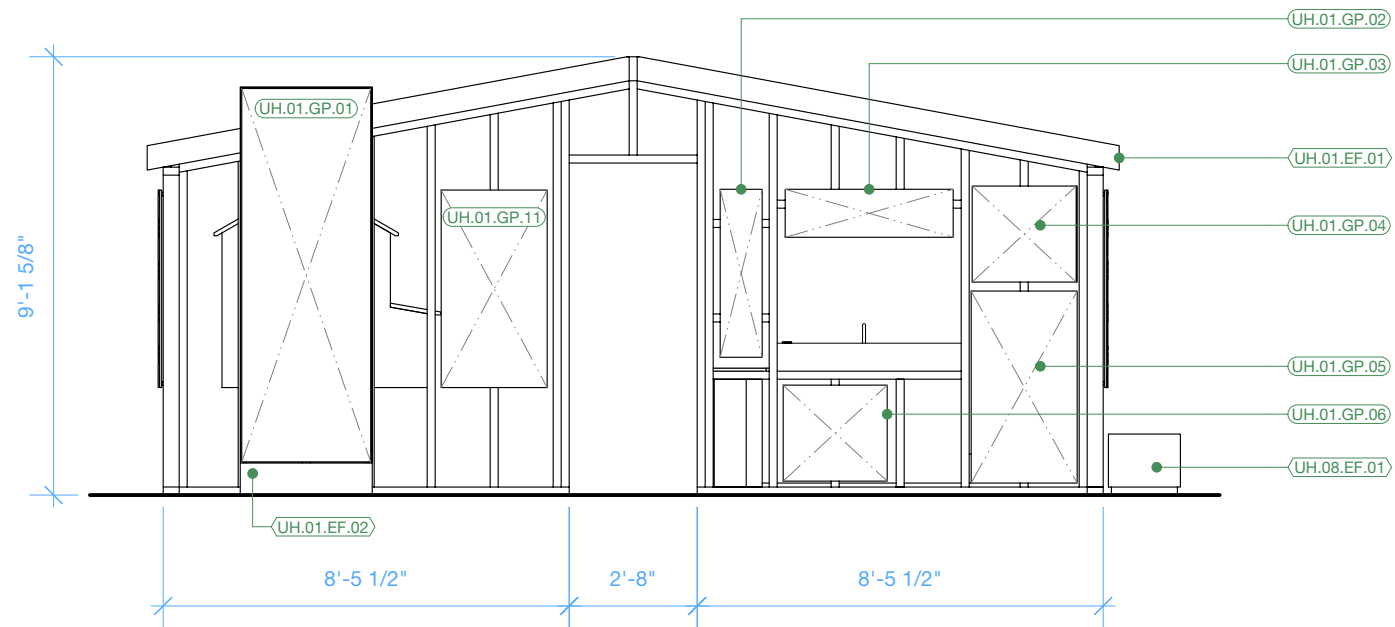


Exhibit Description:

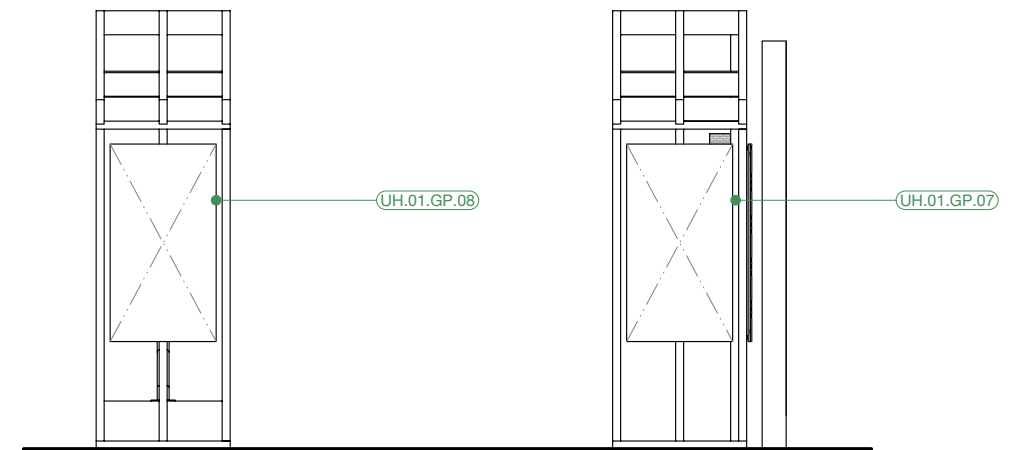
Each of the utilities will get a space in the house with a low-tech interactive. Here visitors can explore their individual impacts.



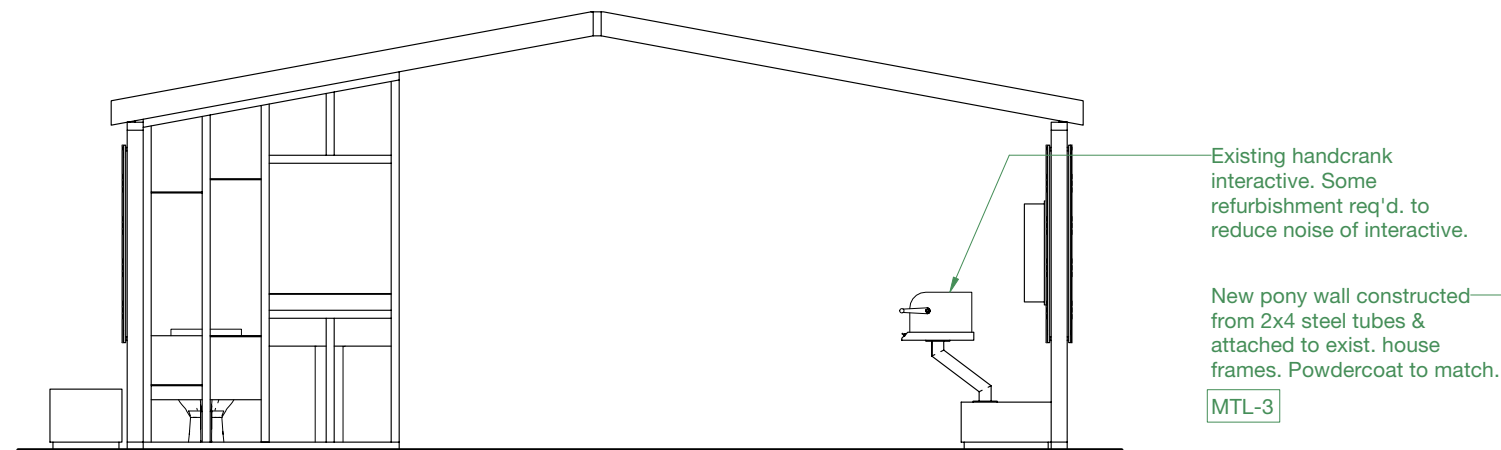
Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Project Name & No. Roseville Utility Exploration Center		Drawing Name Utilities in the Home Concepts	Sheet Number X-09-2.01
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245				9/9/2022 Issued for bid	Date 9/9/2022		Designer TW, BH	
	City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750					Scale As Noted		Sheet No. X-09-2.01	



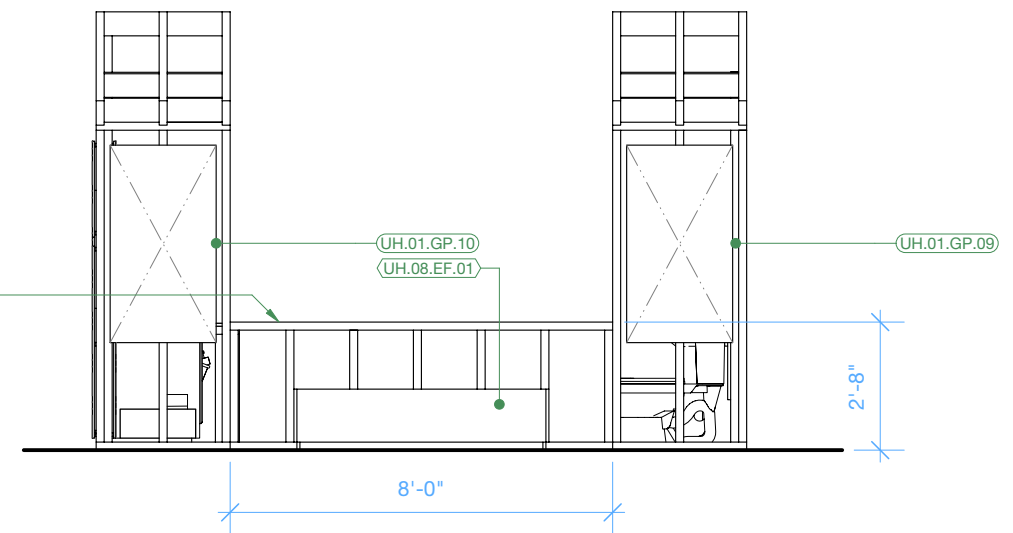
1 09 Utilities in the Home - Elevation
Scale: 1/4" = 1'-0"



2 09 Utilities in the Home - Elevation
Scale: 1/4" = 1'-0"



3 09 Utilities in the Home - Elevation
Scale: 1/4" = 1'-0"



4 09 Utilities in the Home - Elevation
Scale: 1/4" = 1'-0"

Bart

Exhibition
Design

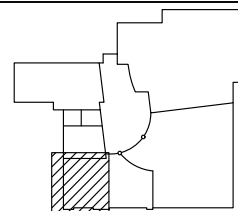
Roseville Utility Exploration Center

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Scale
As Noted

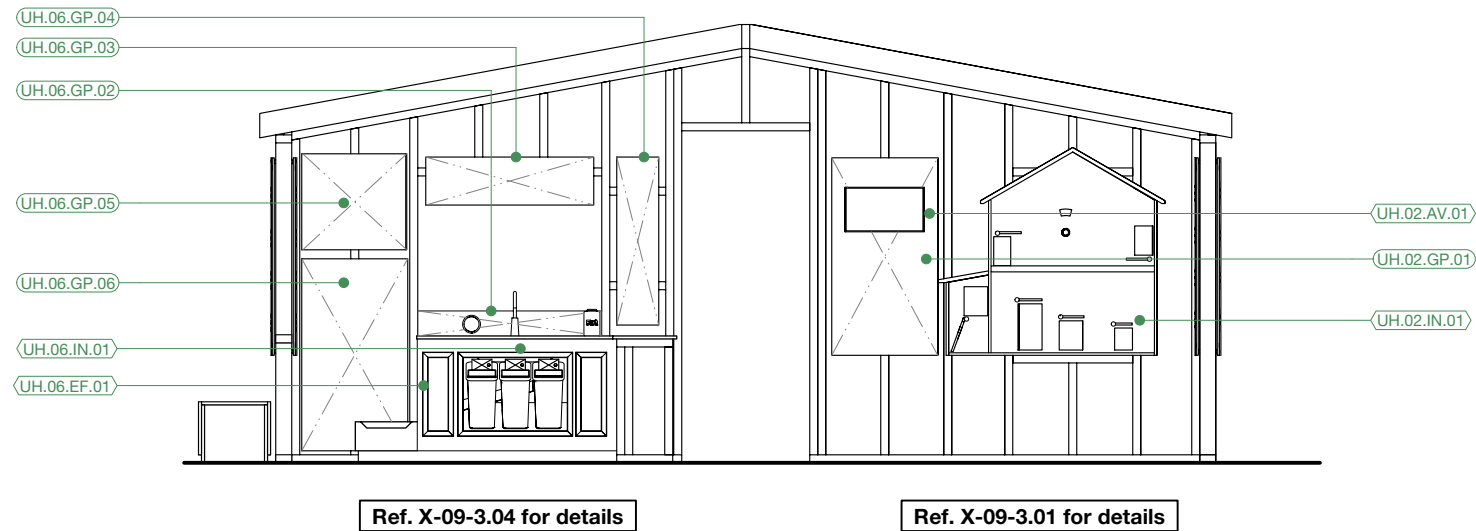
Drawing Name
Elevations: Utilities in Home

Designer
TW, BH

Sheet No.
X-09-2.02

Sheet Number

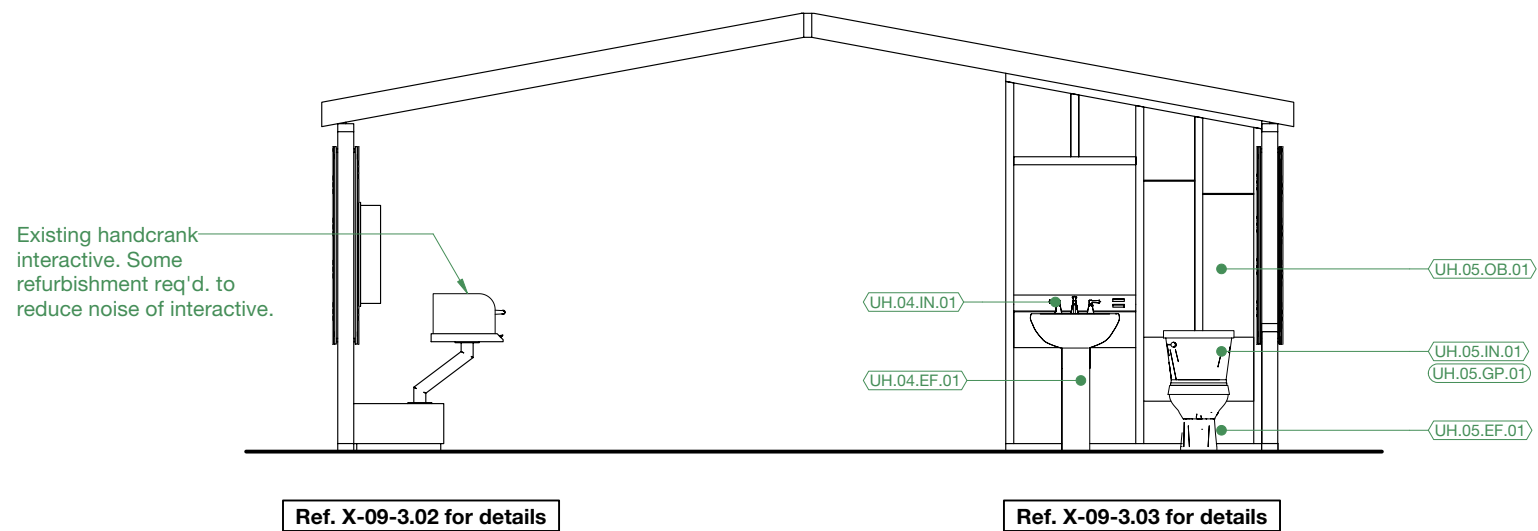
X-09-2.02



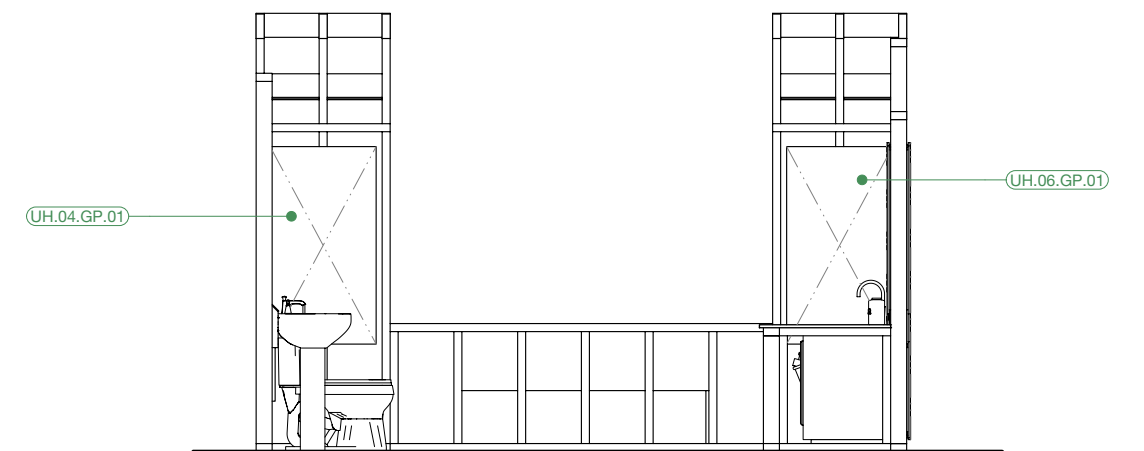
1 09 Utilities in the Home - Elevation (Interior)
Scale: 1/4" = 1'-0"



2 09 Utilities in the Home - Elevation (Interior)
Scale: 1/4" = 1'-0"



3 09 Utilities in the Home - Elevation (Interior)
Scale: 1/4" = 1'-0"



4 09 Utilities in the Home - Elevation (Interior)
Scale: 1/4" = 1'-0"

Bart

Exhibition
Design

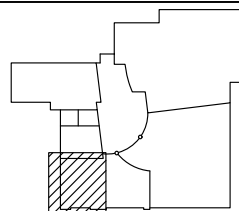
Roseville Utility Exploration Center

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Scale
As Noted

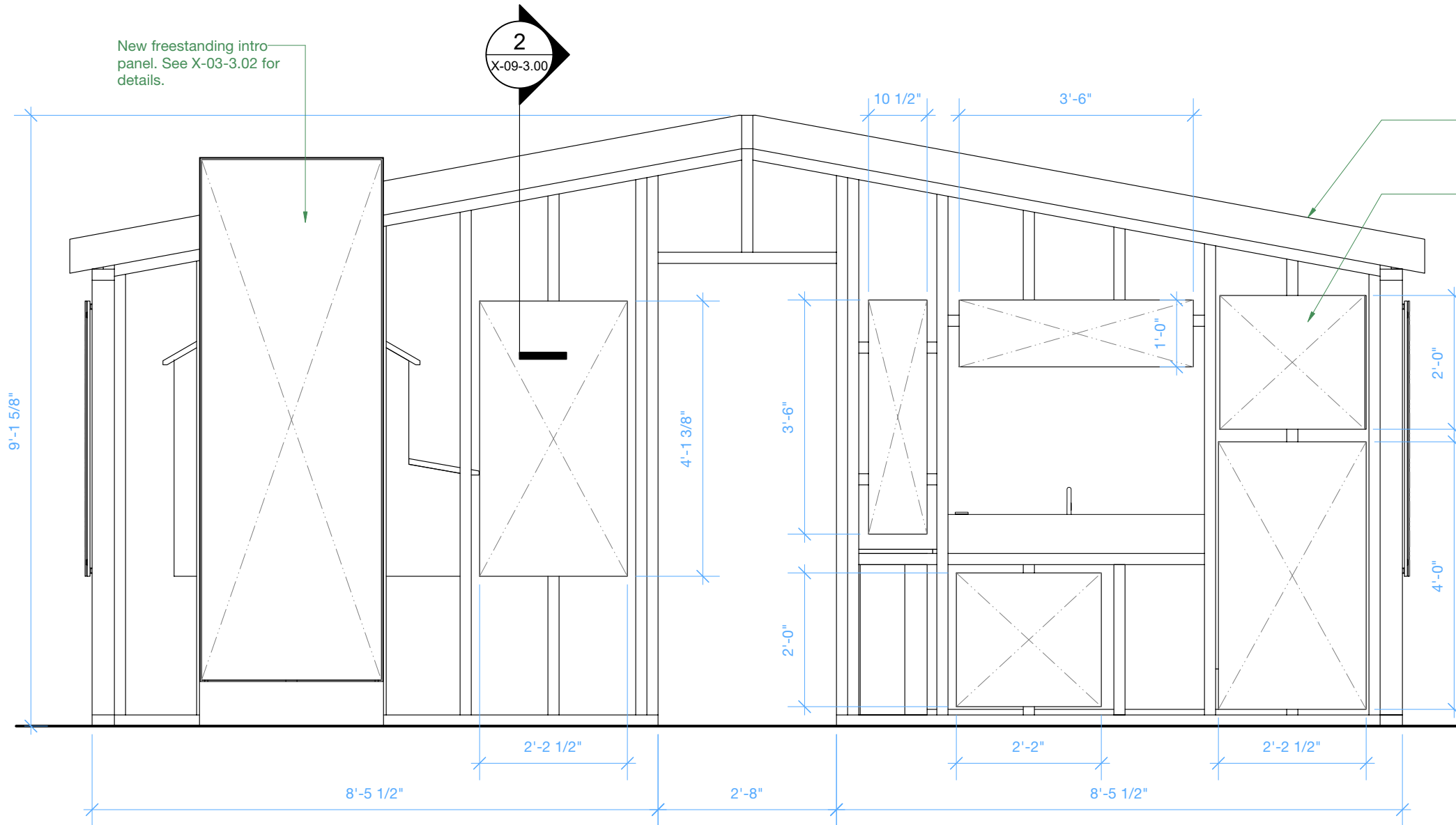
Drawing Name
Elevations: Utilities in Home

Designer
TW, BH

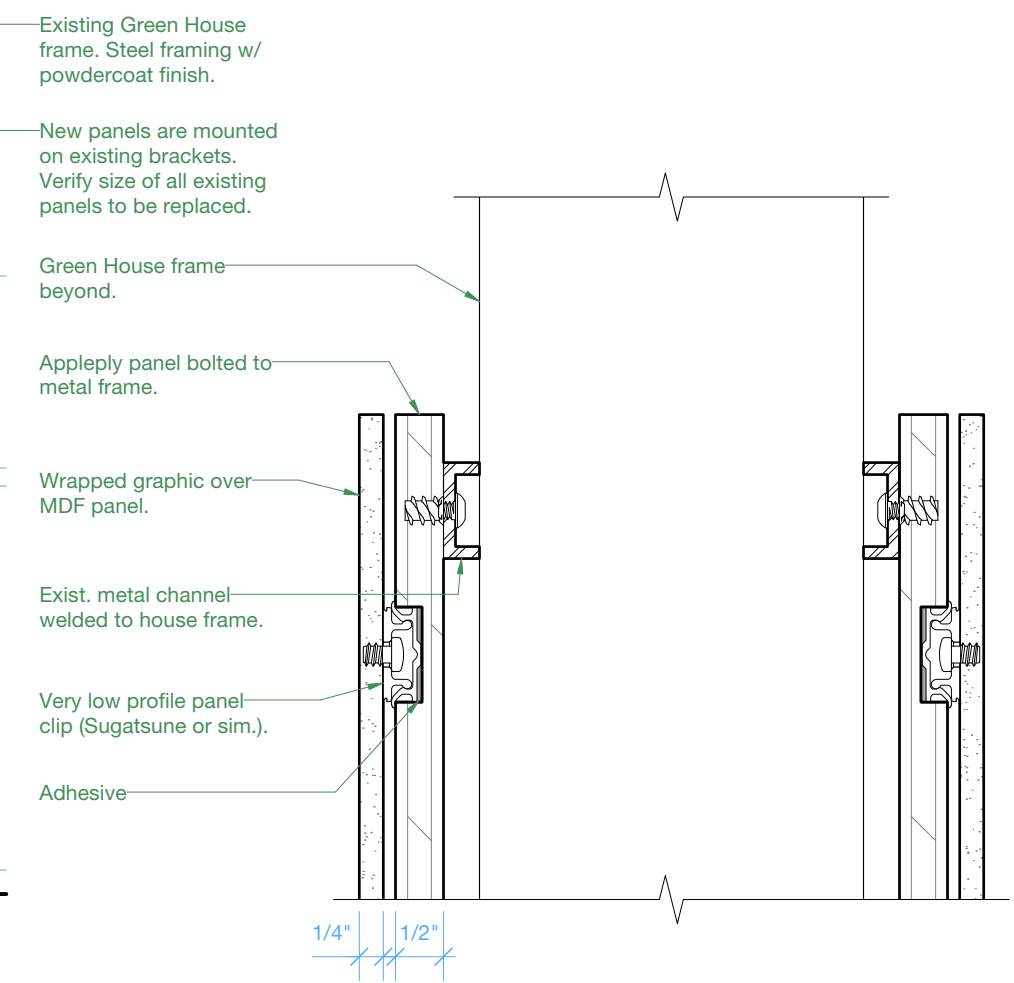
Sheet No.
X-09-2.03

Sheet Number

X-09-2.03



1 09 Utilities in the Home - Enlarged Elevation
Scale: 1/2" = 1'-0"



2 House Frame - Section @ Graphic Panel
Scale: Half Actual Size

Bart
Exhibition
Design

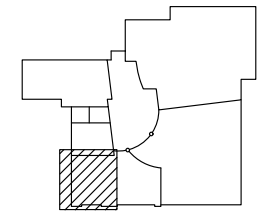
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Scale
As Noted

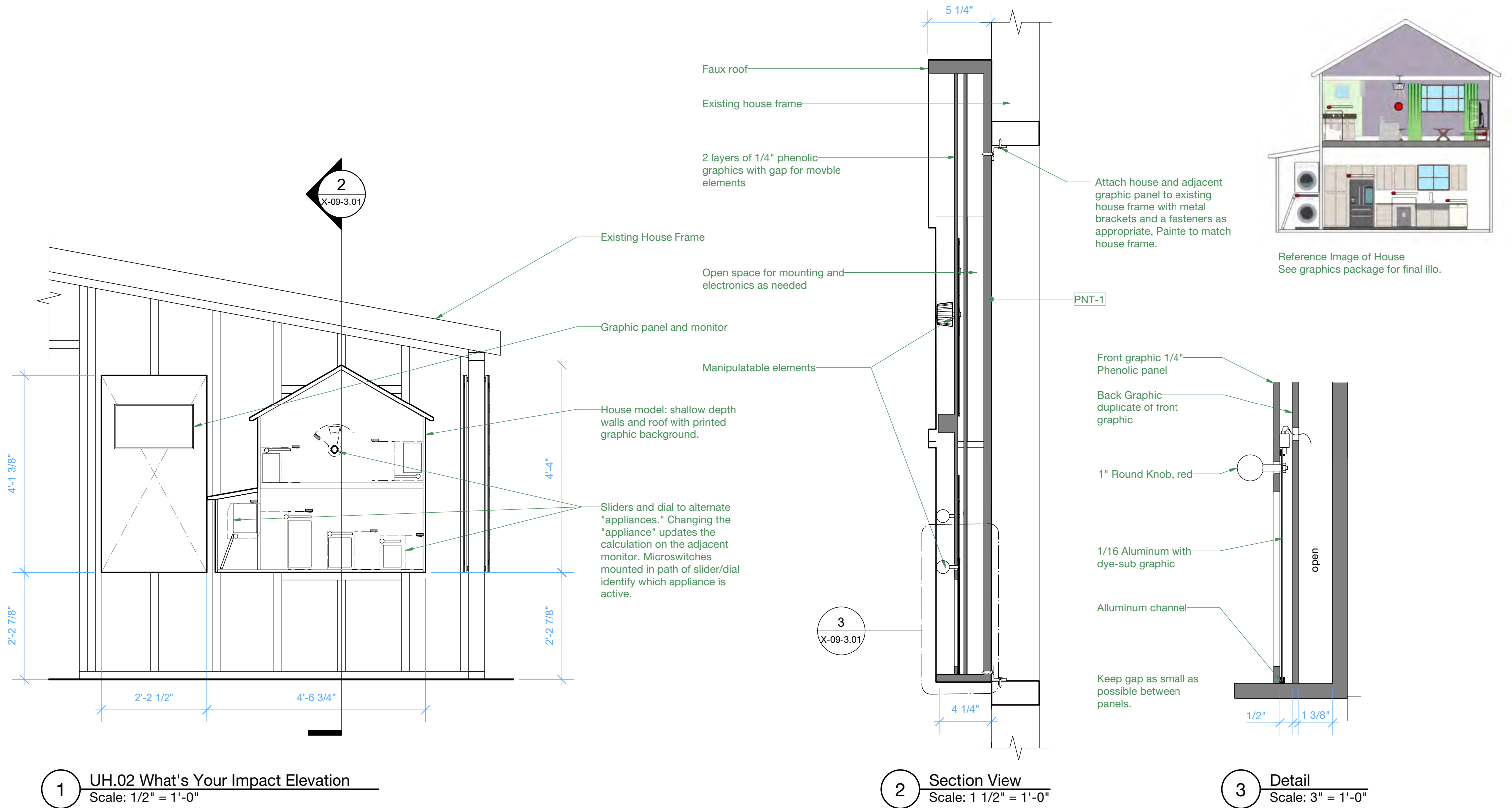
Drawing Name
Details: House Frame & Graphics

Designer
TW, BH

Sheet No.
X-09-3.00

Sheet Number

X-09-3.00



Bart

Exhibition
Design

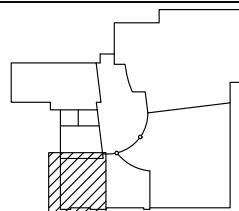
Roseville Utility Exploration Center

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Scale
As Noted

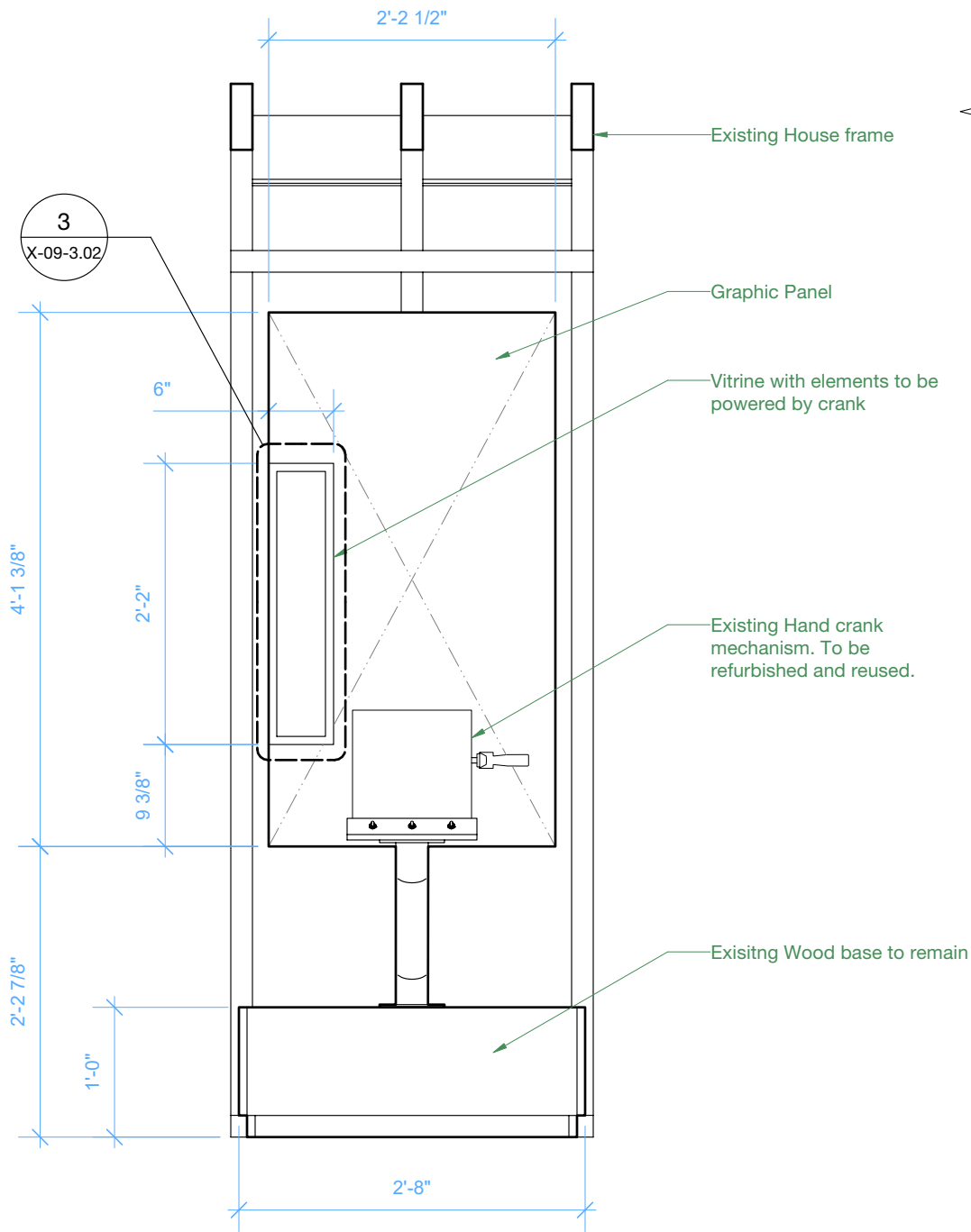
Drawing Name
Details: What's Your Impact?

Designer
TW, BH

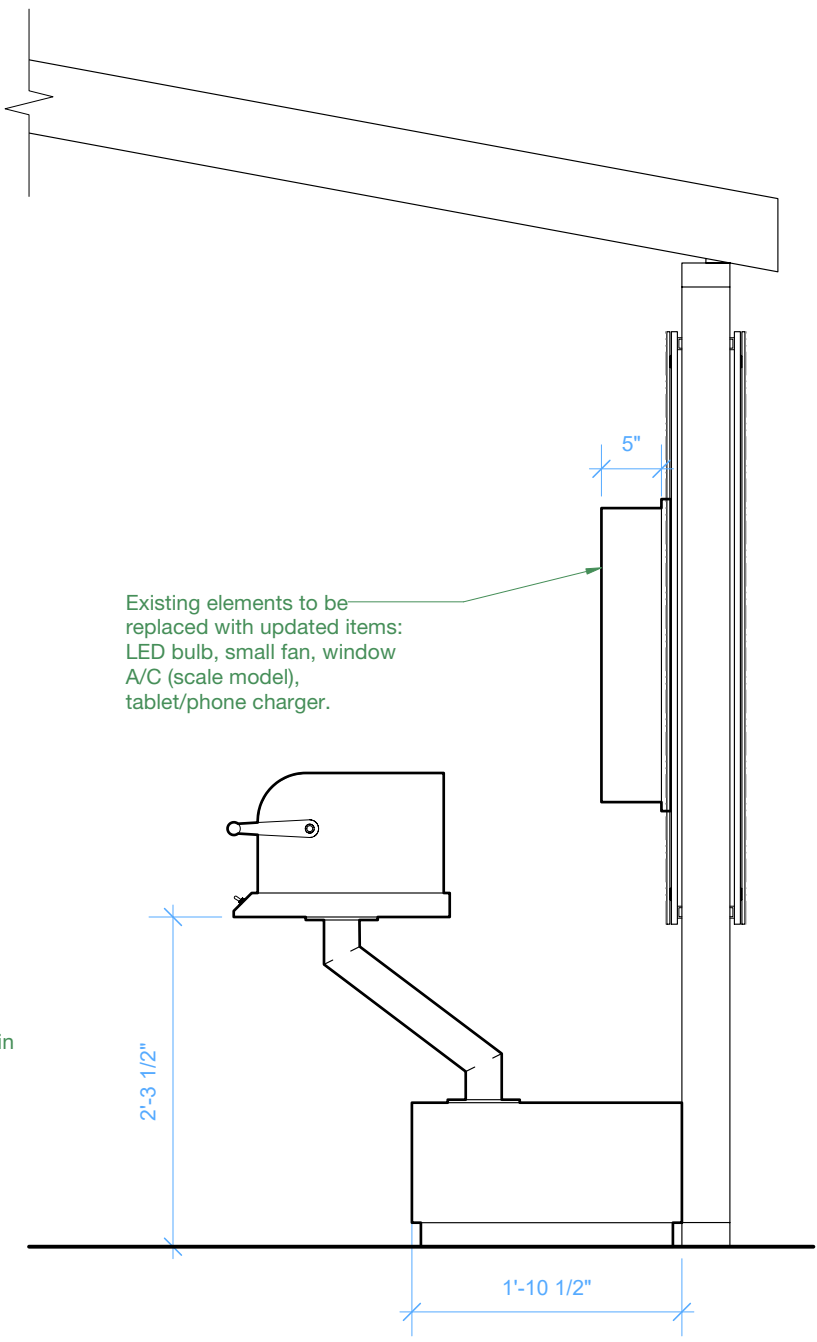
Sheet No.
X-09-3.01

Sheet Number

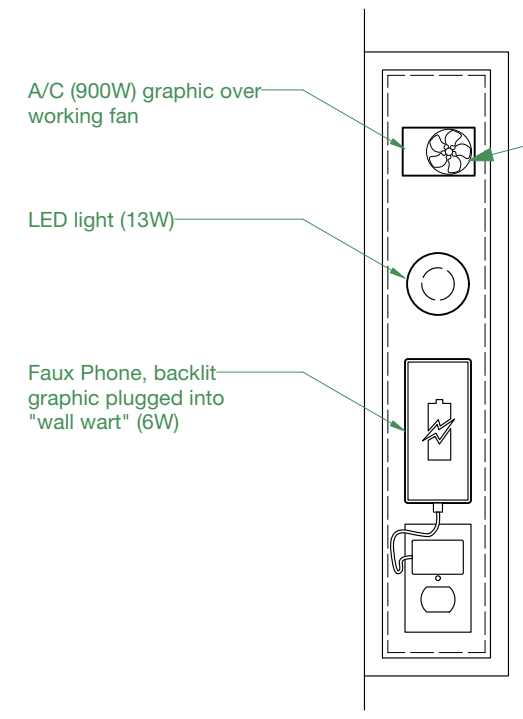
X-09-3.01



1 UH.03 Hand Crank Interactive
Scale: 3/4" = 1'-0"



2 Side View
Scale: 3/4" = 1'-0"

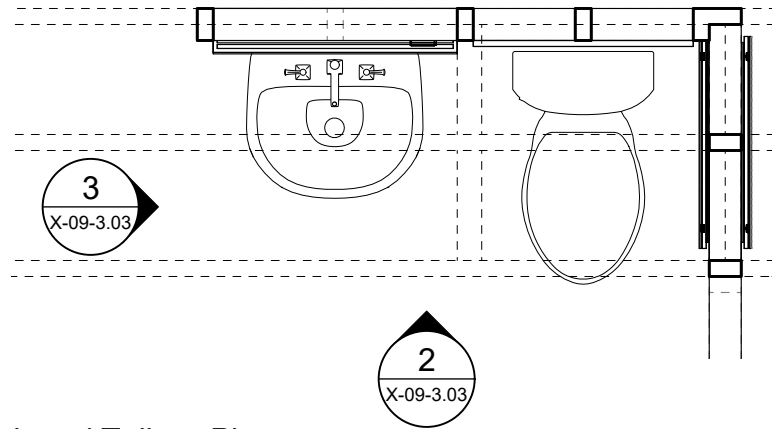


3 Detail
Scale: 1 1/2" = 1'-0"

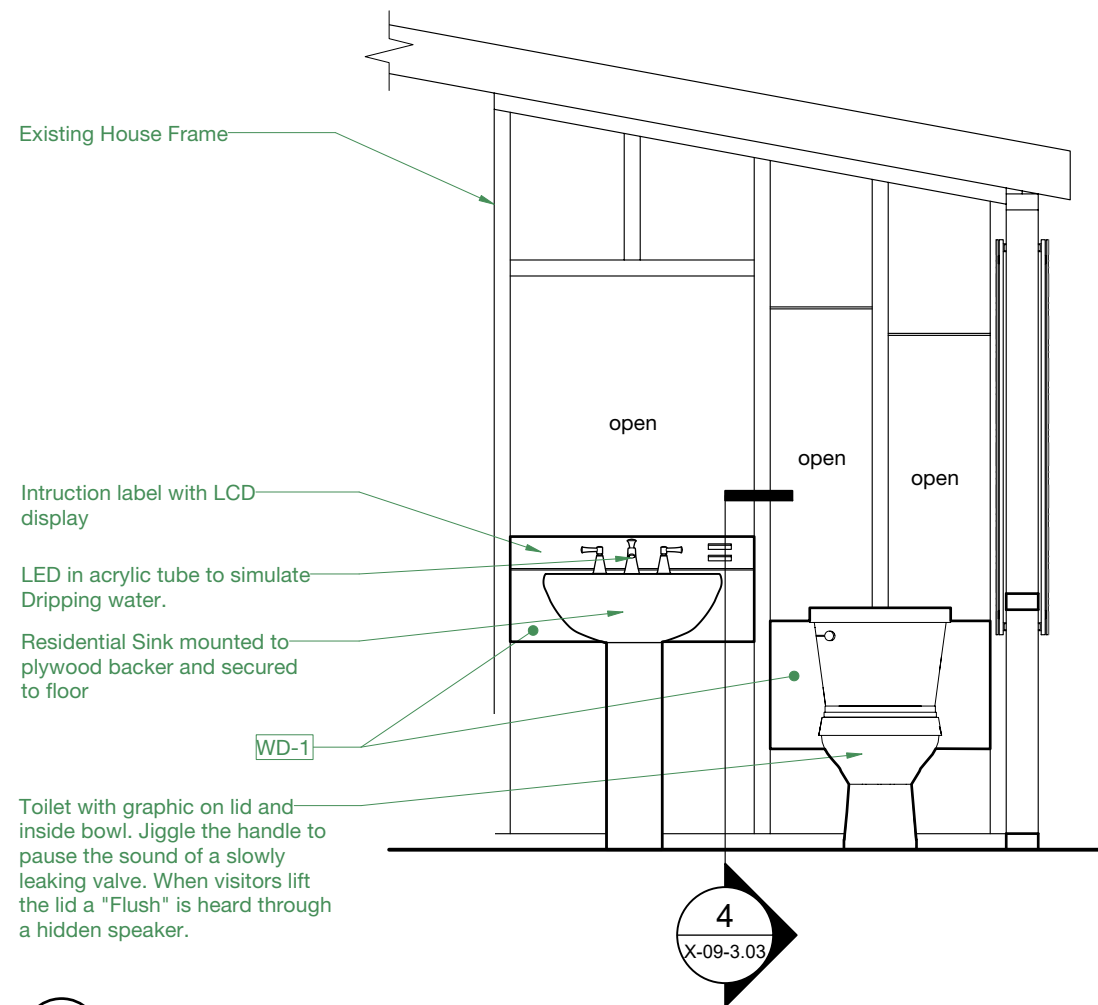


iStock#: 69223304
second surface graphic on 1/16" acrylic, route out grey slots and install 2" micro streamers.

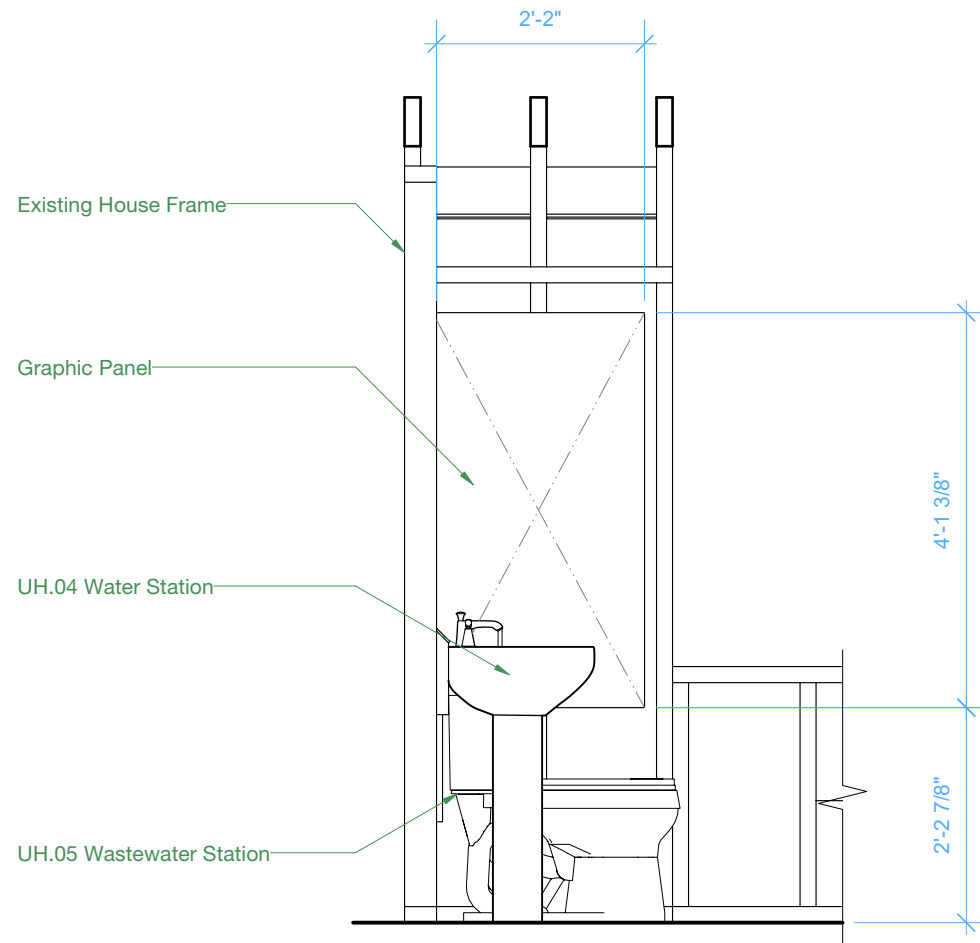
Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan 	Revisions 	Project Name & No. Roseville Utility Exploration Center Date 9/9/2022 Scale As Noted	Drawing Name Details: Handcrank Interactive Designer TW, BH Sheet No. X-09-3.02	Sheet Number X-09-3.02
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245 City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750				9/9/2022 Issued for bid			



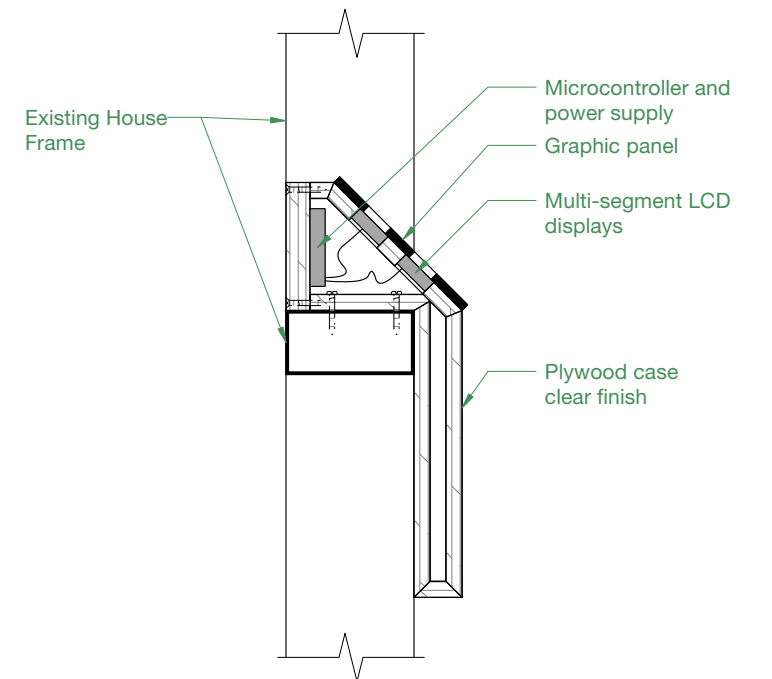
1 UH.04/05 Sink and Toilet - Plan
Scale: 1/2" = 1'-0"



2 UH.04/05 Sink and Toilet - Elevation
Scale: 1/2" = 1'-0"



3 Sink and Toilet - Side Elevation
Scale: 1/2" = 1'-0"



4 Section @ graphic
Scale: 2" = 1'-0"

Bart
Exhibition
Design

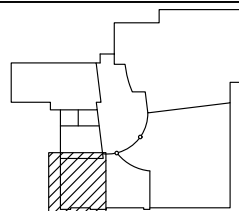
Roseville Utility Exploration Center

Final Design Bid Docs

Bart Hays Exhibition Design
1041 Morse Drive
Pacific Grove, CA 93950
612.423.5245

City of Roseville
2005 Hilltop Circle, Suite 130
Roseville, CA 95747
916.746.1750

Key Plan



Revisions

9/9/2022 Issued for bid

Project Name & No.
Roseville Utility Exploration Center

Date
9/9/2022

Scale
As Noted

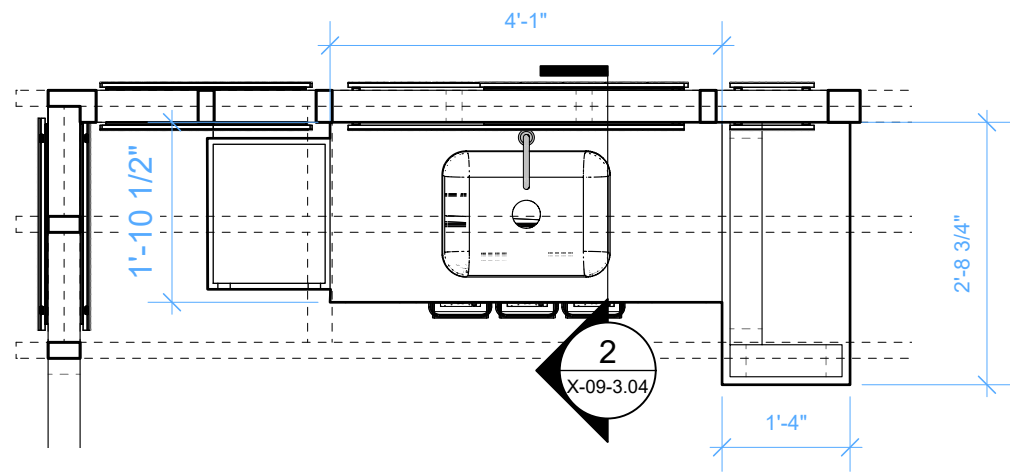
Drawing Name
Details: Sink & Toilet Interactives

Designer
TW, BH

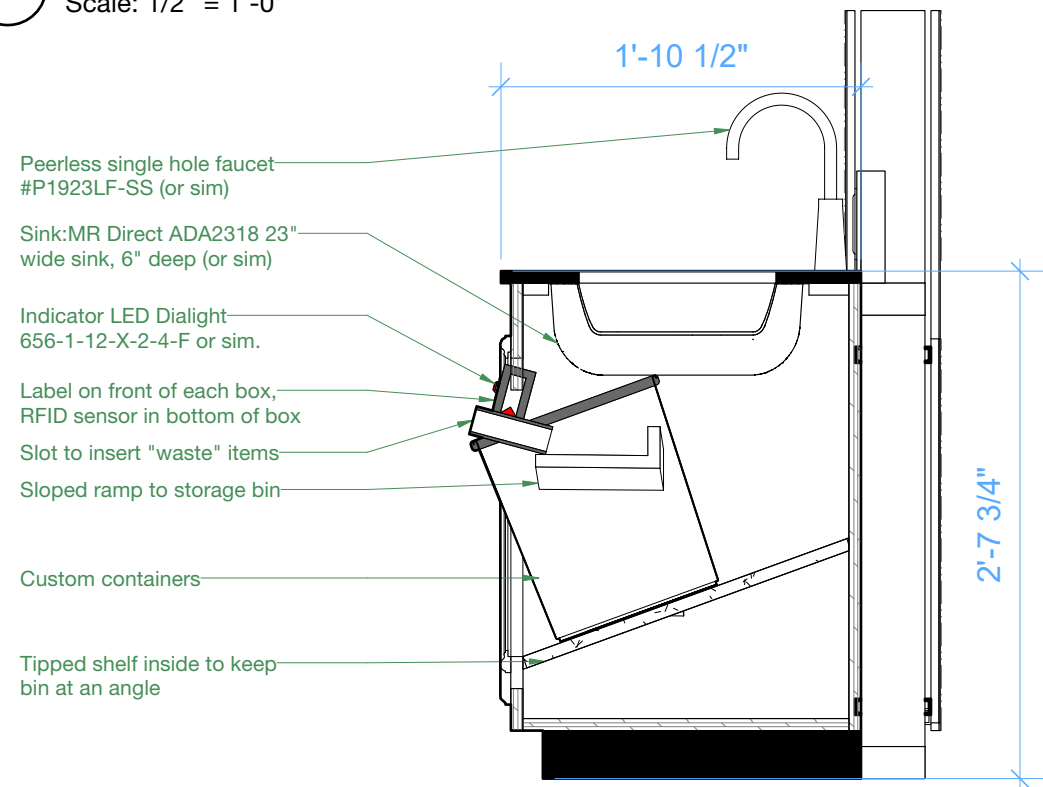
Sheet No.
X-09-3.03

Sheet Number

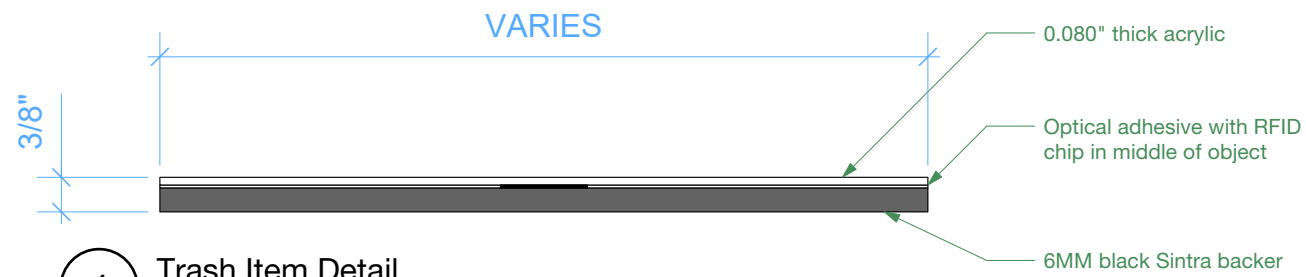
X-09-3.03



1 UH.06 Waster Service Plan
Scale: 1/2" = 1'-0"

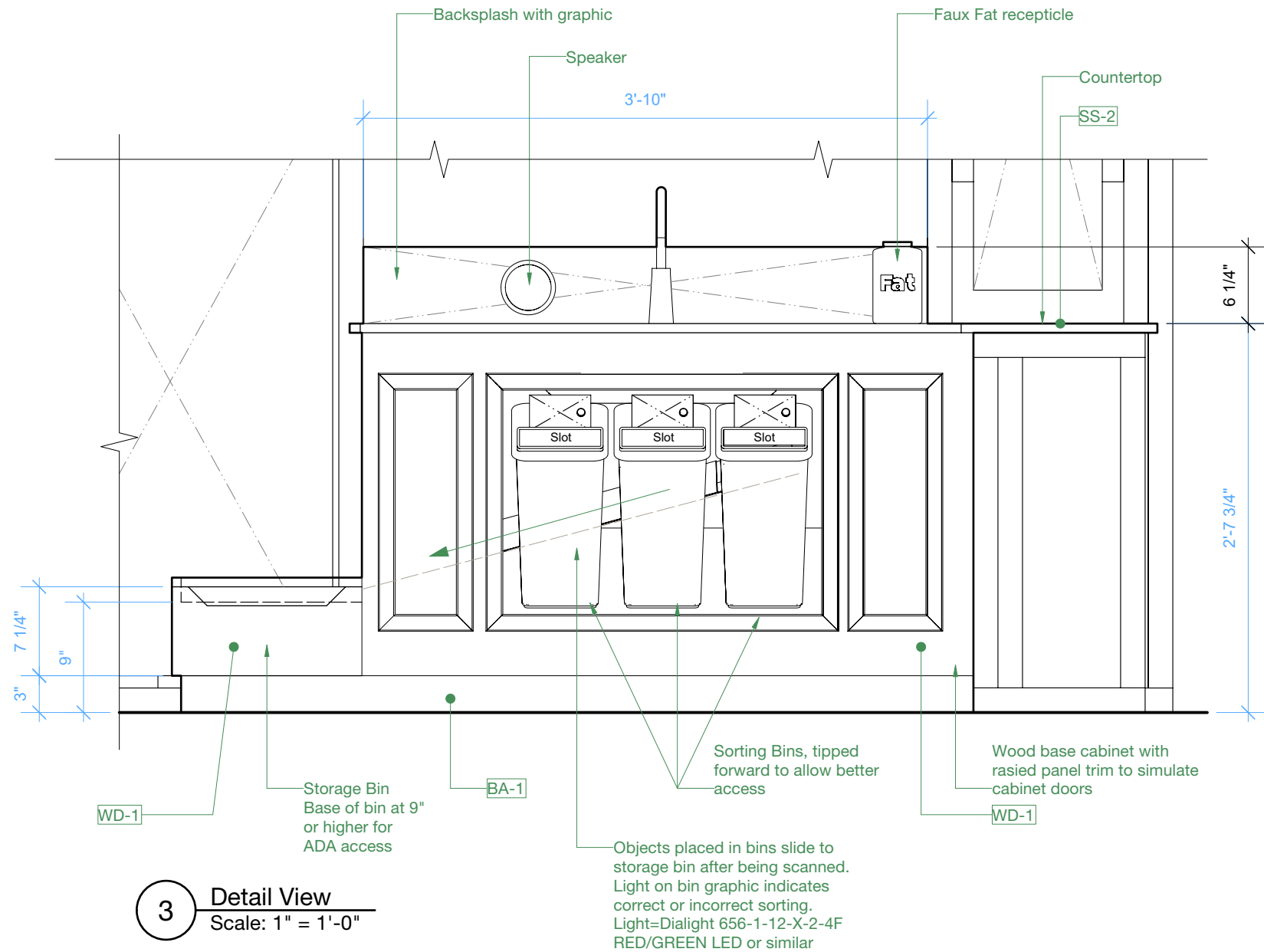


2 Section Detail
Scale: 1" = 1'-0"



4 Trash Item Detail
Scale: Half Actual Size

Provide 3 complete sets of waste items. See graphics schedule for list of items



3 Detail View
Scale: 1" = 1'-0"

Bart

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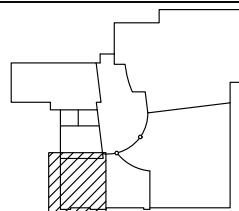
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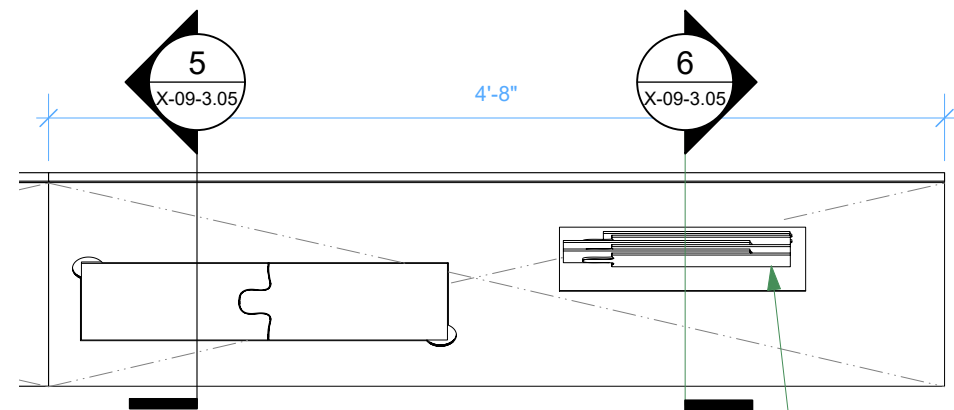
Drawing Name
Details: Kitchen Interactive

Designer
TW, BH

Sheet No.
X-09-3.04

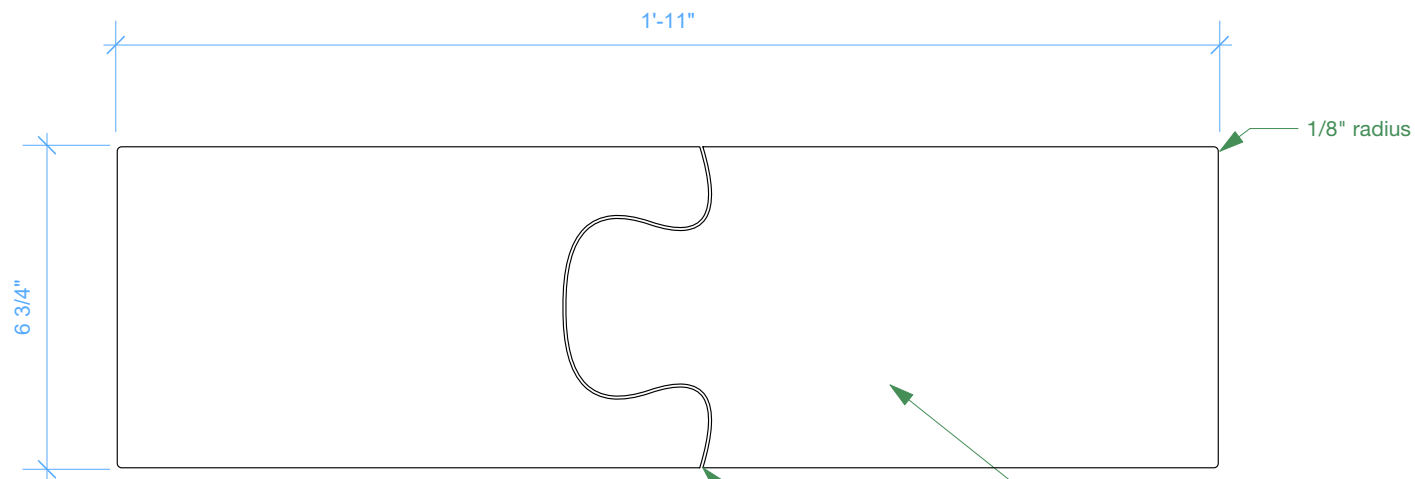
Sheet Number

X-09-3.04



1 UH.07.IN.01 Top View
Scale: 1" = 1'-0"

Storage bin for puzzle pieces
black interior

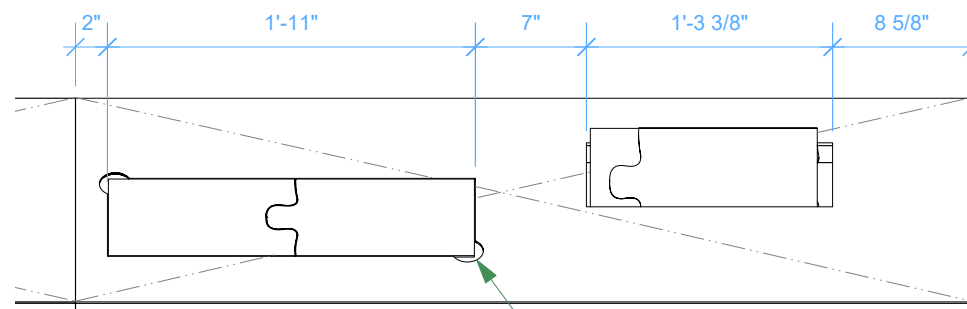


4 Puzzle Pieces Detail
Scale: 3" = 1'-0"

Leave 1/16" gap
for easy fit and
separation of
pieces

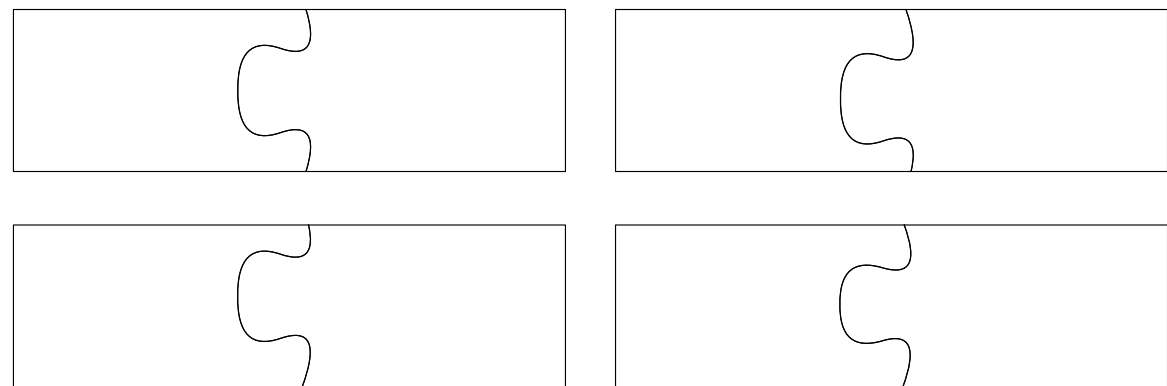
1/8" Phenolic graphics
Contour cut in pairs so each piece
only fits its paired piece.

4 pairs,
MAKE 3 OF EACH PAIR

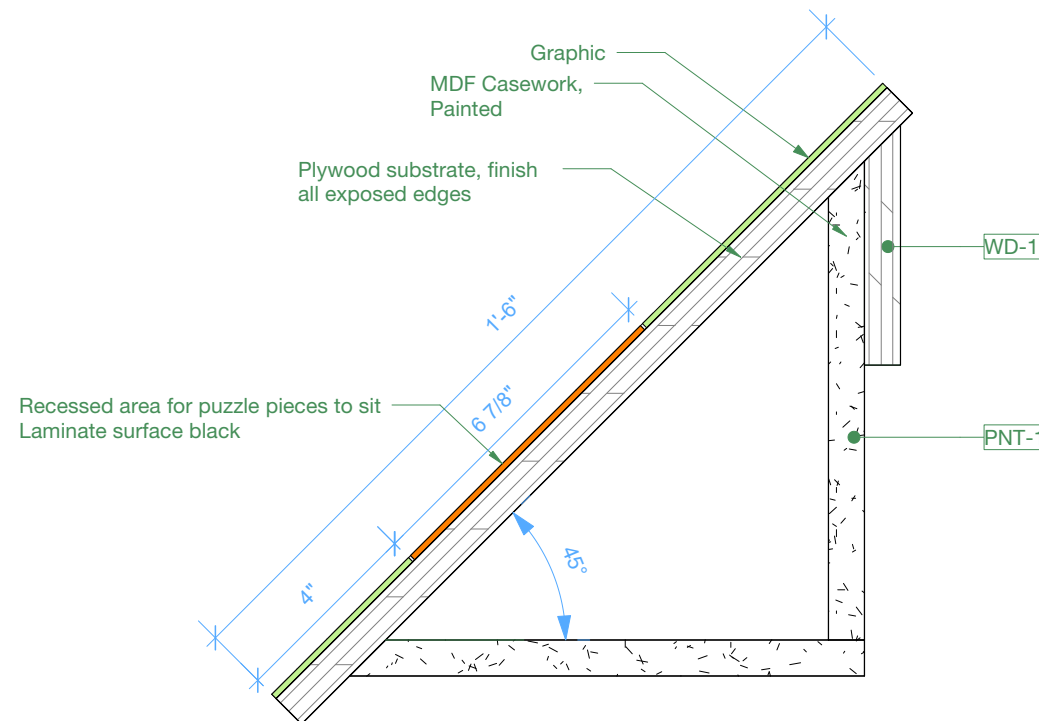


2 UH.07.IN.01 Front
Scale: 1" = 1'-0"

Recessed cut in graphic to
allow puzzle pieces to rest.
Provide cutouts at corners
for easy removal



3 Puzzle Shapes
Scale: 1 1/2" = 1'-0"



5 Section View
Scale: 3" = 1'-0"

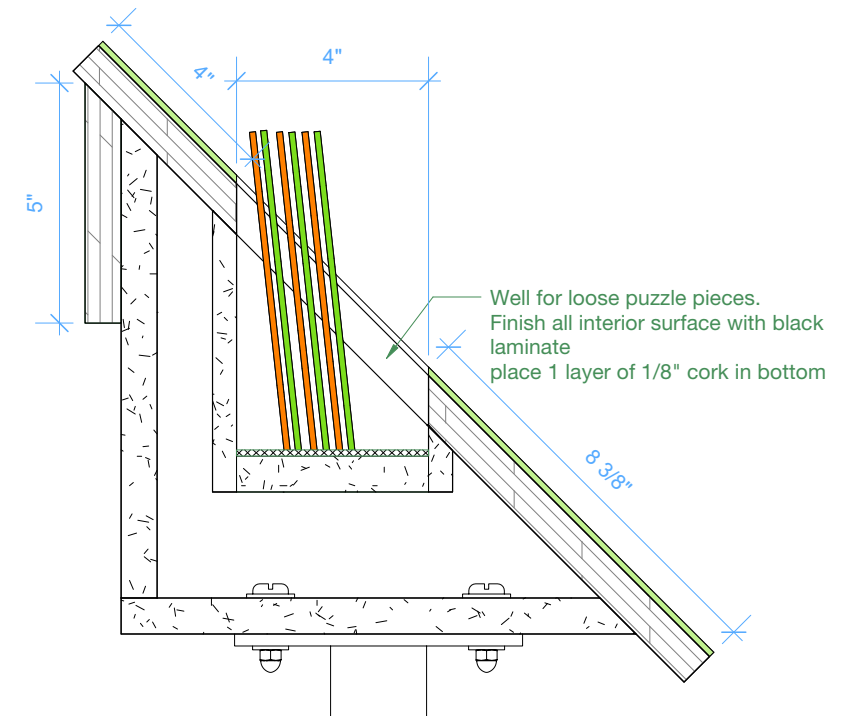
Graphic
MDF Casework,
Painted

Plywood substrate, finish
all exposed edges

Recessed area for puzzle pieces to sit
Laminate surface black

WD-1

PNT-1



6 Section View
Scale: 3" = 1'-0"

Well for loose puzzle pieces.
Finish all interior surface with black
laminate
place 1 layer of 1/8" cork in bottom

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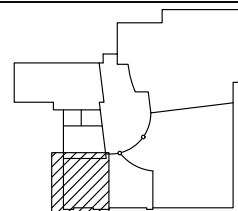
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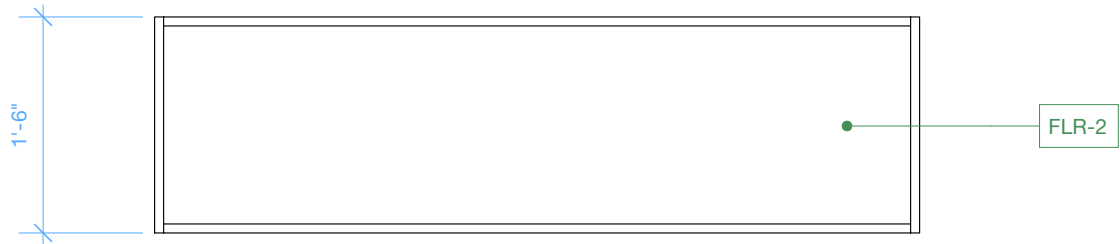
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Details: Stormwater Reader Rail

Designer
TW, BH

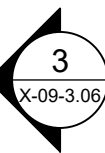
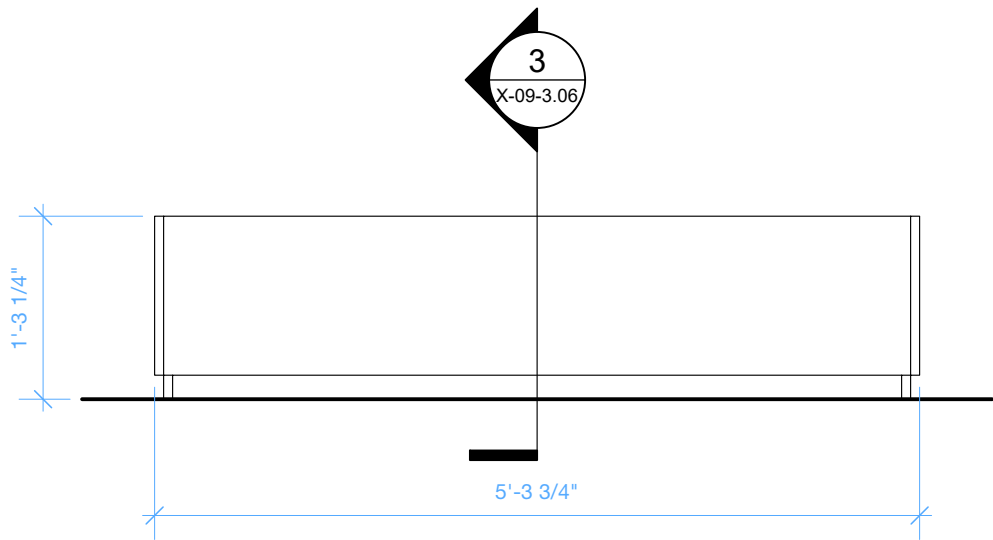
Sheet No.
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Sheet Number

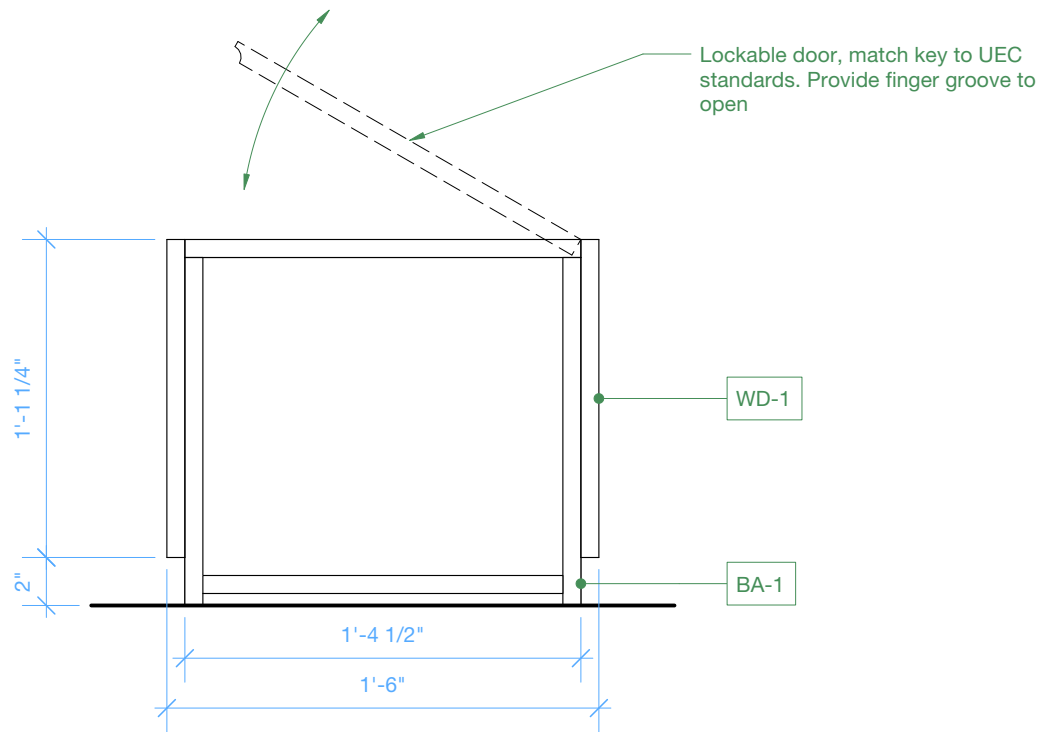
X-09-3.05



1 UH.08 Bench Seating - Plan
Scale: 3/4" = 1'-0"



2 UH.08 Bench Seating - Elevation
Scale: 3/4" = 1'-0"



3 UH.08 Bench Seating - Section
Scale: 1 1/2" = 1'-0"

Bart

Exhibition
Design

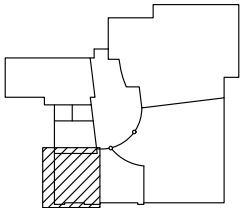
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Date
9/9/2022

Scale
As Noted

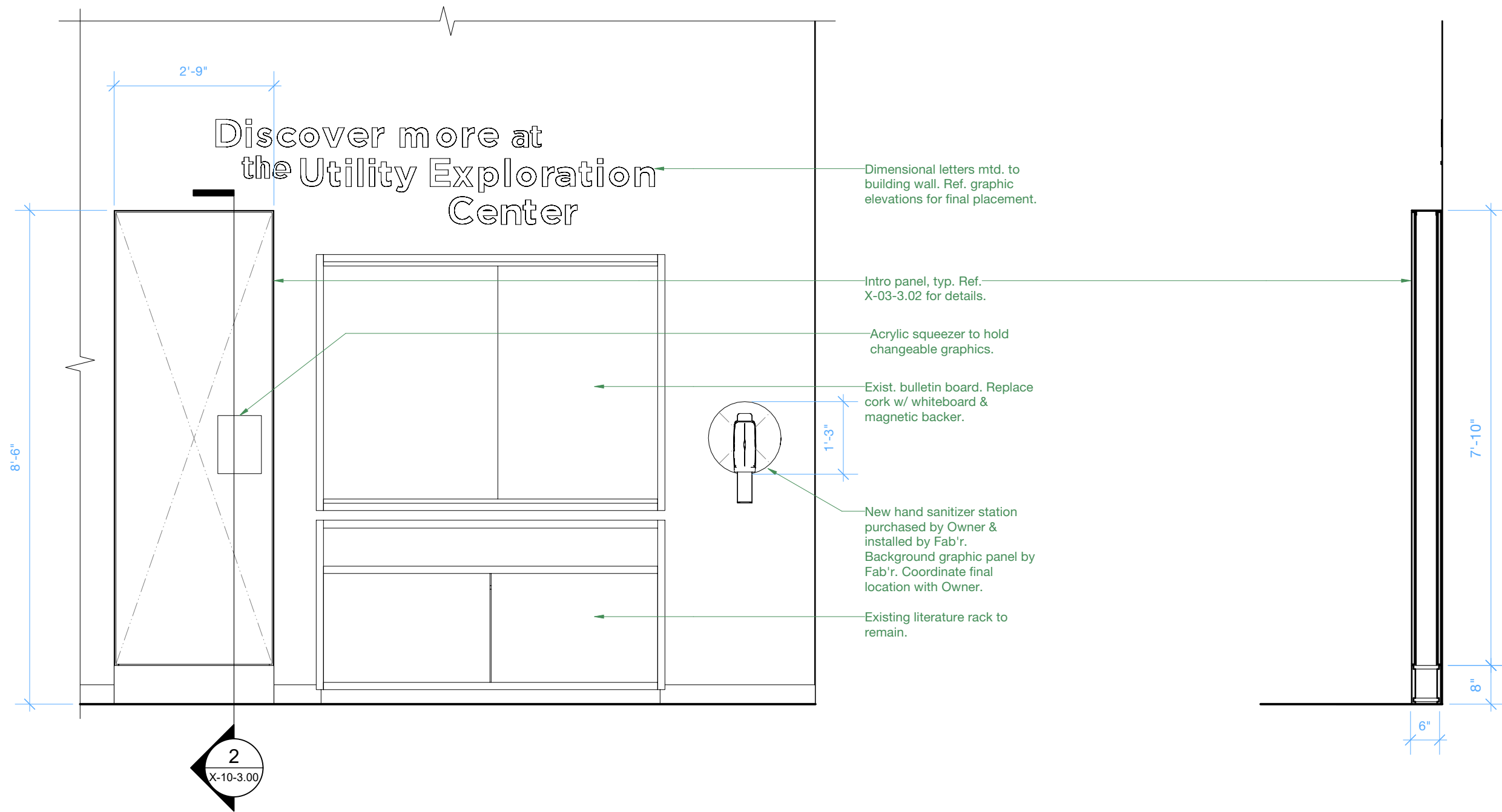
Drawing Name
Details: Bench Seating

Designer
TW, BH

Sheet No.
X-09-3.06

Sheet Number

X-09-3.06



1 Tech Lab - Elevation
Scale: 1/2" = 1'-0"

2 Tech Lab - Section
Scale: 1/2" = 1'-0"

Bart

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Design

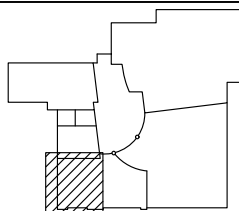
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Scale
As Noted

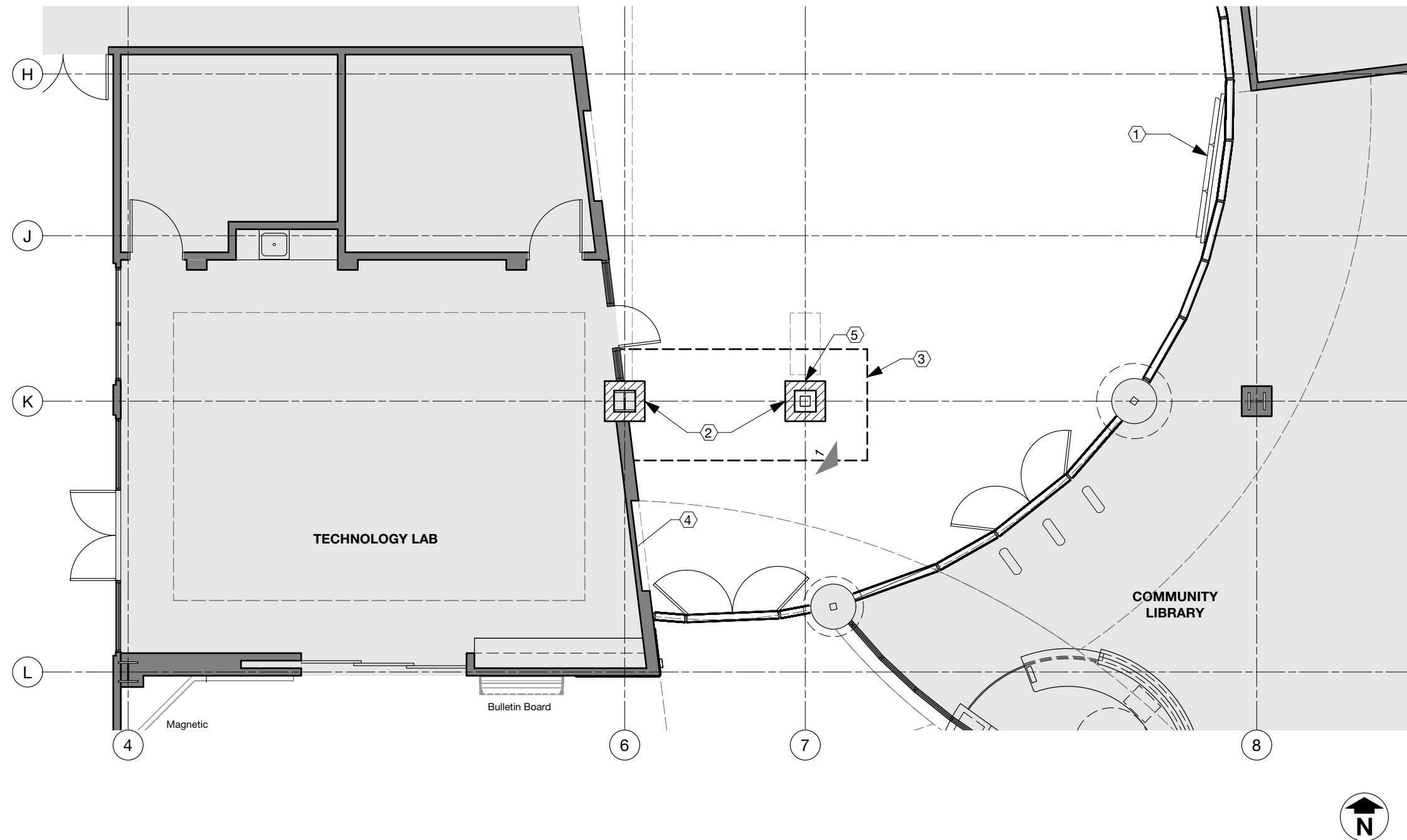
Drawing Name
Details: Tech Lab

Designer
TW, BH

Sheet No.
X-10-3.00

Sheet Number

X-10-3.00



Floorplan Legend

Reference photo location

SHEET NOTES:

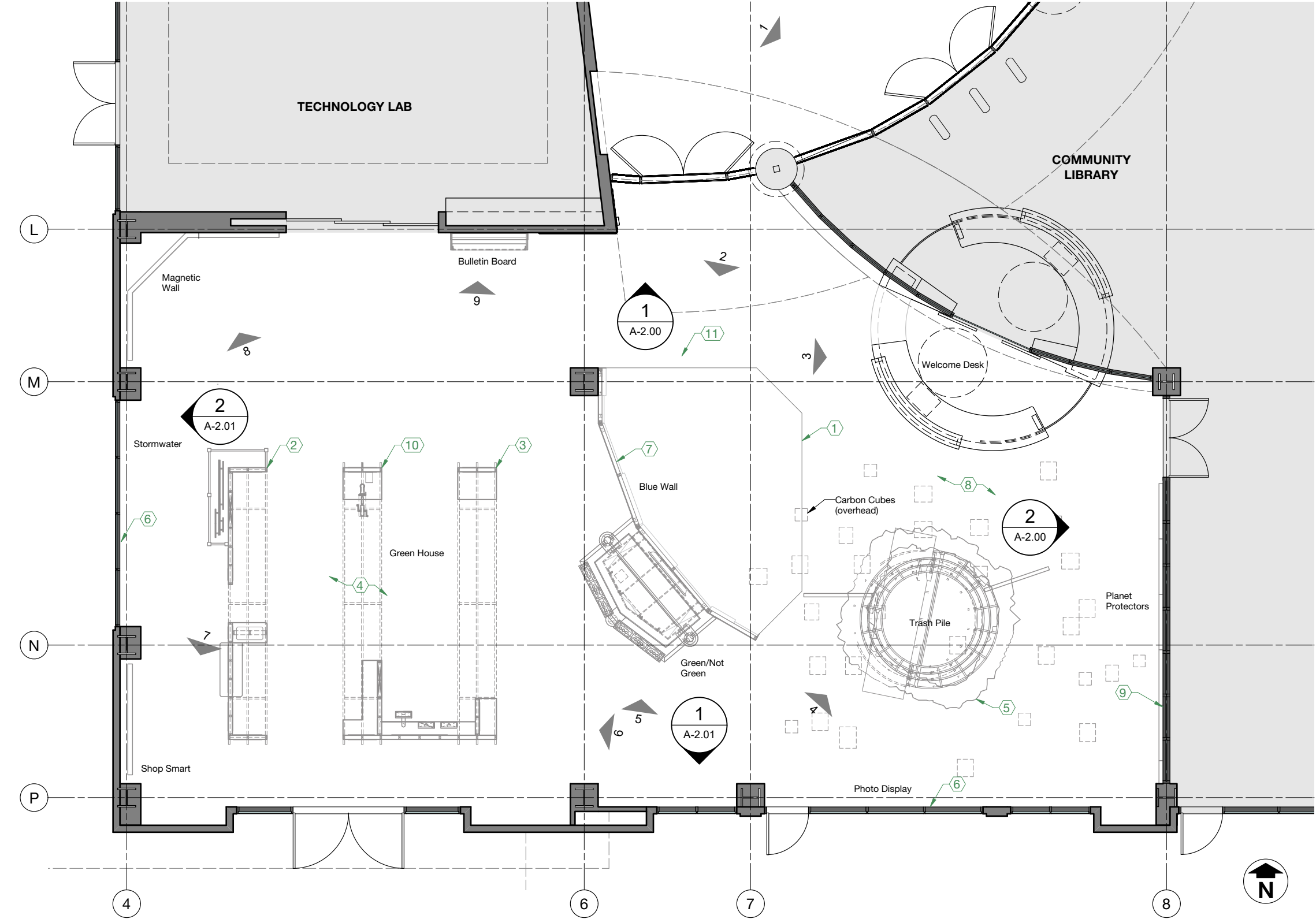
- A. Fabricator is responsible for coordinating demolition and deinstallation of existing exhibits.
- B. All work is to conform with applicable codes and standards.
- C. Verify job site conditions and dimensions before beginning work. Plans are schematic in nature and based on best available information. Contractor shall field verify existing conditions and dimensions and bring any discrepancies from the drawings and notes to the attention designer & owner immediately.
- D. Protect stained concrete floors throughout Exploration Center from scratches or damage. Verify floor loading before moving in heavy equipment.
- E. After removal of existing exhibits contractor shall patch and repair any holes or damaged areas with material similar to adjacent construction.

KEY NOTES:

- 1. Remove and recycle existing AV hardware.
- 2. Remove existing light fixtures, retain for owner, abate existing electrical.
- 3. Fab'r. to provide construction wall or barrier during install of lobby exhibit.
- 4. Remove and retain backlit art piece on wall. Abate electrical. Patch and repaint wall.
- 5. Remove and retain existing LEED sign for owner.

1 Roseville Utility Exploration Center (RUEC) - Demolition Plan
Scale: 1/8" = 1'-0"

Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Project Name & No. Roseville Utility Exploration Center		Drawing Name Demolition Plan	Sheet Number A-1.00
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245		City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750		9/9/2022 Issued for bid	Date 9/9/2022		Designer TW, BH	
						Scale As Noted		Sheet No. A-1.00	



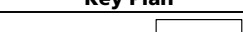
Floorplan Legend

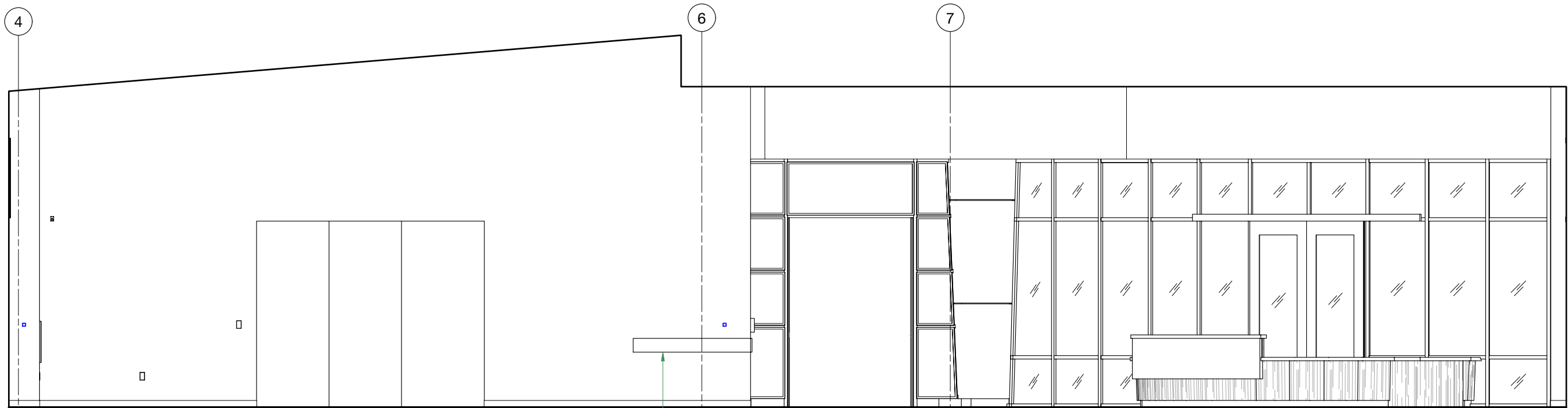
Reference photo location

- SHEET NOTES:**
- A. Fabricator is responsible for coordinating demolition and deinstallation of existing exhibits.
 - B. All work is to conform with applicable codes and standards.
 - C. Verify job site conditions and dimensions before beginning work. Plans are schematic in nature and based on best available information. Contractor shall field verify existing conditions and dimensions and bring any discrepancies from the drawings and notes to the attention designer & owner immediately.
 - D. Protect stained concrete floors throughout Exploration Center from scratches or damage. Verify floor loading before moving in heavy equipment.
 - E. After removal of existing exhibits contractor shall patch and repair any holes or damaged areas with material similar to adjacent construction.

- KEY NOTES:**
- 1. Remove rubber tile flooring. Patch & repair stained concrete as req'd.
 - 2. Remove existing light fixtures, retain for owner, abate existing electrical.
 - 3. Deinstall and preserve indicated existing green house frame for reinstallation at offsite Electric Customer Service. See reference sheets A-5.02/3.
 - 4. Patch & repair stained concrete after removal of green house frames.
 - 5. Deinstall & preserve exist. trash pile. Coordinate reinstallation at offsite MRF facility.
 - 6. Remove temporary walls in front of windows.
 - 7. Remove "Blue Wall", patch & repair stained concrete floor as req'd.
 - 8. Paint ceiling white to match west half of gallery.
 - 9. Remove "Planet Protectors" wall panels. Patch and repair wall as req'd.
 - 10. Deinstall and preserve two (2) existing green house frames for reinstallation in gallery. Reinstall third frame at offsite Roseville Electric building.
 - 11. Remove short arm of lighting track to make room for future projector mount.

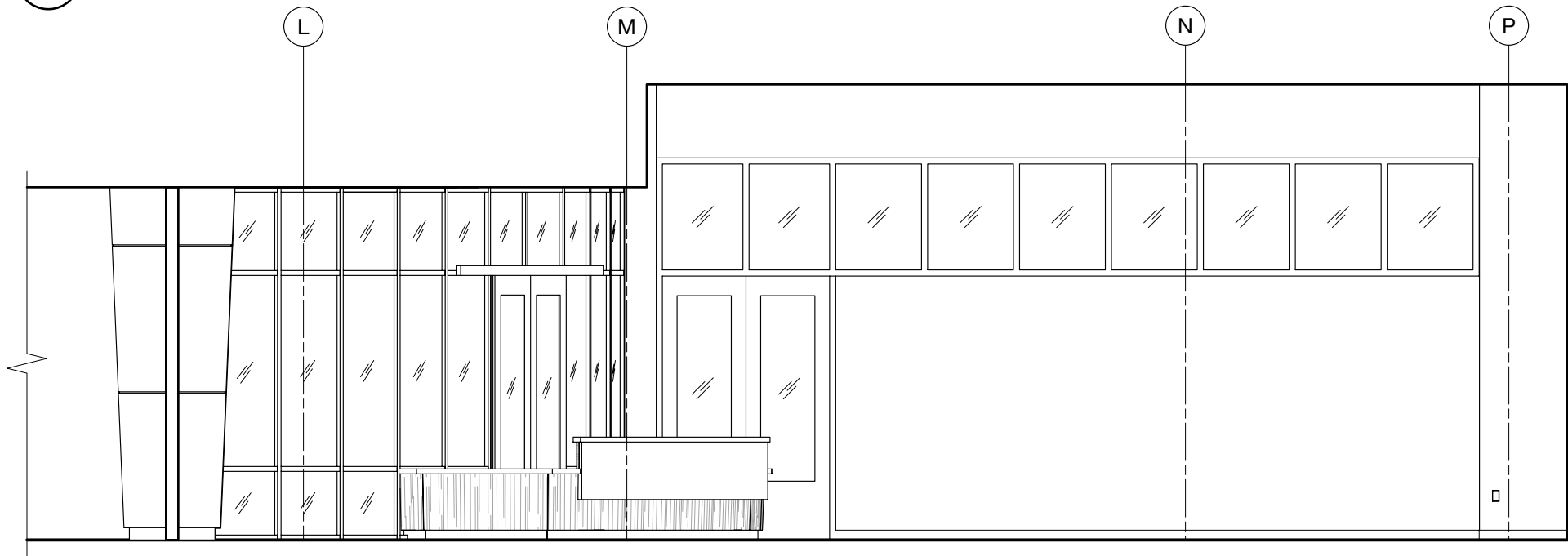
1 Roseville Utility Exploration Center (RUEC) - Demolition Plan
Scale: 1/8" = 1'-0"

Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Sheet Number	
Bart Exhibition Design	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245 City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750			<		



Remove chair rail, patch & repair wall as req'd.

1 Exploration Center - Elevation (Exist.)
Scale: 3/16" = 1'-0"



2 Exploration Center - Elevation (Exist.)
Scale: 3/16" = 1'-0"

Bart

Exhibition
Design

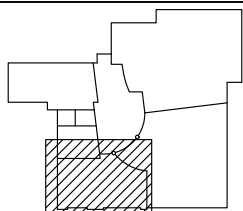
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Roseville Utility Exploration Center

Drawing Name
Elevations: Exist. Conditions

Date
9/9/2022

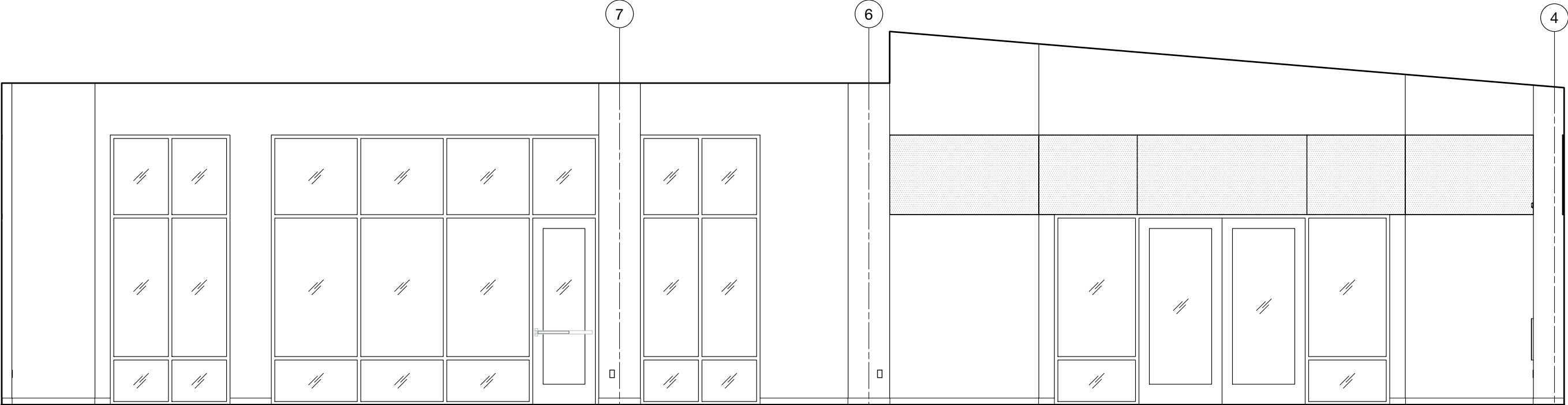
Designer
TW, BH

Scale
As Noted

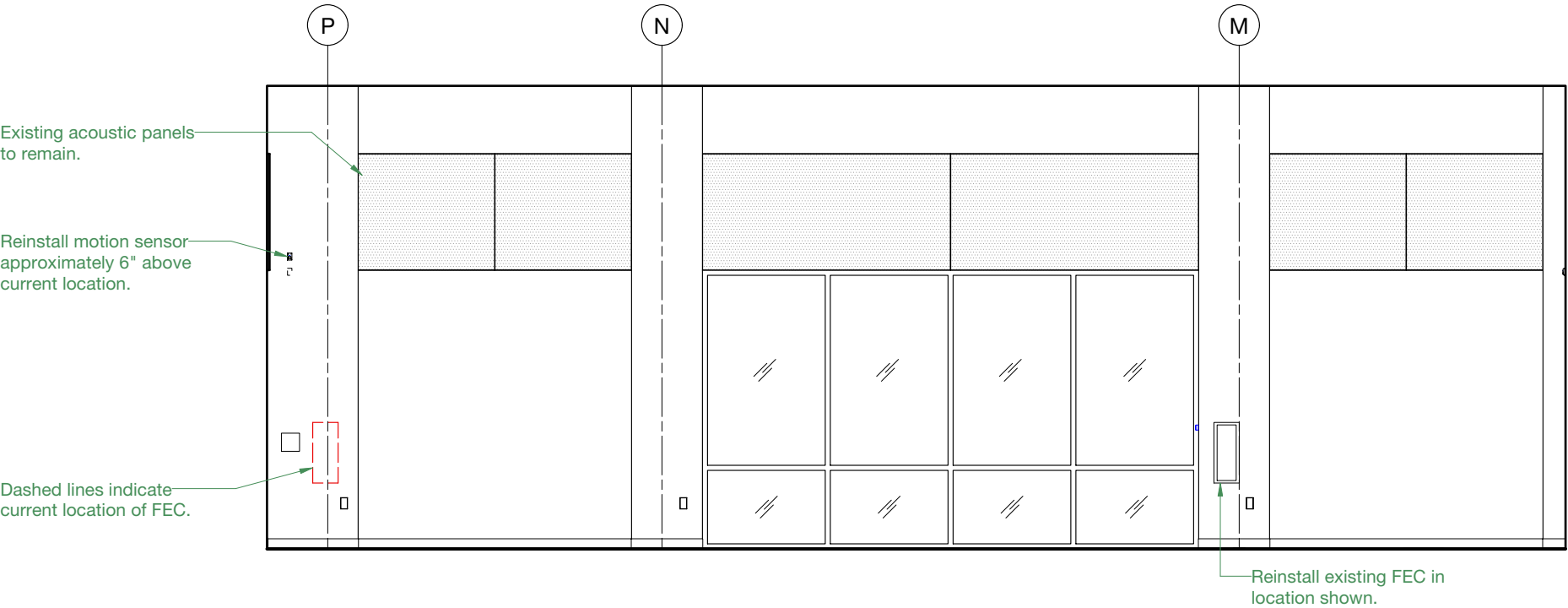
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A-2.00

Sheet Number

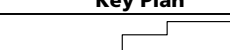
A-2.00

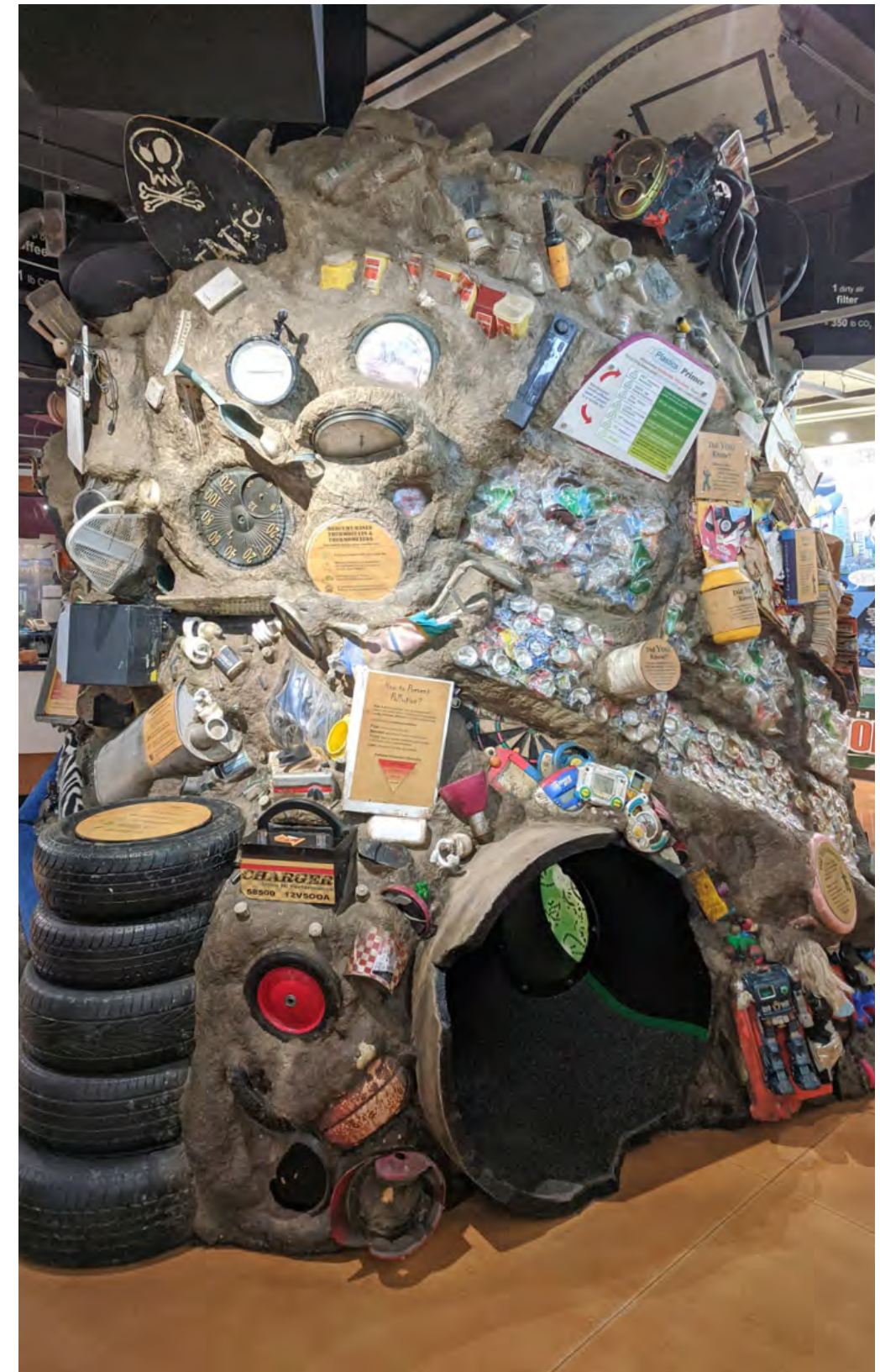


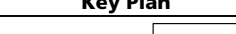
1 Exploration Center - Elevation (Exist.)
Scale: 3/16" = 1'-0"



2 Exploration Center - Elevation (Exist.)
Scale: 3/16" = 1'-0"

Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Project Name & No. Roseville Utility Exploration Center		Drawing Name Elevations: Exist. Conditions	Sheet Number A-2.01
Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245 City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750				Date 9/9/2022 Scale As Noted	Designer TW, BH Sheet No. A-2.01			
			9/9/2022 Issued for bid					



Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Project Name & No. Roseville Utility Exploration Center		Drawing Name Reference Photos	Sheet Number A-5.00
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245	City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750			9/9/2022 Issued for bid	Date 9/9/2022 Scale As Noted	Designer TW, BH Sheet No. A-5.00		



5. "Green/Not Green" gameshow interactive.



6. "Green House" exhibit structure.



7. "Shop Smart" exhibit and double-sided moveable wall exhibit (rarely moved because of size).

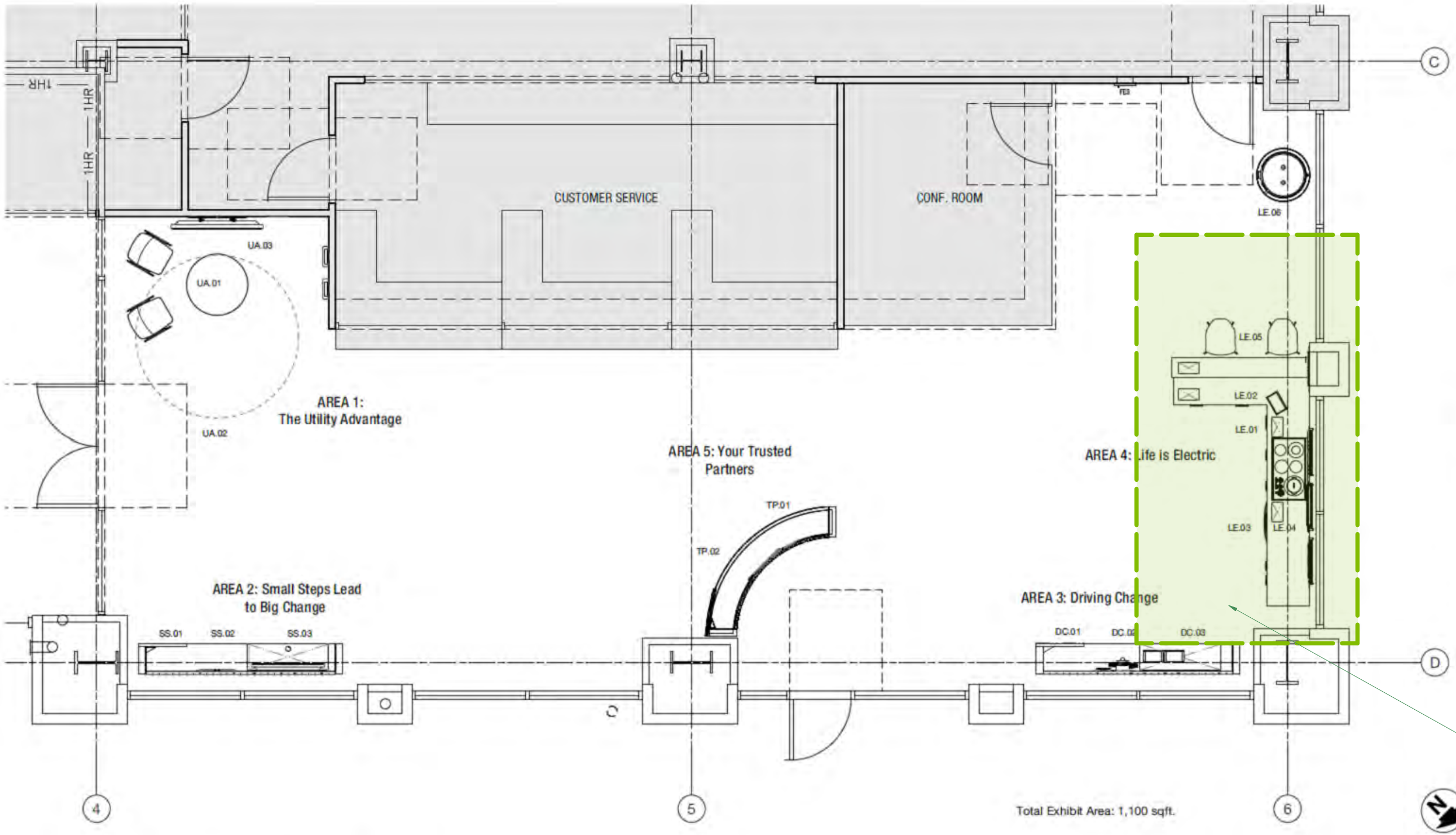


8. Interactive "Magnetic Wall" exhibit.



9. Existing bulletin board display.

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						Project Name & No. Roseville Utility Exploration Center	Drawing Name Reference Photos
						Date 9/9/2022	Designer TW, BH
					9/9/2022 Issued for bid	Scale As Noted	Sheet No. A-5.01
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Roseville Electric Customer Service Exhibits

01 The Utility Advantage (UA)

- UA.01 Uniquely Roseville
- UA.02 The Future is Bright
- UA.03 Customer Education

02 Small Steps Lead to Big Change (SS)

- SS.01 Modular Display
- SS.02 Powering Roseville
- SS.03 Exploring Daily Peak Demand

03 Your Trusted Partners (TP)

- TP.01 Modular Display
- TP.02 We are Roseville

04 Driving Change (DC)

- DC.01 Modular Display
- DC.02 Charging Ahead
- DC.03 EVs for Everyone

05 Life is Electric (LE)

- LE.01 The Future is Electric
- LE.02 Light Up Your Life
- LE.03 Empowering Your Home
- LE.04 A Window Onto Savings
- LE.05 Customer Solutions Station
- LE.06 Weathering the Weather

Area to place house frame section

1

Roseville Electric Customer Service (RECS) - Exhibit Plan
Scale: 3/16" = 1'-0"

Bart

Exhibition
Design

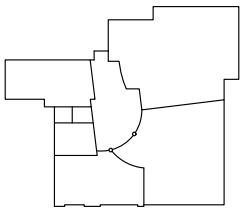
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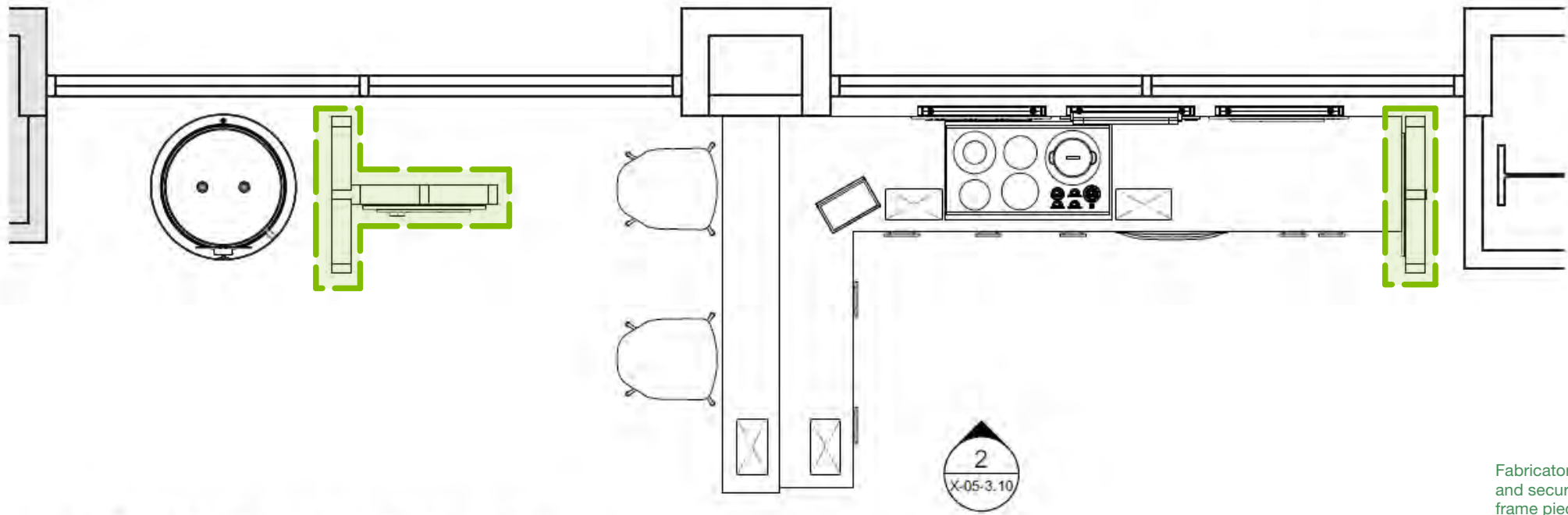
Drawing Name
House Frame Re-Install Ref.

Designer
TW, BH

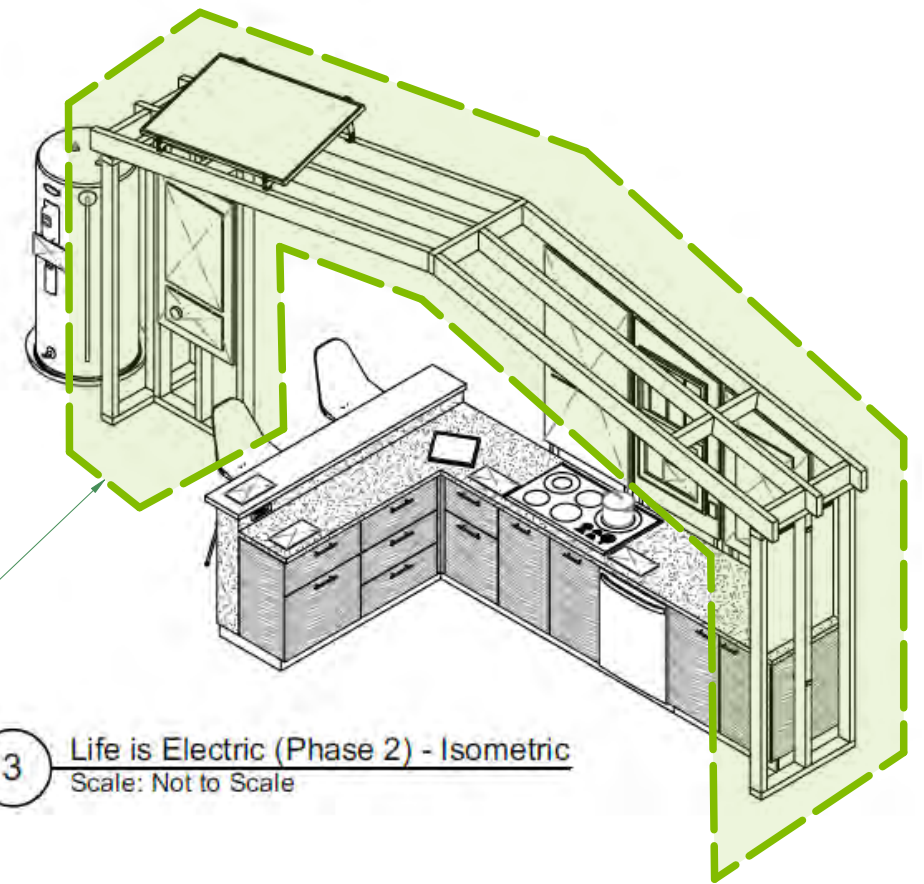
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Sheet Number

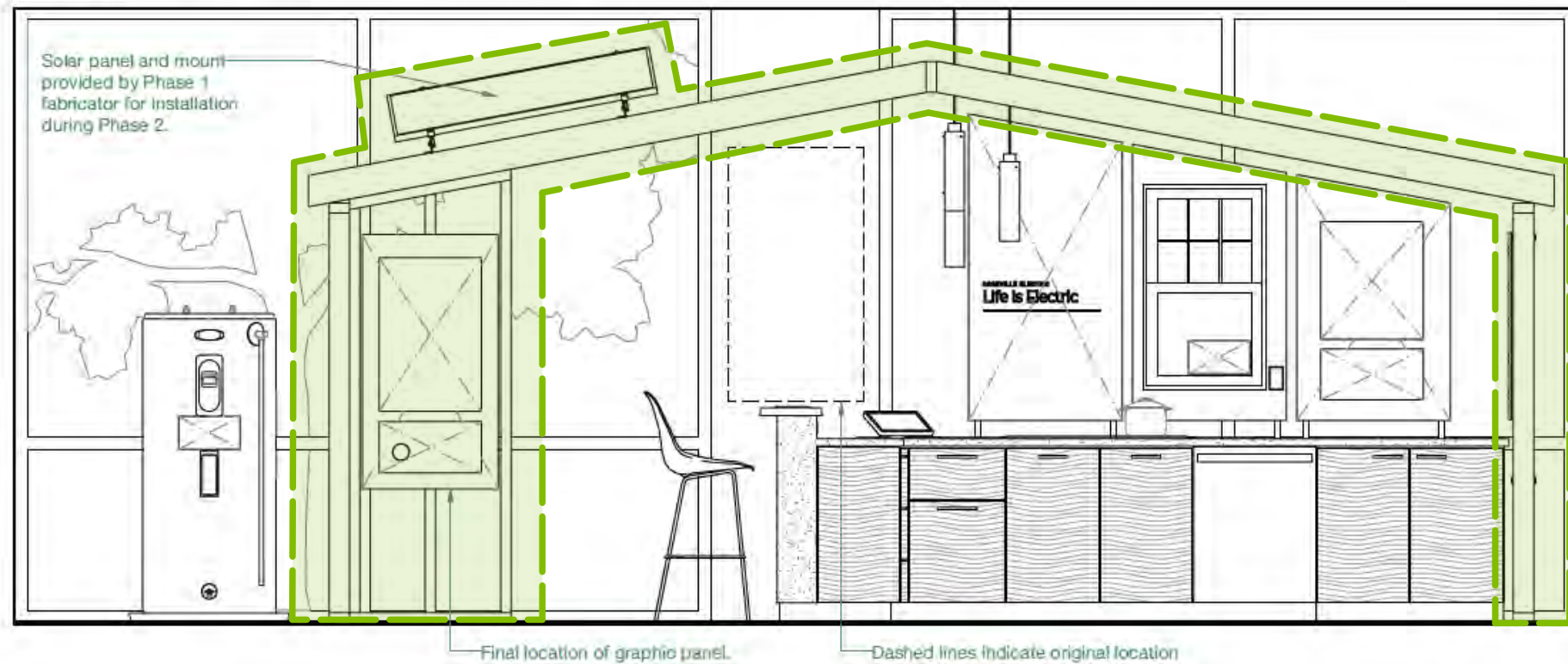
A-5.02



1 Life is Electric (Phase 2) - Partial Plan
Scale: 3/8" = 1'-0"



3 Life is Electric (Phase 2) - Isometric
Scale: Not to Scale



2 Life is Electric (Phase 2) - Elevation
Scale: 3/8" = 1'-0"

Bart

Exhibition
Design

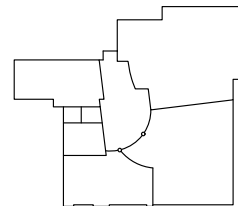
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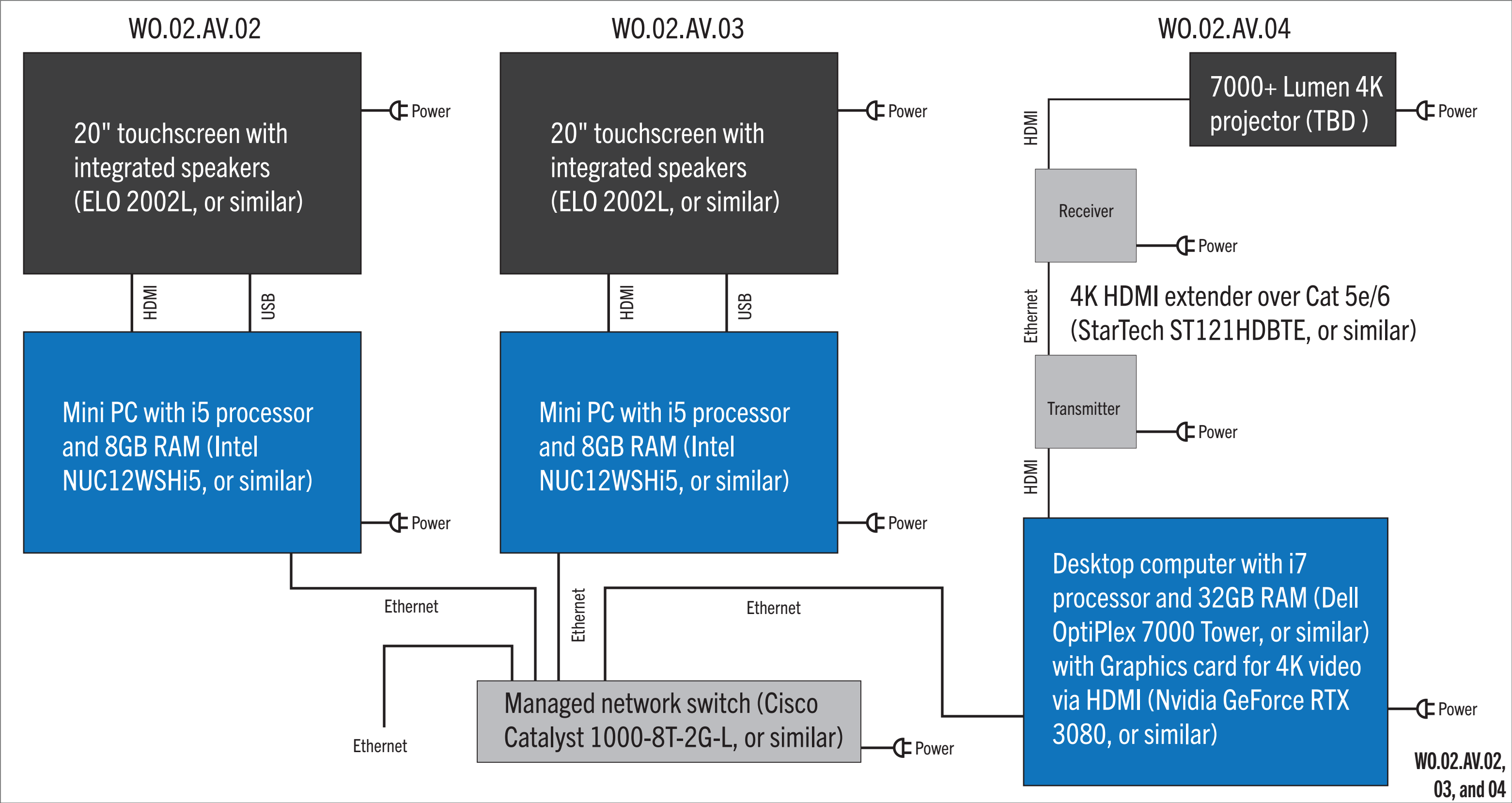
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House Frame Re-Install Ref.

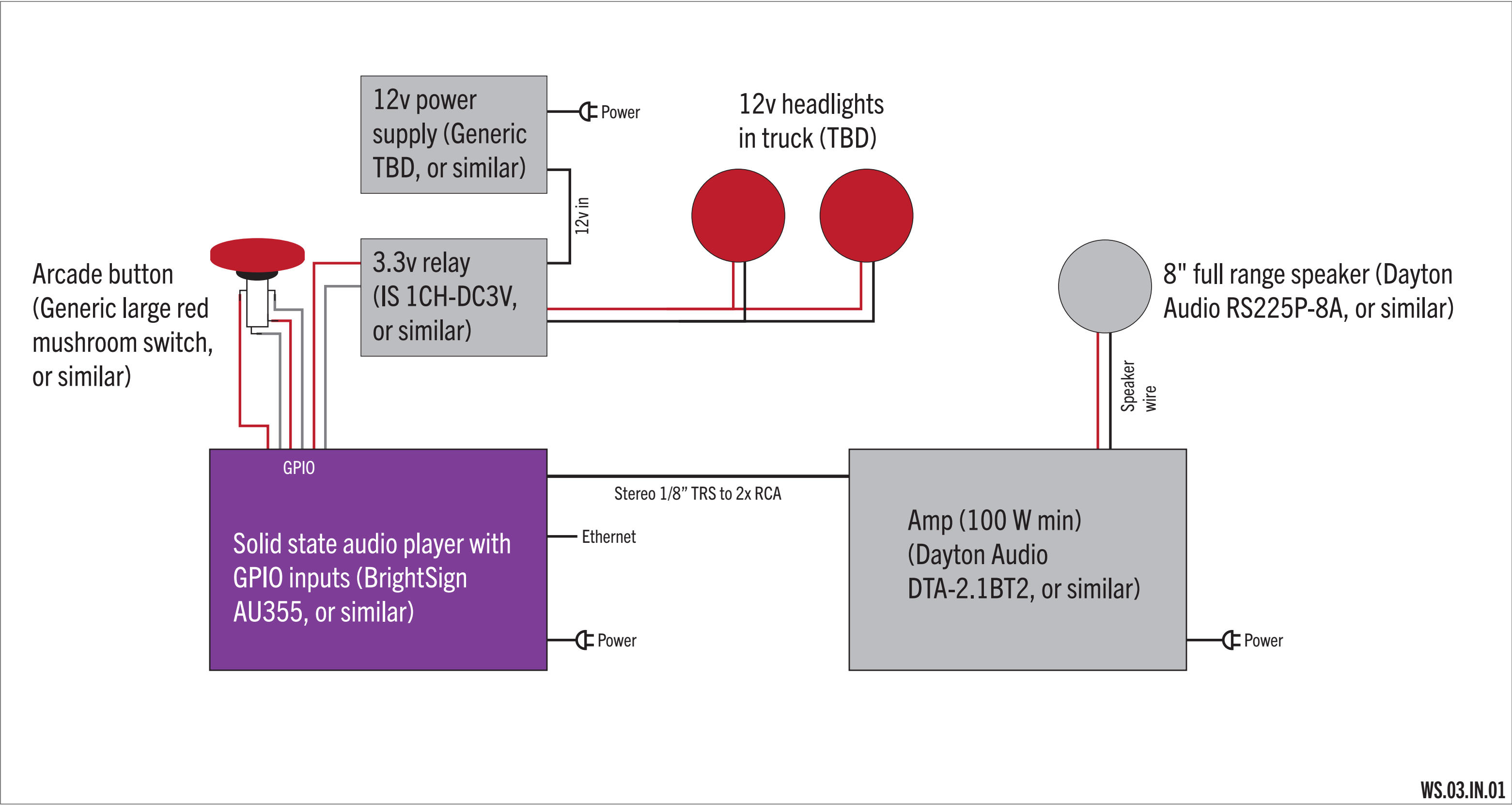
Designer
TW, BH

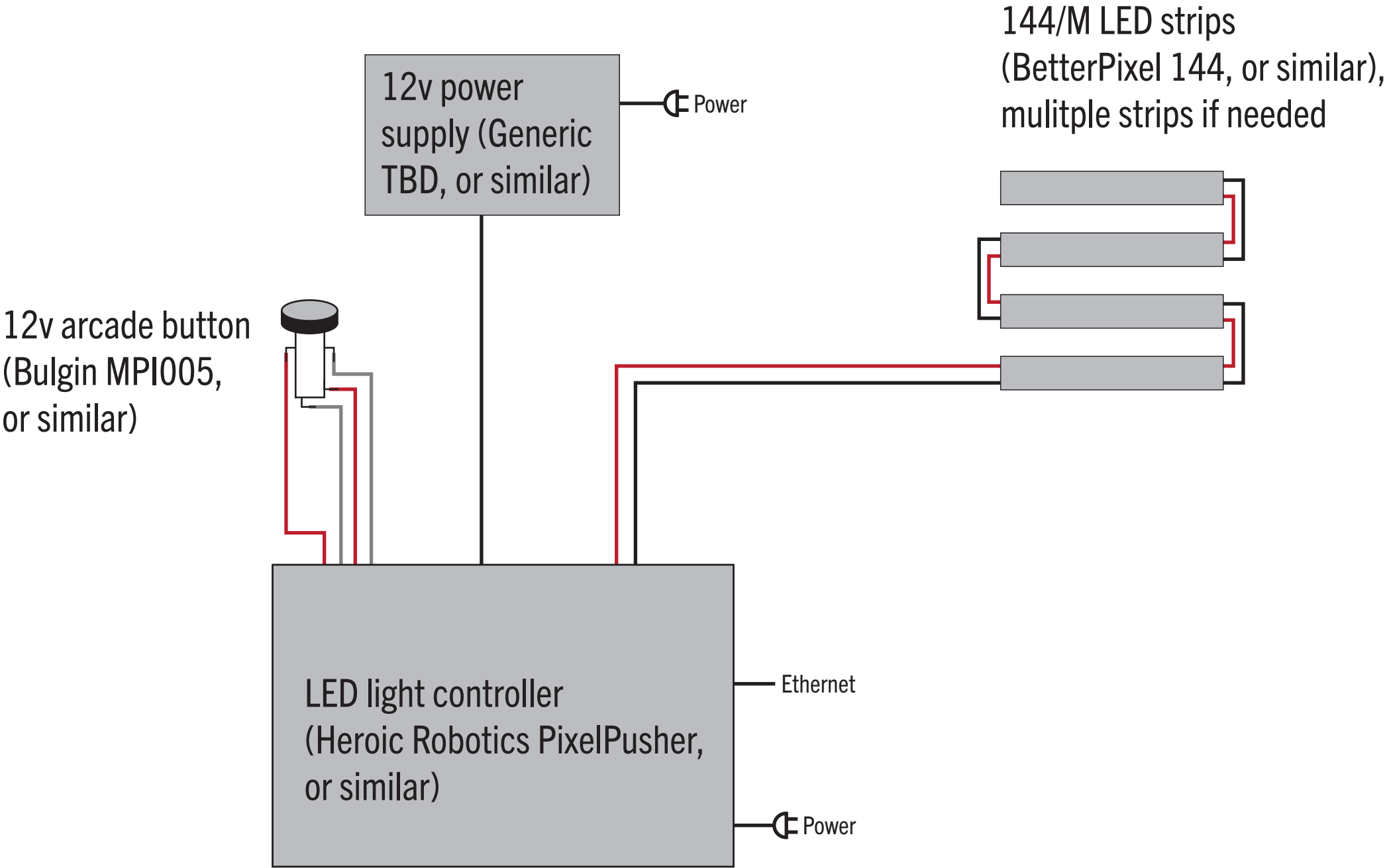
Sheet No.
A-5.03

Sheet Number

A-5.03







WA.04.IN.01

Bart

Exhibition
Design

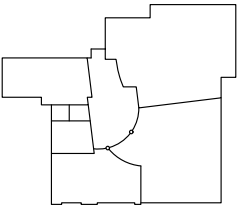
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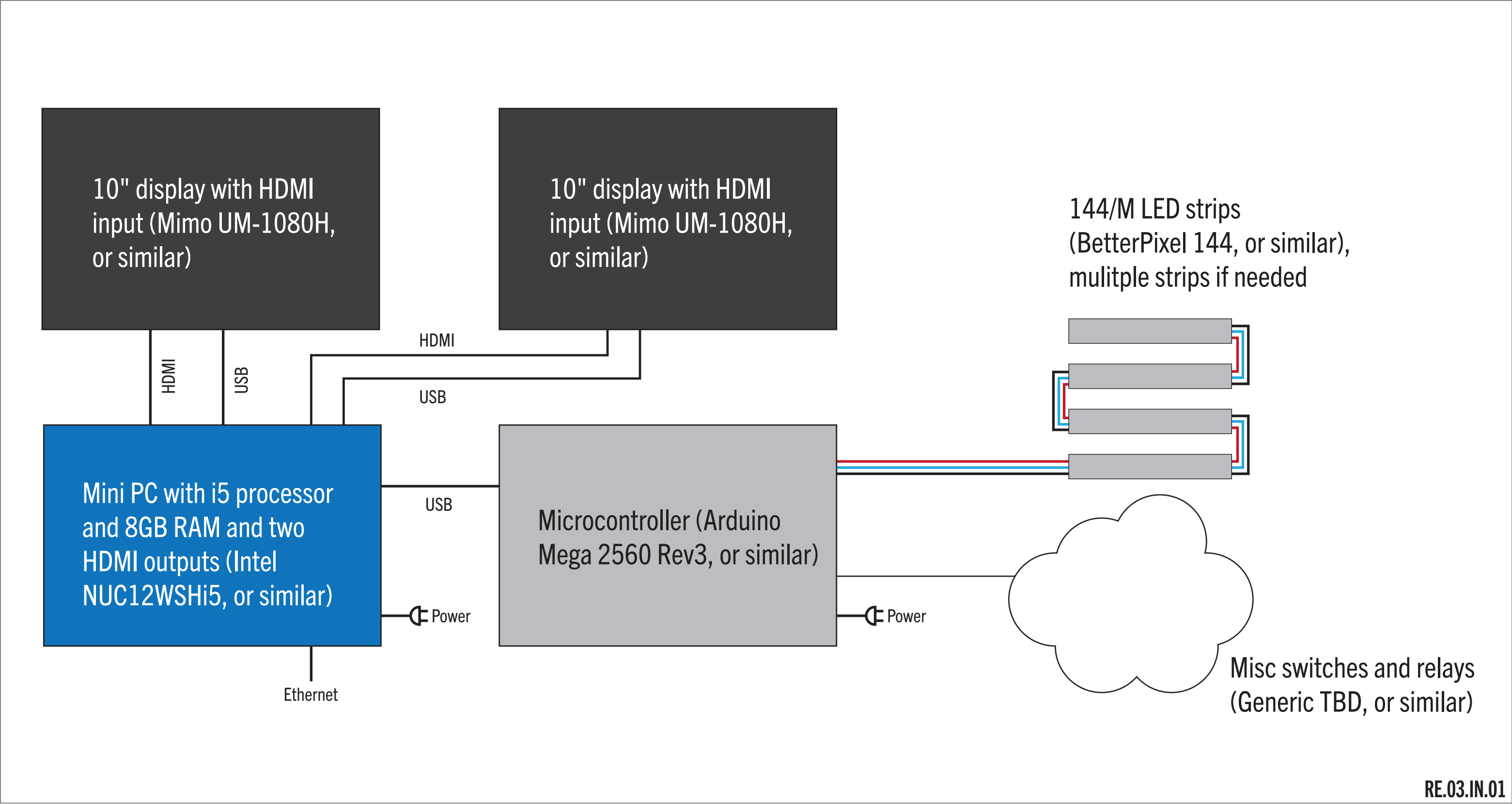
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Audiovisual Diagrams

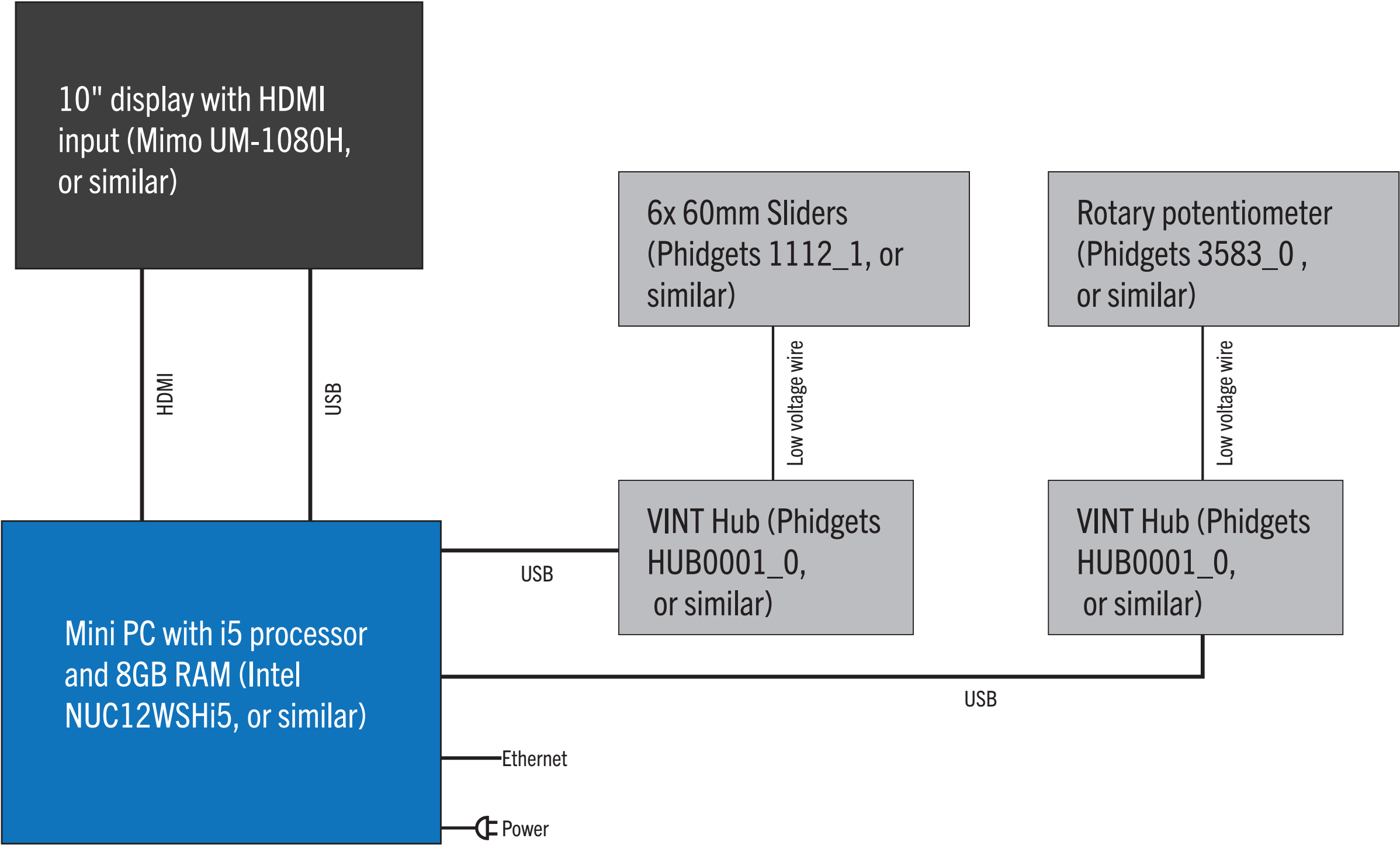
Designer
TW, BH

Sheet No.
AV-1.06

Sheet Number

AV-1.06





UH.02.IN.01

Bart

Exhibition
Design

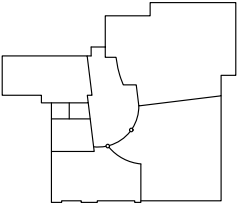
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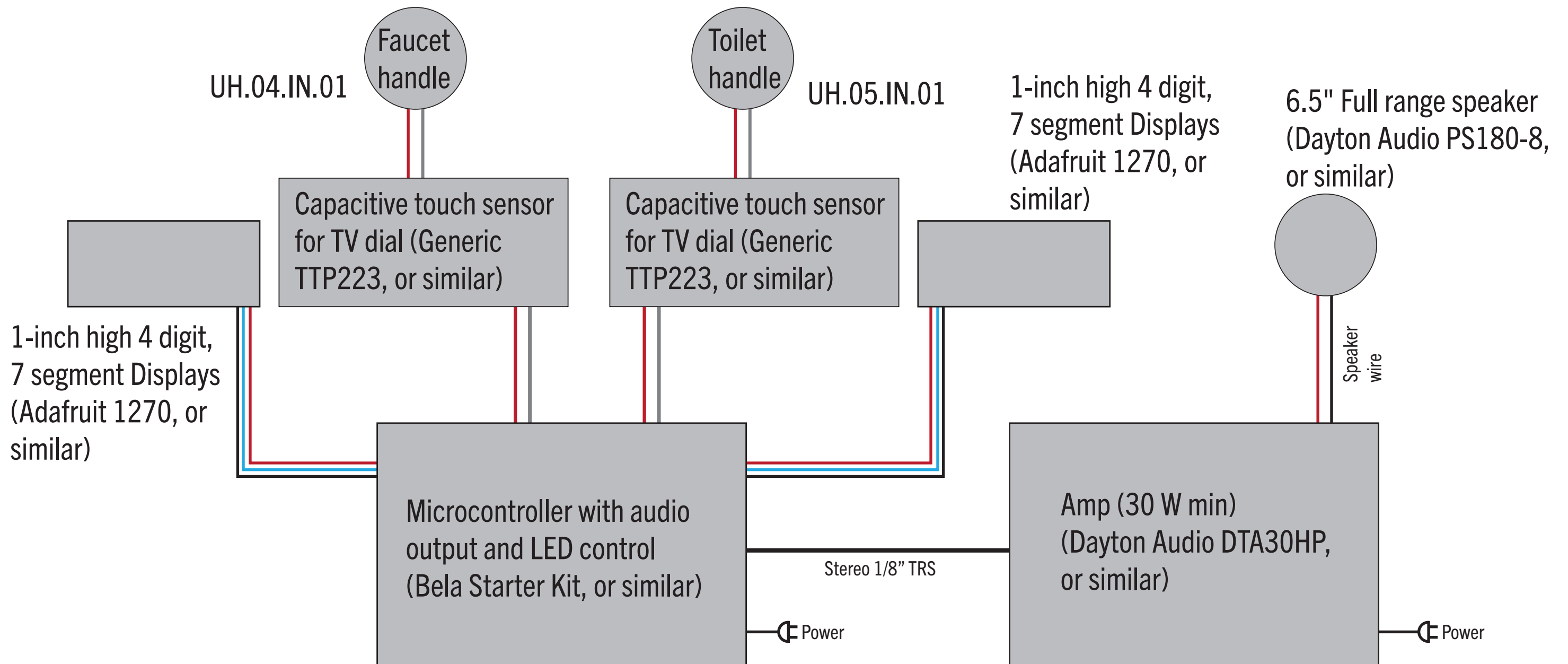
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Audiovisual Diagrams

Designer
TW, BH

Sheet No.
AV-1.09

Sheet Number

AV-1.09



UH.04.IN.01

Bart

Exhibition
Design

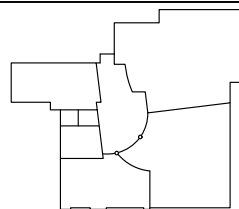
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1041 Morse Drive
Pacific Grove, CA 93950
612.423.5245

City of Roseville
2005 Hilltop Circle, Suite 130
Roseville, CA 95747
916.746.1750

Key Plan



Revisions

9/9/2022 Issued for bid

Project Name & No.
Roseville Utility Exploration Center

Date
9/9/2022

Scale

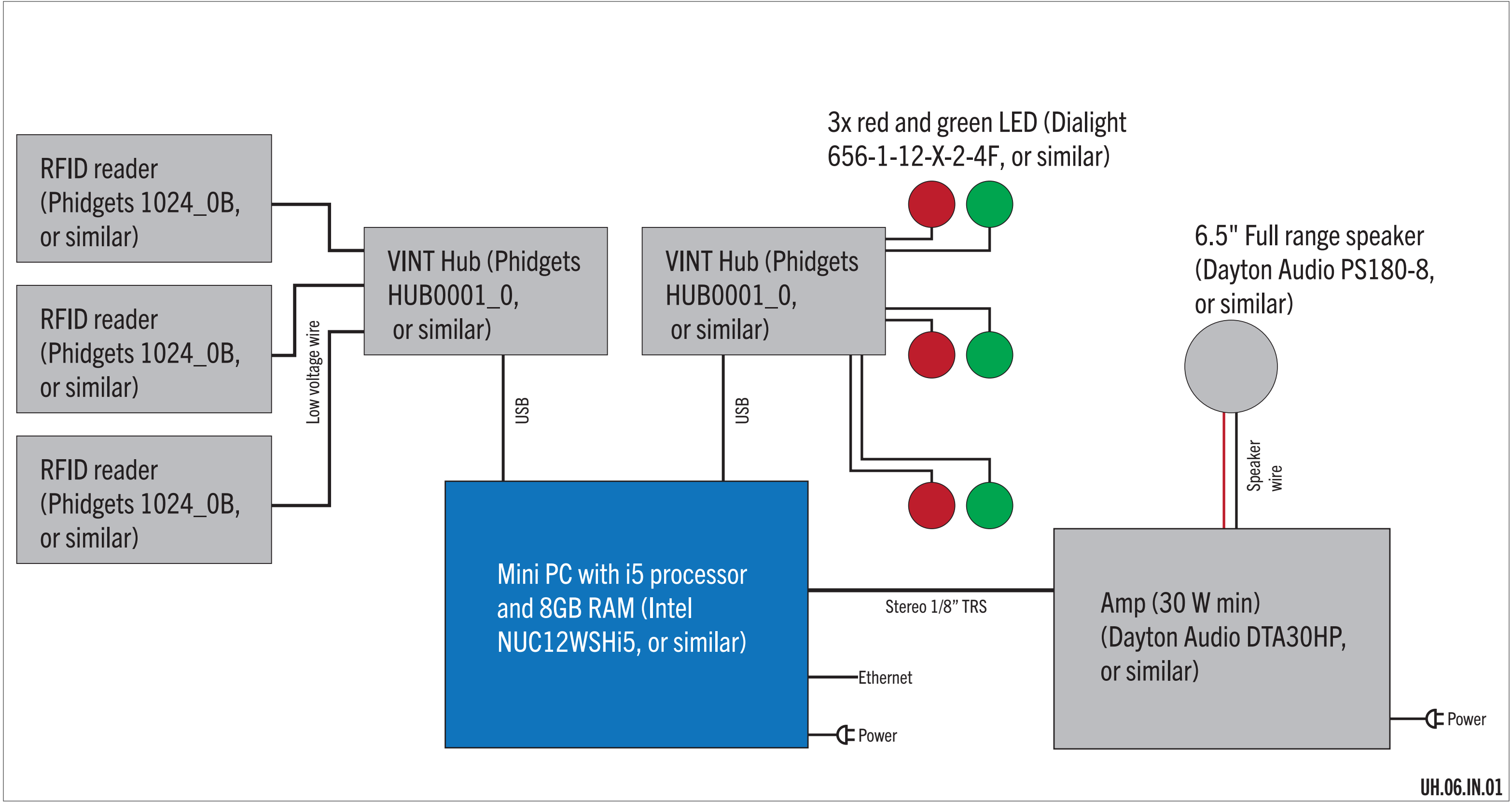
Drawing Name
Audiovisual Diagrams

Designer
TW, BH

Sheet No.
AV-1.10

Sheet Number

AV-1.10



RUEC AV Hardware Specs

Code	Working Title	Description	Brand	Part No	Notes
LO.01.AV.02	Media Wall	98" 4K Commerical Grade UHD LED Display	Samsung	QB98T	
LO.01.AV.02	Media Wall	4K Solid state video player	BrightSign	HD224	
LO.01.AV.02	Media Wall	Amp (600 W min)	Crown	CDi2000	
LO.01.AV.02	Media Wall	Pair of loud speakers (300 W min)	JBL	CBT 70J-1	
LO.01.AV.02	Media Wall	Misc cables, wires, and surge protector			
WO.02.AV.02	Interactive map touchscreen	20" touchscreen with integrated speakers	ELO	2002L	Communicates with projector computer over network switch
WO.02.AV.02	Interactive map touchscreen	Mini PC with i5 processor and 8GB RAM	Intel	NUC12WSHi5	
WO.02.AV.02	Interactive map touchscreen	Misc cables and surge protector			
WO.02.AV.03	Interactive map touchscreen	20" touchscreen with integrated speakers	ELO	2002L	Duplicate of WO.02.AV.02. Communicates with projector computer over network switch.
WO.02.AV.03	Interactive map touchscreen	Mini PC with i5 processor and 8GB RAM	Intel	NUC12WSHi5	
WO.02.AV.03	Interactive map touchscreen	Misc cables and surge protector			
WO.02.AV.04	Interactive map projection	Managed network switch	Cisco	Catalyst 1000-8T-2G-L	Allow sateliite computers to communitate with main application on this machine Because both satallite computers require a touchscreen, we cannot use one computer with three displays (two of which are touch screens). Windows only allows one touch screen per computer.
WO.02.AV.04	Interactive map projection	Desktop computer with i7 processor and 32GB RAM	Dell	OptiPlex 7000 Tower	
WO.02.AV.04	Interactive map projection	Graphics card for 4K video via HDMI	Nvidia	GeForce RTX 3080	
WO.02.AV.04	Interactive map projection	7000+ Lumen 4K projector	TBD	TBD	
WO.02.AV.04	Interactive map projection	4K HDMI extender over Cat5e/6	StarTech	ST121HDBTE	
WO.02.AV.04	Interactive map projection	Misc cables and surge protector			
WS.05.AV.02	Waste Services Sorter	65" multi-touch screen with rugged surface	3M	PCAP	
WS.05.AV.02	Waste Services Sorter	Desktop computer with i7 processor and 32GB RAM	Dell	OptiPlex 7000 Tower	
WS.05.AV.02	Waste Services Sorter	Graphics card with min 10gb RAM and HDMI out	Nvidia	GeForce RTX 3080	
WS.05.AV.02	Waste Services Sorter	Misc cables and surge protector			
WA.02.AV.01	Groundwater interactive	43" 4K UHD Commerical Display	Samsung	QE43T	
WA.02.AV.01	Groundwater interactive	Desktop computer with i7 processor and 32GB RAM	Dell	OptiPlex 7000 Tower	
WA.02.AV.01	Groundwater interactive	Graphics card with min 10gb RAM and HDMI out	Nvidia	GeForce RTX 3080	
WA.02.AV.01	Groundwater interactive	Precision accelerometer	Phidgets	MOT0110_0	
WA.02.AV.01	Groundwater interactive	VINT Hub	Phidgets	HUB0001_0	
WA.02.AV.01	Groundwater interactive	Misc cables, wires, and surge protector			
WW.05.AV.01	Meet the Microbes	Short throw rear projector	TBD	TBD	
WW.05.AV.01	Meet the Microbes	Rear mounted IR camera for multi-touch	TBD	TBD	
WW.05.AV.01	Meet the Microbes	Desktop computer with i7 processor and 32GB RAM	Dell	OptiPlex 7000 Tower	

Bart

Exhibition Design

Roseville Utility Exploration Center

Final Design Bid Docs

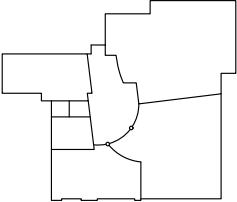
Bart Hays Exhibition Design

1041 Morse Drive
Pacific Grove, CA 93950
612.423.5245

City of Roseville

2005 Hilltop Circle, Suite 130
Roseville, CA 95747
916.746.1750

Key Plan



Revisions

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Project Name & No.

Roseville Utility Exploration Center

Date

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Scale

Drawing Name

Audiovisual Equipment Specs

Designer

TW, BH

Sheet No.

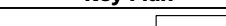
AV-1.20

Sheet Number

AV-1.20

RUEC AV Hardware Specs

Code	Working Title	Description	Brand	Part No	Notes
WW.05.AV.01	Meet the Microbes	Graphics card with min 10gb RAM and HDMI out	Nvidia	GeForce RTX 3080	
WW.05.AV.01	Meet the Microbes	Misc cables and surge protector			
WS.03.IN.01	Garbage truck interactive	Solid state audio player with GPIO inputs	BrightSign	AU355	Alternatively could be a micro controller solution
WS.03.IN.01	Garbage truck interactive	8" full range speaker	Dayton Audio	RS225P-8A	
WS.03.IN.01	Garbage truck interactive	Amp (100 W min)	Dayton Audio	DTA-2.1BT2	
WS.03.IN.01	Garbage truck interactive	12v arcade button	Generic	large red mushroom switch	
WS.03.IN.01	Garbage truck interactive	12v power supply	Generic	TBD	
WS.03.IN.01	Garbage truck interactive	3.3v relay	IS	1CH-DC3V	BrightSign controls relay via 3.3v, completing 12v circuit
WS.03.IN.01	Garbage truck interactive	12v headlights in truck	TBD	TBD	
WS.03.IN.01	Garbage truck interactive	Misc cables, wires, and surge protector			
WS.04.IN.03	TV Dial interactive	Solid state audio player with GPIO inputs	BrightSign	AU355	Alternatively could be a micro controller solution
WS.04.IN.03	TV Dial interactive	8" full range speaker	Dayton Audio	RS225P-8A	
WS.04.IN.03	TV Dial interactive	Amp (100 W min)	Dayton Audio	DTA-2.1BT2	
WS.04.IN.03	TV Dial interactive	Capacitive touch sensor for TV dial	Generic	TTP223	
WS.04.IN.03	TV Dial interactive	12v power supply	Generic	TBD	
WS.04.IN.03	TV Dial interactive	3.3v relay	IS	1CH-DC3V	BrightSign controls relay via 3.3v, completing 12v circuit
WS.04.IN.03	TV Dial interactive	12v LED strips lighting behind static backlit graphic	GUOTONG	B075LB9HK2	
WS.04.IN.03	TV Dial interactive	Misc cables, wires, and surge protector			
WA.04.IN.01	Water Above, Water Below wall Intera	LED light controller	Heroic Robotics	PixelPusher	Alternatively could be a micro controller solution, i.e. Teensy 4.0
WA.04.IN.01	Water Above, Water Below wall Intera	144/M LED strips	BetterPixel	144	
WA.04.IN.01	Water Above, Water Below wall Intera	12v arcade button	Bulgin	MPI005	
WA.04.IN.01	Water Above, Water Below wall Intera	Power supply for LEDs	Generic	TBD	
WA.04.IN.01	Water Above, Water Below wall Intera	Misc cables, wires, and surge protector			
RE.03.IN.01	Powering Roseville Interactive	2x 10" displays with HDMI input	Mimo	UM-1080H	Non-touch but rugged.
RE.03.IN.01	Powering Roseville Interactive	Mini PC with i5 processor and 8GB RAM and two HD	Intel	NUC12WSHi5	
RE.03.IN.01	Powering Roseville Interactive	Microcontroller	Arduino	Mega 2560 Rev3	Alternatively could be Phidgets VINT Hub to detect circuits
RE.03.IN.01	Powering Roseville Interactive	Misc switches and relays	Generic	TBD	
RE.03.IN.01	Powering Roseville Interactive	LED strips	BetterPixel	144	
RE.03.IN.01	Powering Roseville Interactive	Misc cables, wires, and surge protector			
UH.02.IN.01	What's your Impact Interactive	Mini PC with i5 processor and 8GB RAM	Intel	NUC12WSHi5	
UH.02.IN.01	What's your Impact Interactive	2x VINT Hubs	Phidgets	HUB0001_0	Alternatively could be a micro controller solution, i.e. Arduino Mega
UH.02.IN.01	What's your Impact Interactive	6x 60mm Sliders	Phidgets	1112_1	
UH.02.IN.01	What's your Impact Interactive	Rotary potentiometer	Phidgets	3583_0	

Bart Exhibition Design	Roseville Utility Exploration Center		Final Design Bid Docs	Key Plan	Revisions	Project Name & No. Roseville Utility Exploration Center		Drawing Name Audiovisual Equipment Specs	Sheet Number AV-1.21
	Bart Hays Exhibition Design 1041 Morse Drive Pacific Grove, CA 93950 612.423.5245	City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750			9/9/2022 Issued for bid	Date 9/9/2022 Scale	Designer TW, BH Sheet No. AV-1.21		

RUEC AV Hardware Specs

Code	Working Title	Description	Brand	Part No	Notes
UH.02.IN.01	What's your Impact Interactive	10" display with HDMI input	Mimo	UM-1080H	Non-touch but rugged
UH.02.IN.01	What's your Impact Interactive	Misc cables, wires, and surge protector			
UH.04.IN.01	Faucet Leak interactive	Microcontroller with audio output and LED control	Bela	Starter Kit	Assembled Bela unit (Bela cape + BeagleBone Black), 2 audio adapter cables, and a USB cable
UH.04.IN.01	Faucet Leak interactive	2x Capacitive touch sensor for faucet handle and toil	Generic	TTP223	
UH.04.IN.01	Faucet Leak interactive	2x 1-inch high 4 digit, 7 segment Displays	Adafruit	1270	
UH.04.IN.01	Faucet Leak interactive	6.5" Full range speaker	Dayton Audio	PS180-8	
UH.04.IN.01	Faucet Leak interactive	Amp (30 W min)	Dayton Audio	DTA30HP	
UH.05.IN.01	Toilet Leak Interactive				Note, same microcontroller for both UH.04.IN.01 and UH.05.IN.01, i.e. one system
UH.06.IN.01	Waste sorting interactive	Mini PC with i5 processor and 8GB RAM	Intel	NUC12WSHi5	More info on RFID and phidgets: https://www.phidgets.com/docs/RFID_Primer
UH.06.IN.01	Waste sorting interactive	3x RFID readers	Phidgets	1024_0B	
UH.06.IN.01	Waste sorting interactive	2x VINT Hubs	Phidgets	HUB0001_0	
UH.06.IN.01	Waste sorting interactive	3x red and green LED	Dialight	656-1-12-X-2-4F	
UH.06.IN.01	Waste sorting interactive	6.5" Full range speaker	Dayton Audio	PS180-8	
UH.06.IN.01	Waste sorting interactive	Amp (30 W min)	Dayton Audio	DTA30HP	
UH.06.IN.01	Waste sorting interactive	Misc cables, wires, and surge protector			

EXHIBIT L - GRAPHICS PACKAGE



ROSEVILLE UTILITY EXPLORATION CENTER

BID SET: GRAPHICS PACKAGE

September 9, 2022



Bart

Exhibition
Design



COLOR PALETTE

Roseville Utility Exploration Center colors are inspired by the whimsical hues in the new logo. The bold color palette is not too serious or intimidating and makes this complex topic accessible to a wide audience. Each bright color represents one of the Roseville utilities and will be used to help visitors navigate the Exploration Center. These bold hues and clean graphics stand out against the neutral backdrop of plywood and steel finishes in the exhibits.

Primary colors & Utility Icons



Pantone 7699C

Pantone 3125C

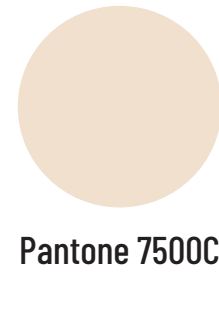
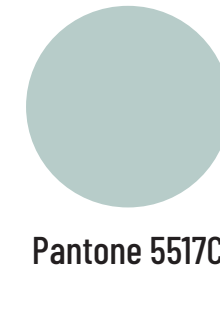
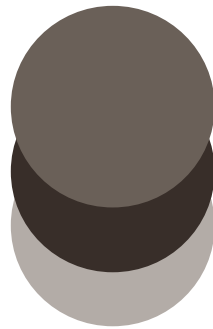
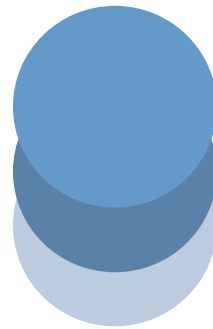
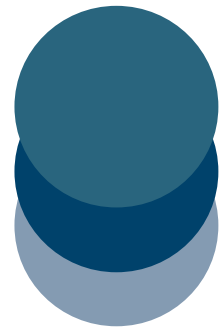
Pantone 652C

Pantone 405C

Pantone 7408C

Pantone 368C

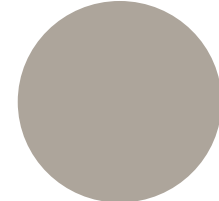
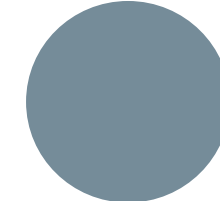
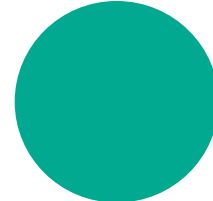
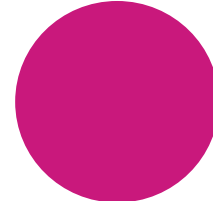
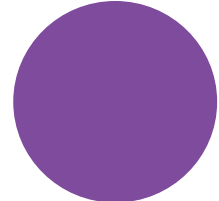
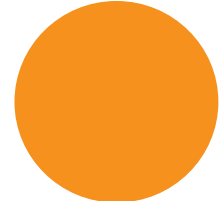
Spot Colors



Shades

Tints (10-90%)

Accent colors



Pantone 144C

Pantone 2587C

Pantone 233C

Pantone 3268C

Pantone 5517C

Pantone 7500C

Pantone 7544C

Pantone 7536C

Bart

Exhibition
Design

ROSEVILLE UTILITY EXPLORATION CENTER

City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750

GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
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FONTS

Titles

The clean, rounded letterforms of the MONTSERRAT font offer a whimsical, yet legible display. The dropped crossbar give the capital ‘R’ and ‘P’ a playful quality and the perfectly circular ‘O’ and ‘C’ mimic the circular form in the pinwheel of the logo. The large dots on the lowercase ‘i’ reinforce this important shape.

Montserrat Bold:

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyz
 1234567890

Montserrat Semibold:

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyz
 1234567890

Montserrat Medium:

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyz
 1234567890

Montserrat Light:

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyz
 1234567890

Body Copy

BARLOW CONDENSED is a clean, contemporary font with a vintage feel. It has an industrial flair but its playful letterforms make the text accessible to a wide audience, delivering complicated information clearly and without distraction. Its condensed, vertical letterforms contrast with the horizontality of the pipes and other elements in the exhibits. Barlow Condensed is a versatile font with semibold and Extra Bold options for headers, and a variety of light weight fonts for fine tuning body copy. The condensed font relates to that used in the logo.

Barlow Condensed Semibold:

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyz
 1234567890

Barlow Condensed Regular:

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyz
 1234567890

Barlow Condensed Light:

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyz
 1234567890

Barlow Condensed Extralight:

ABCDEFGHIJKLMNOPQRSTUVWXYZ
 abcdefghijklmnopqrstuvwxyz
 1234567890

Sample text

Title Bar (Montserrat Bold):

WASTE SERVICES

Intro Panel (Montserrat Semibold with Barlow Condensed):

Take Out the Trash

Mulum nos conia mei clum for ac morum consum manum estus atid di pri tum. Epopons et vemurbit omnium co urnum mo pulabis esitam re, pra in tum praequos, etiam ocaed con sil ut vivivivis bondi patrum telicto et ium con hus?

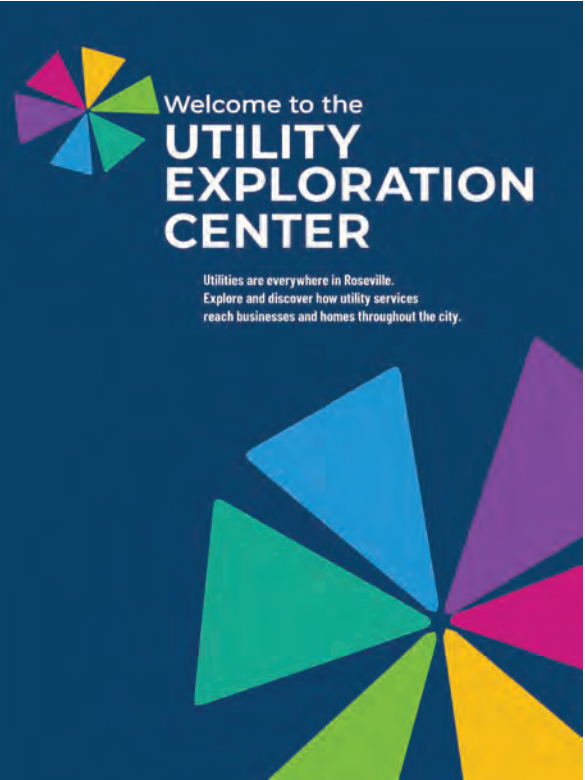


Panel Title

Utilities Icons/
Introduction



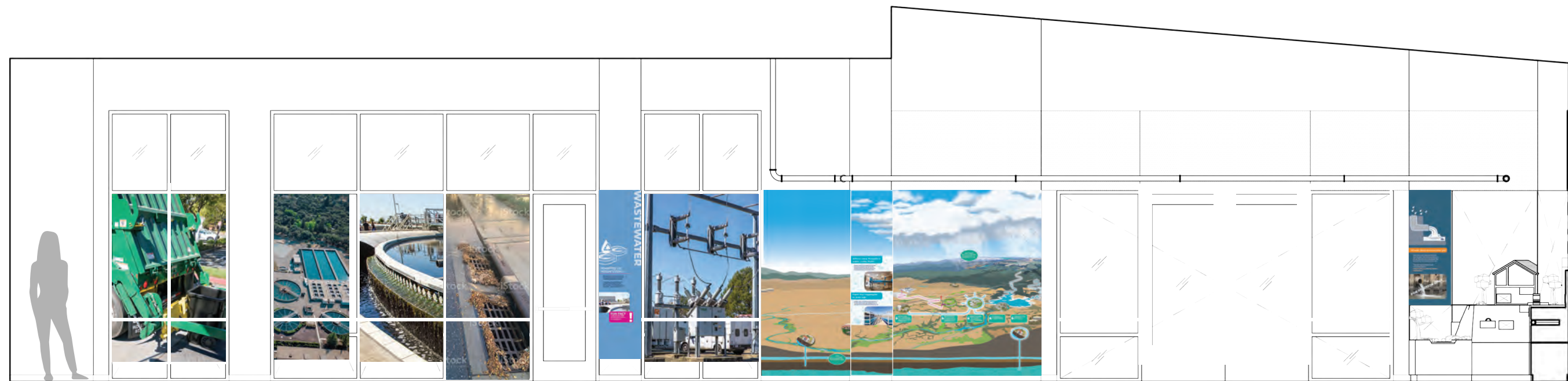
W0.01.GP.01:
Exhibit Intro Panel
(32.25" wide x 93.38" tall)



W0.02.GP.01:
Backlit graphic on map
(36" wide x 48" tall)



L0.02.GP.02:
Welcome panel
(20" wide x 34" tall)



W0.03.GP.01

W0.03.GP.02

W0.03.GP.03

W0.03.GP.04

WW.01.GP.01

W0.03.GP.05

WA.04.GP.02

WA.04.GP.01

W0.03.GP.06

ST.02.GP.01

Window Wall Elevation

3/8"=1'-0"

Bart

Exhibition
Design

ROSEVILLE UTILITY EXPLORATION CENTER

City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750

GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
4



W0.03.GP.01:
Window Cling - Waste Services
(65" wide x 106" tall)



W0.03.GP.02:
Window Cling - Water
(48" wide x 106" tall)



W0.03.GP.03:
Window Cling - Wastewater
(48" wide x 106" tall)



W0.03.GP.04:
Window Cling - Stormwater
(48" wide x 106" tall)



W0.03.GP.05:
Window Cling - Electric
(65" wide x 106" tall)

Bart

Exhibition
Design

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City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750

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Bid Set

September 9, 2022

sheet
5



W0.03.GP.06:
Window Film
Second Welcome
(194" wide x 106" tall)

Bart

Exhibition
Design

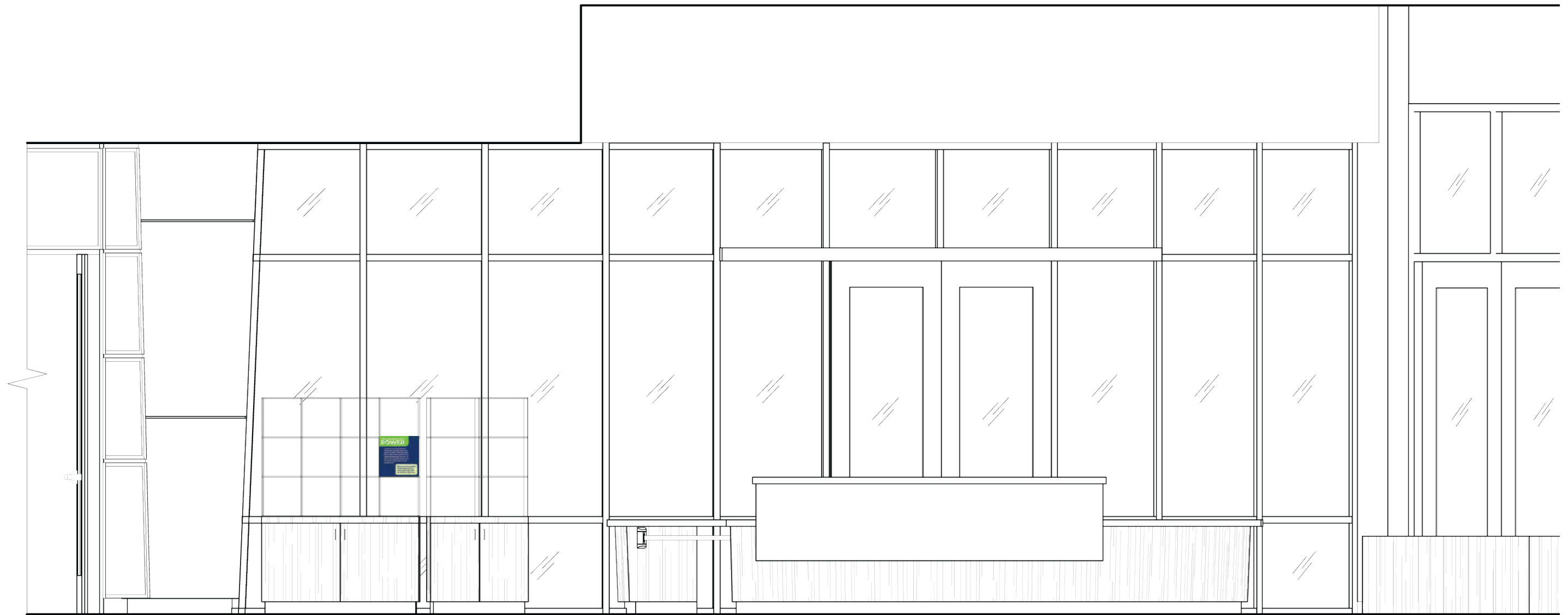
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Bid Set

September 9, 2022

sheet
6



Visitor Services Elevation
1/2"=1'-0"

Bart

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GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
7



Your purchases have
POWER

Can what you buy make a difference?
Reusable and sustainable products help
people, your wallet, and the environment.
Where possible, avoid choosing items you
use once and throw away. See if you can
reuse, repair, or repurpose what you have.
The most sustainable option is the one
you already own!

Going green isn't always simple,
but even small changes can
make a positive impact. Make
the choice that is right for you.

VS.02.GP.01:
Topic Panel
(12" wide x 12" tall)

WS.01.GP.02:
Reference cards - sustainable labels
(6" wide x 6" tall)



What does "green" mean?
Lots of products claim to be good
for the planet. Instead of words like
"natural" and "eco," look for logos to
help inform your choices.

WS.01.GP.02.tx.01



Comes from sustainable forests.

WS.01.GP.02.tx.02



Meets strict standards for how
it treats its workers, community,
and natural resources.

WS.01.GP.02.tx.03



Donates one percent of their sales
to environmental non-profits.

WS.01.GP.02.tx.04



Supports social, economic,
and environmental sustainability.

WS.01.GP.02.tx.05



Meets high standards for
sustainable energy consumption.

WS.01.GP.02.tx.06



Meets criteria for water efficiency.

WS.01.GP.02.tx.07



Offsets 100 percent of carbon emissions.

WS.01.GP.02.tx.08



Protects people and the planet.

WS.01.GP.02.tx.09

Bart

Exhibition
Design

ROSEVILLE UTILITY EXPLORATION CENTER

City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750

GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
8



Waste Services Elevation
1/2"=1'-0"

Waste Services Elevation
1/2"=1'-0"

Bart

Exhibition
Design

ROSEVILLE UTILITY EXPLORATION CENTER

City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750

GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
9



WS.03.GP.01



Icon

tx.01
Panel title
and subtitle

tx.02
Body copy

Image

im.01
Icon with fun fact



WS.01.GP.01:
Vertical Intro Panel
(32.25" wide x 93.38" tall)



WS.01.GP.02:
Vertical Intro Panel (reverse)
(32.25" wide x 93.38" tall)

Bart

Exhibition
Design

ROSEVILLE UTILITY EXPLORATION CENTER

City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750

GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
11



We love big trucks

It takes a lot of people—and work—to take out the trash. Seven types of garbage trucks haul waste in Roseville. How many do you see in your neighborhood?

PRESS

to flash the truck's lights.



SIDE LOADERS

empty household waste and green waste cans. These are the most commonly used trucks.

ORGANICS TRUCKS

collect food waste for composting.

HAZARDOUS WASTE TRUCKS

pick up things that don't go into your garbage can, like batteries, electronics, and paint.

REAR LOADERS

pick up large items like couches.

ROLL-OFF TRUCKS

haul commercial waste and large open-top waste.

FRONT LOADERS

Front loaders pick up smaller dumpsters and commercial waste

FUN FACT

One residential side loader can collect trash and recycling from 1,000 cans a day!

WS.03.GP.01:

Reader rail

(72" wide x 12" tall)

Bart

Exhibition
Design

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City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750

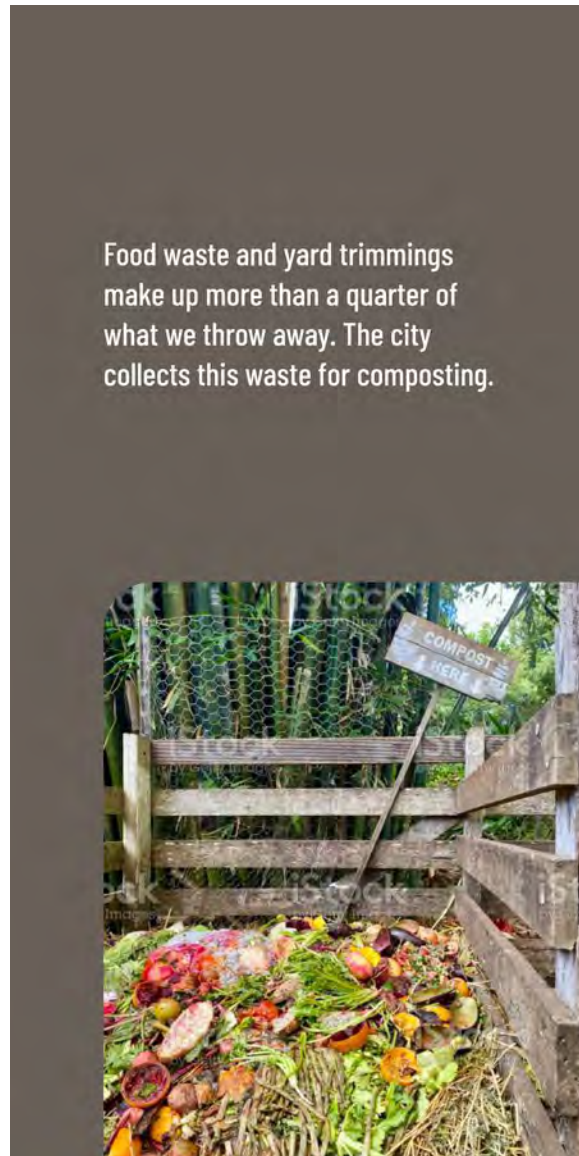
GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
12



WS.04.GP.01
Instructional graphic
paint can
(6" diameter)



WS.04.GP.02:
Instructional graphic
refrigerator
12" wide x 24" tall)



WS.04.GP.03:
Instructional graphic
television
8.75" wide x 7.5" tall)



WS.04.GP.04:
Instructional graphic
duffle bag
16" wide x 13" tall)



WS.04.GP.05:
Instructional graphic
cardboard
10" wide x 12" tall)

Bart

Exhibition
Design

ROSEVILLE UTILITY EXPLORATION CENTER

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GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
13



WS.02.GP.01
Landfill Photomural
20" wide x 30" tall)

Bart

Exhibition
Design

ROSEVILLE UTILITY EXPLORATION CENTER

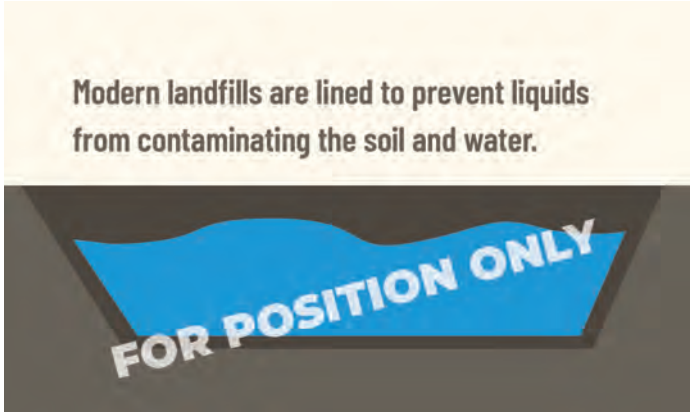
City of Roseville 2005 Hilltop Circle, Suite 130 Roseville, CA 95747 916.746.1750

GRAPHICS PACKAGE
Bid Set

September 9, 2022

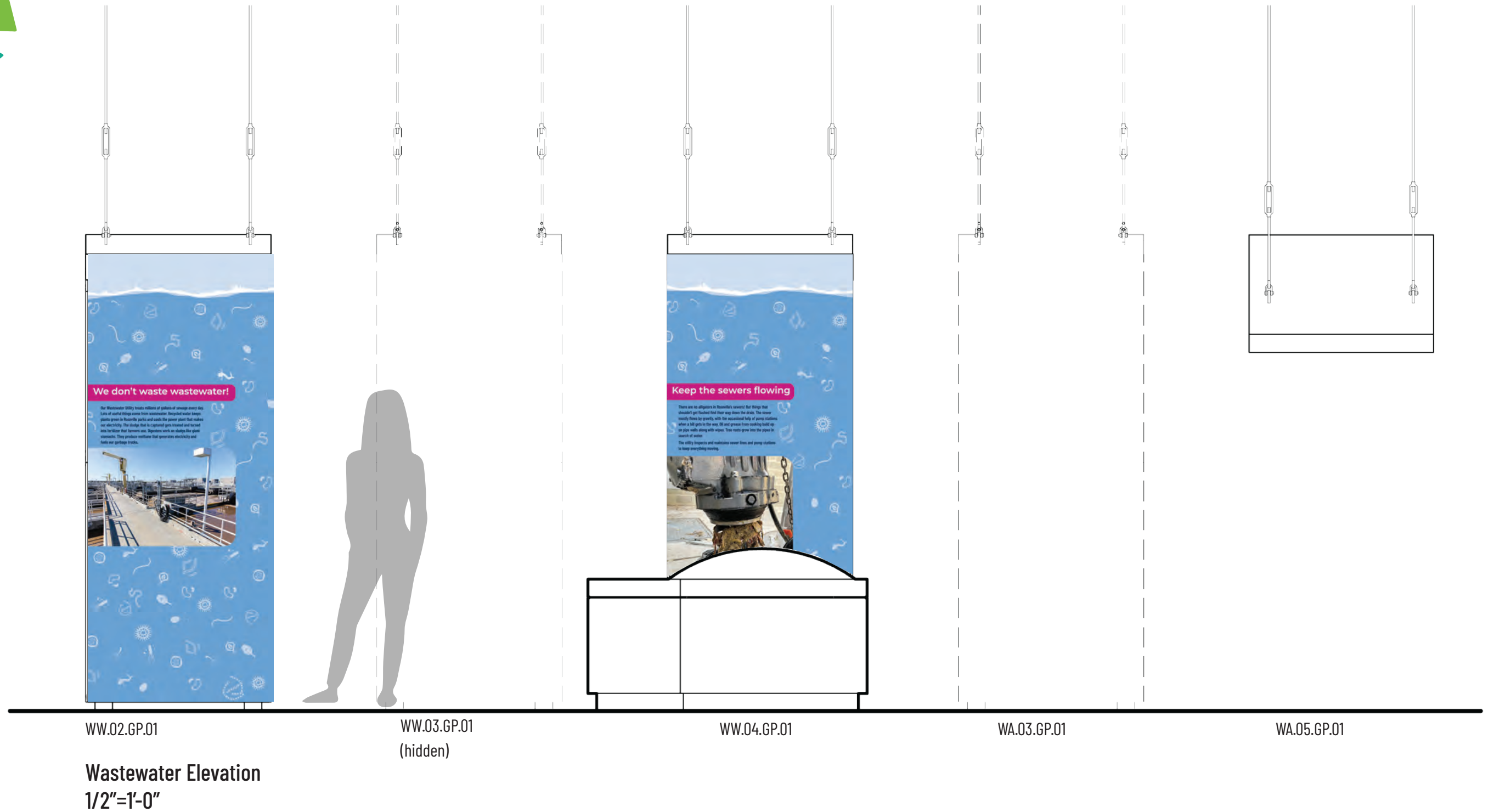


WS.02.GP.02
Topic Panel
20" wide x 30" tall)



WS.02.GP.03
Landfill Labels
10" wide x 6" tall)





Bart

Exhibition
Design

ROSEVILLE UTILITY EXPLORATION CENTER

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GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
16



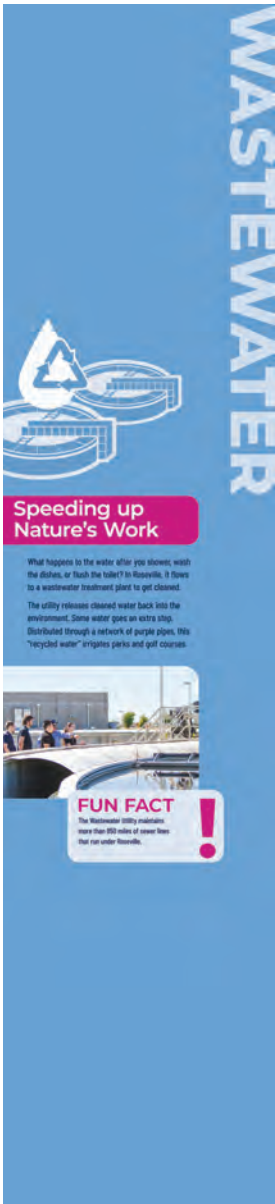
Icon

tx.01
Panel title
and subtitle

tx.02
Body copy

Image

im.01
Icon with fun fact



WW.01.GP.01:
Wastewater Intro Panel
(24" wide x 106" tall)



WW.05.GP.01:
Reader rail
(30" wide x 18.75" tall)



WW.06.GP.01:
Small label
(10" wide x 6" tall)

Bart

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Bid Set

September 9, 2022



reveal
lower section
120" high

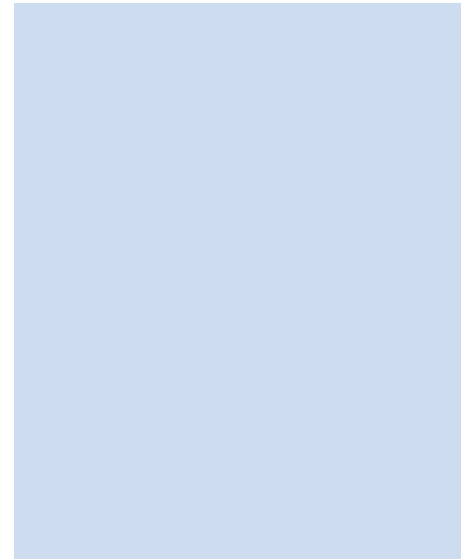
match line



WW.02.GP.01:
Wastewater Interpretive Graphic
(24" wide x 106" tall)

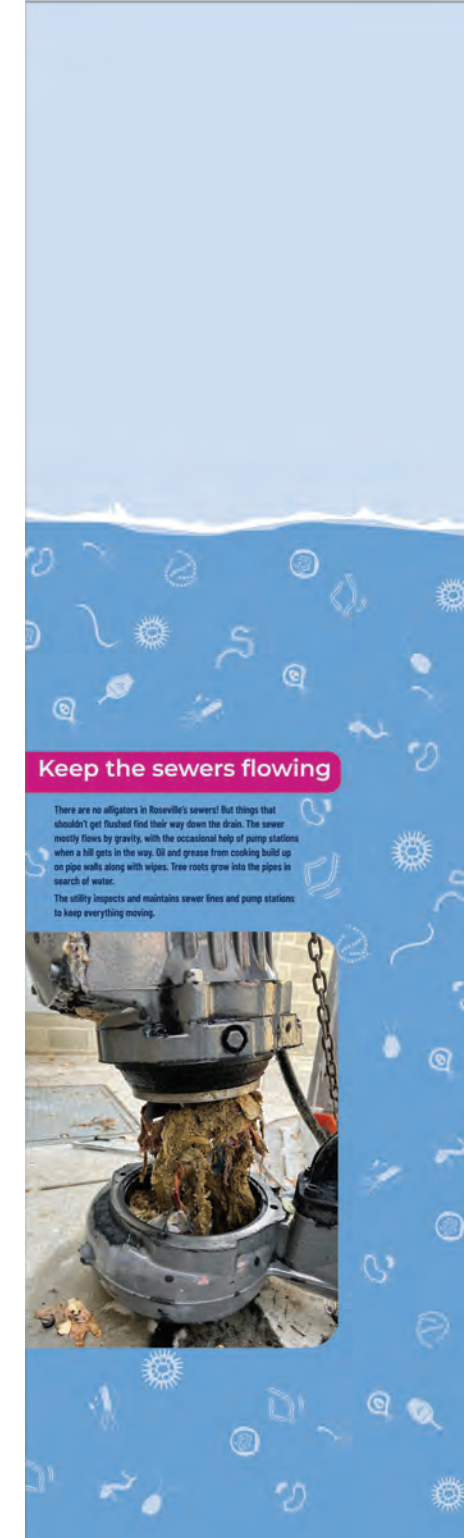
match line

reveal
upper section
43.25" high



reveal
lower section
120" high

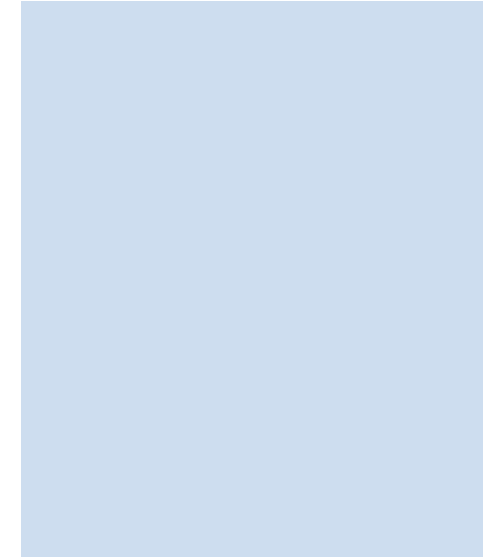
match line



WW.04.GP.01:
Wastewater Interpretive Graphic
(24" wide x 106" tall)

match line

reveal
upper section
43.25" high



Bart

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GRAPHICS PACKAGE
Bid Set

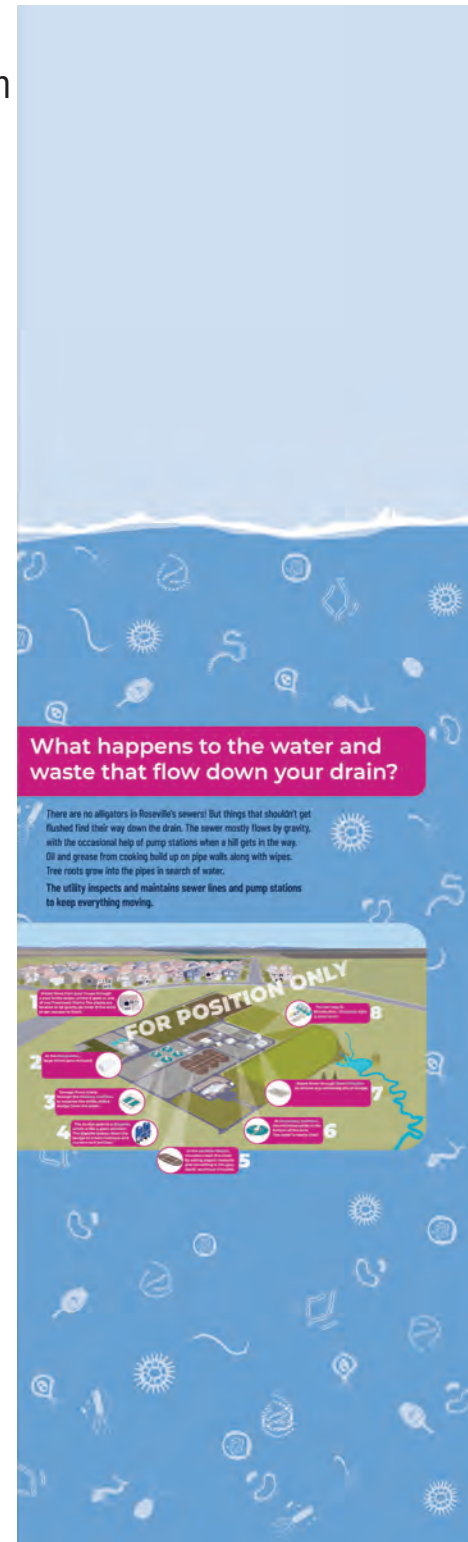
September 9, 2022

sheet
18



reveal
lower section
120" high

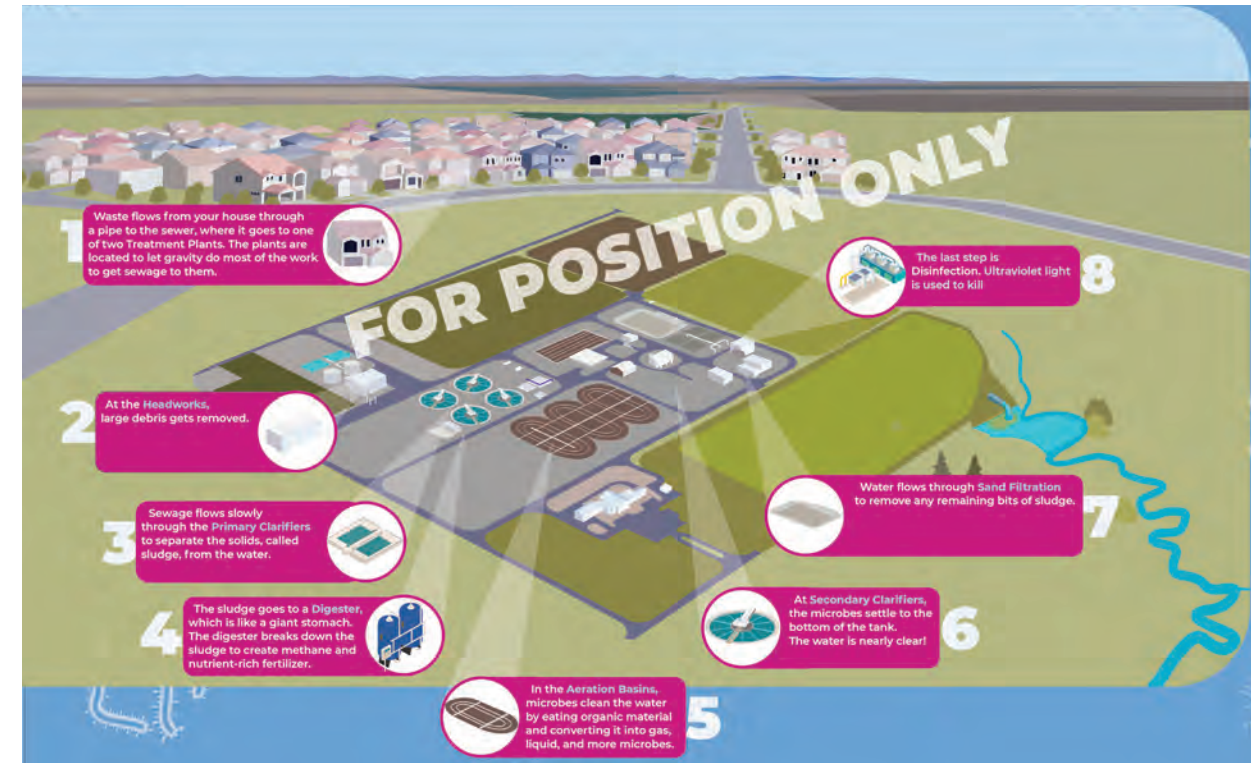
match line



match line

reveal
upper section
43.25" high

WW.03.GP.01:
Wastewater Interpretive Graphic
(24" wide x 106" tall)



WW.03.GP.01:
Wastewater ILLUSTRATION
(24" wide x 106" tall)

Bart

Exhibition
Design

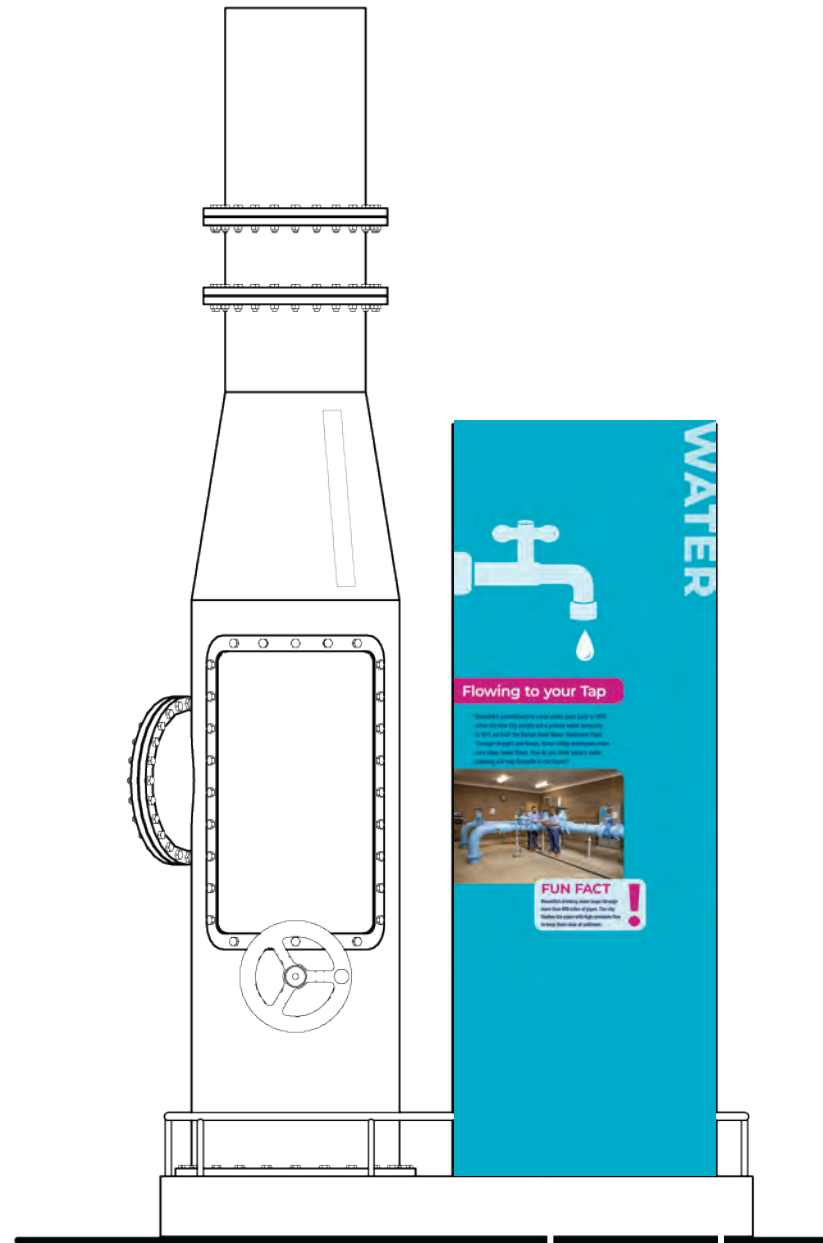
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GRAPHICS PACKAGE
Bid Set

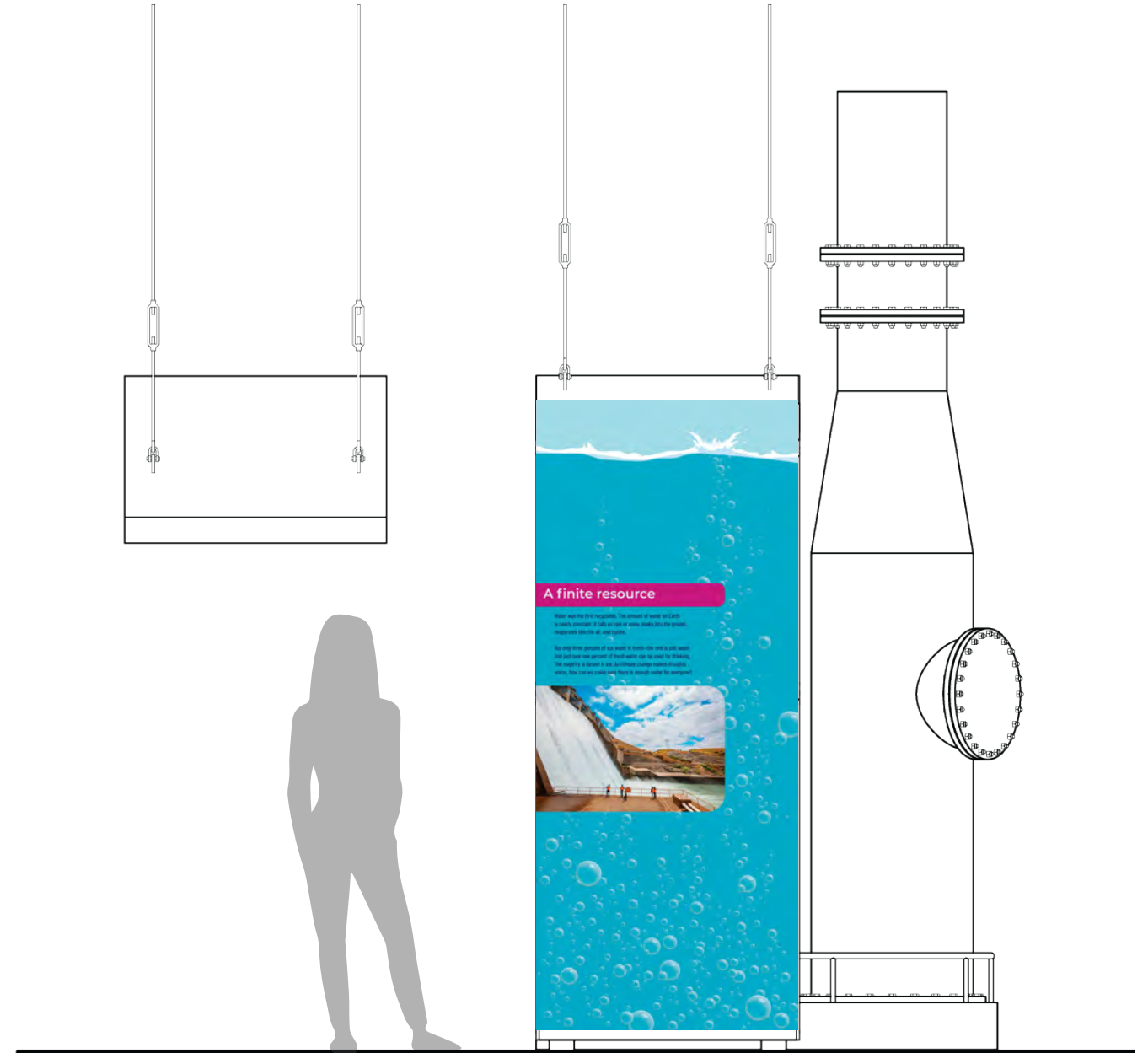
September 9, 2022

sheet
19



WA.01.GP.01

Water Elevation
1/2"=1'-0"



WA.03.GP.01

Water Elevation
1/2"=1'-0"

Bart

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GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
20



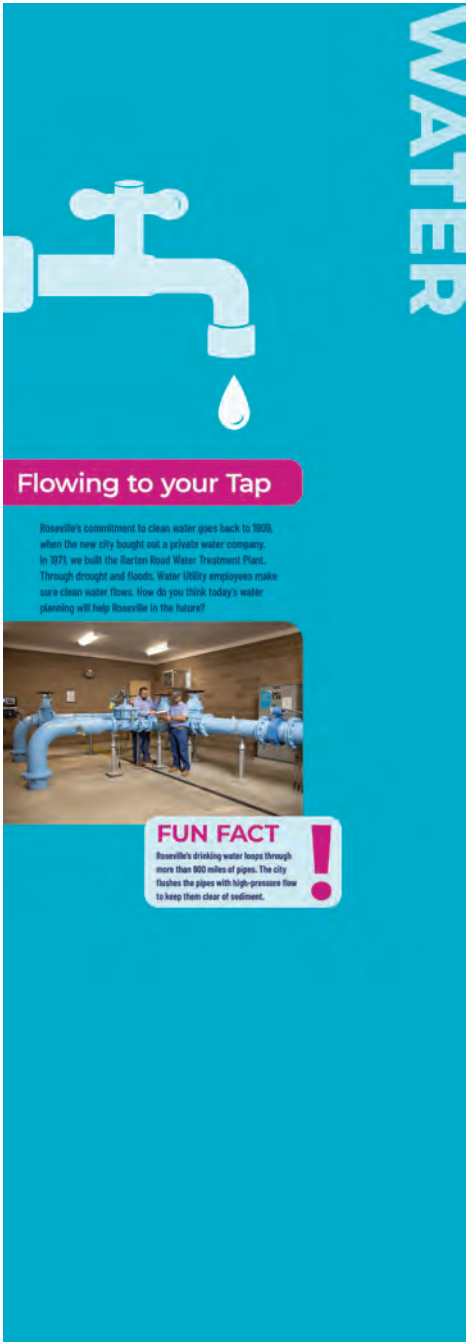
Icon

tx.01
Panel title
and subtitle

tx.02
Body copy

Image

im.01
Icon with fun fact



WA.01.GP.01:
Vertical Intro Panel
(32.25" wide x 93.38" tall)



WA.03.GP.01:
Topic Panel
(36" wide x 163.25" tall)



WA.05.GP.01:
Curved backlit graphic
(36" wide x 163.25" tall)



Bart

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Design

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September 9, 2022

sheet
21



wall

side of column

front of column

side of column

wall

WA.04.GP.01:
Elevation (flattened)
Wall Illustration - Water
(open lift doors)

WA.04.GP.02



WA.04.GP.02:
Water Topic Panel
(24" wide x 39.5" tall)

Bart

Exhibition
Design

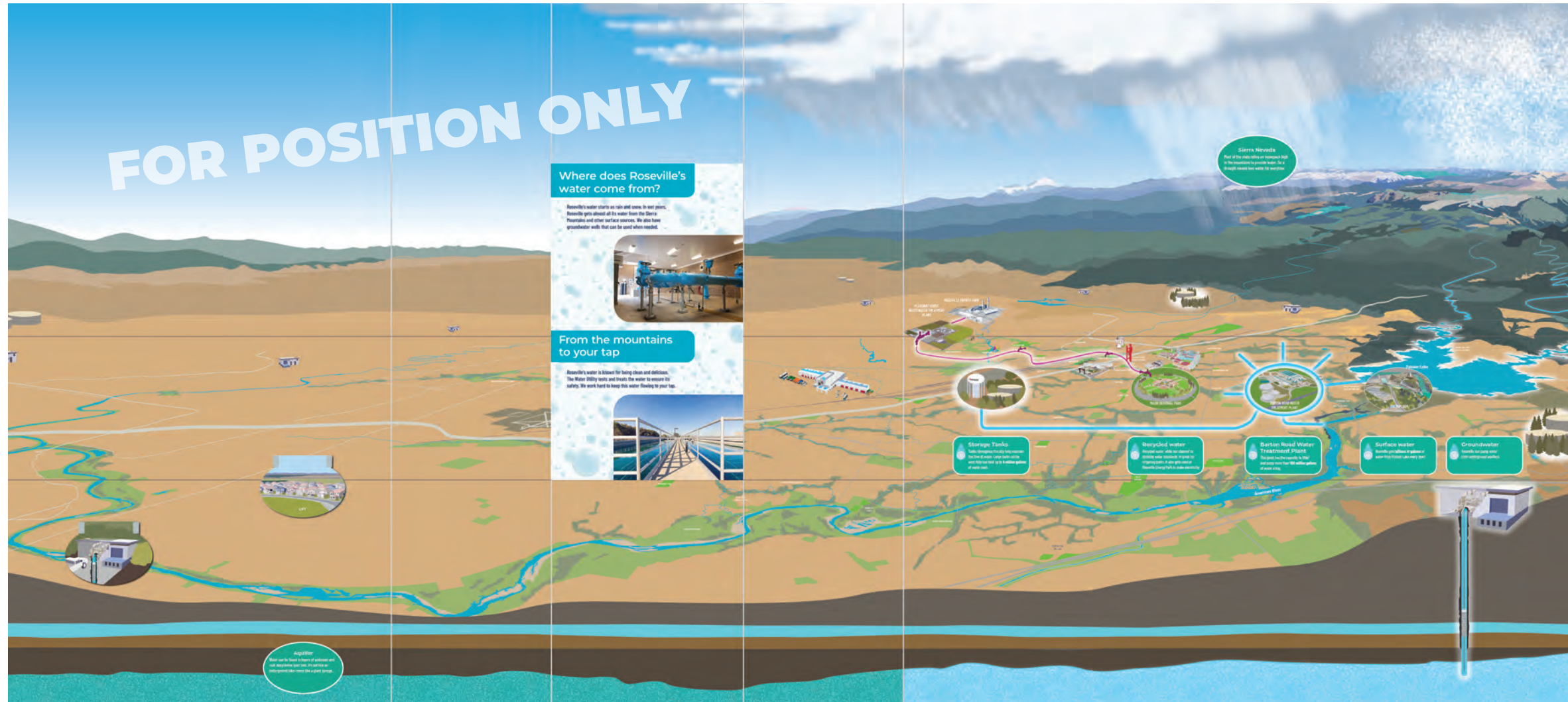
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GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
22



wall

side of column

front of column

side of column

wall

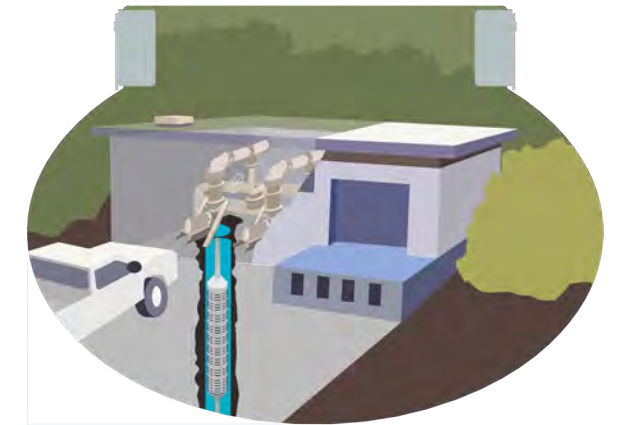
WA.04.GP.01:

Elevation (flattened)

Wall Illustration - Water

(closed lift doors)

WA.04.GP.02



WA.04.GP.04:

Lift door

Groundwater well pump house



WA.04.GP.05:

Lift door

Water Conservation

Bart

Exhibition
Design

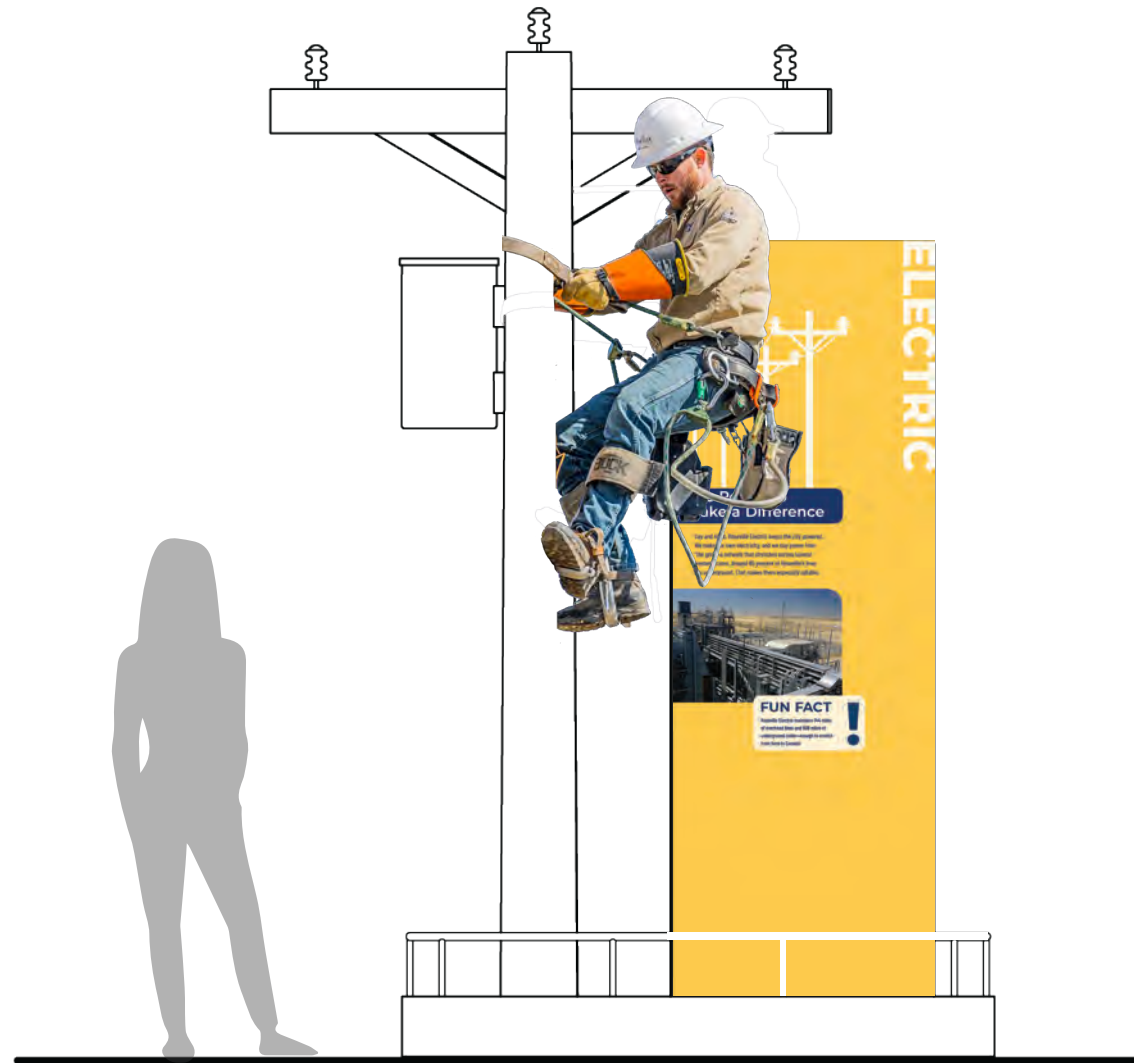
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GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
23



RE.02.GP.01

RE.01.GP.01

Electric Elevation
1/2"=1'-0"



RE.02.GP.02

Bart

Exhibition
Design

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GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
24



Icon

tx.01
Panel title
and subtitle

tx.02
Body copy

Image

im.01
Icon with fun fact



RE.01.GP.01:
Electric Intro Panel
(32.25" wide x 93.38" tall)



RE.02.GP.01:
Lineman cutout
(32.25" wide x 93.38" tall)



RE.02.GP.02:
Lineman illustration
(32.25" wide x 93.38" tall)

Bart

Exhibition
Design

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GRAPHICS PACKAGE
Bid Set

September 9, 2022

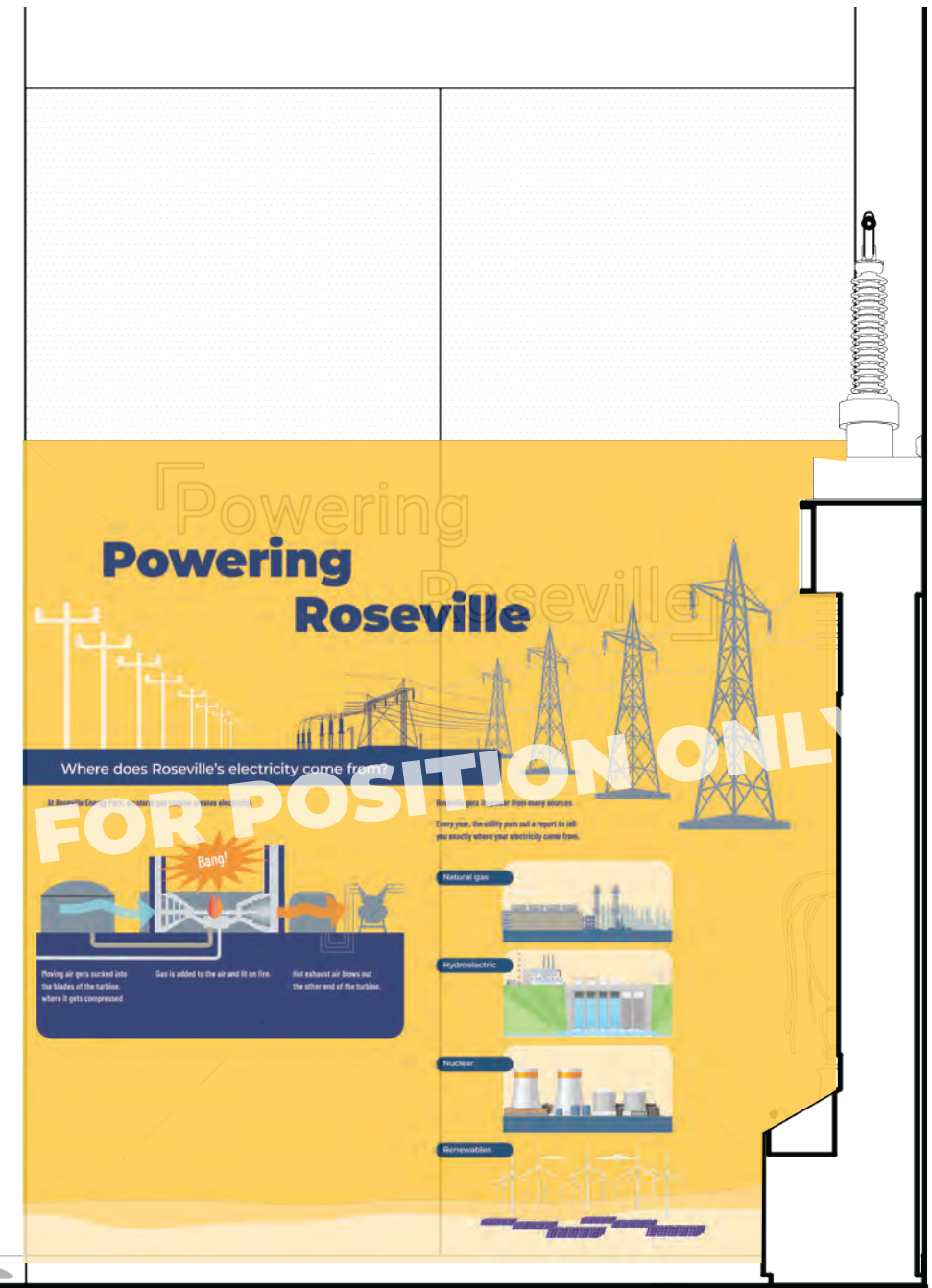
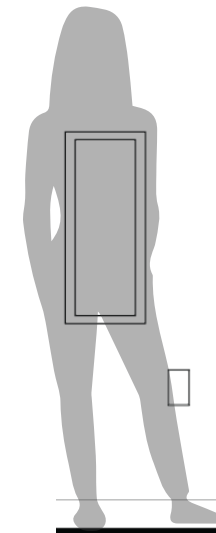


RE.03.GP.02

RE.03.GP.03

Electric Elevation
1/2"=1'-0"

RE.03.GP.01



RE.03.GP.02
Dimensional Letters

RE.04.GP.01

Electric Elevation
1/2"=1'-0"

Bart

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GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
26



RE.03.IN.01:
Powering Roseville Interactive

Bart

Exhibition
Design

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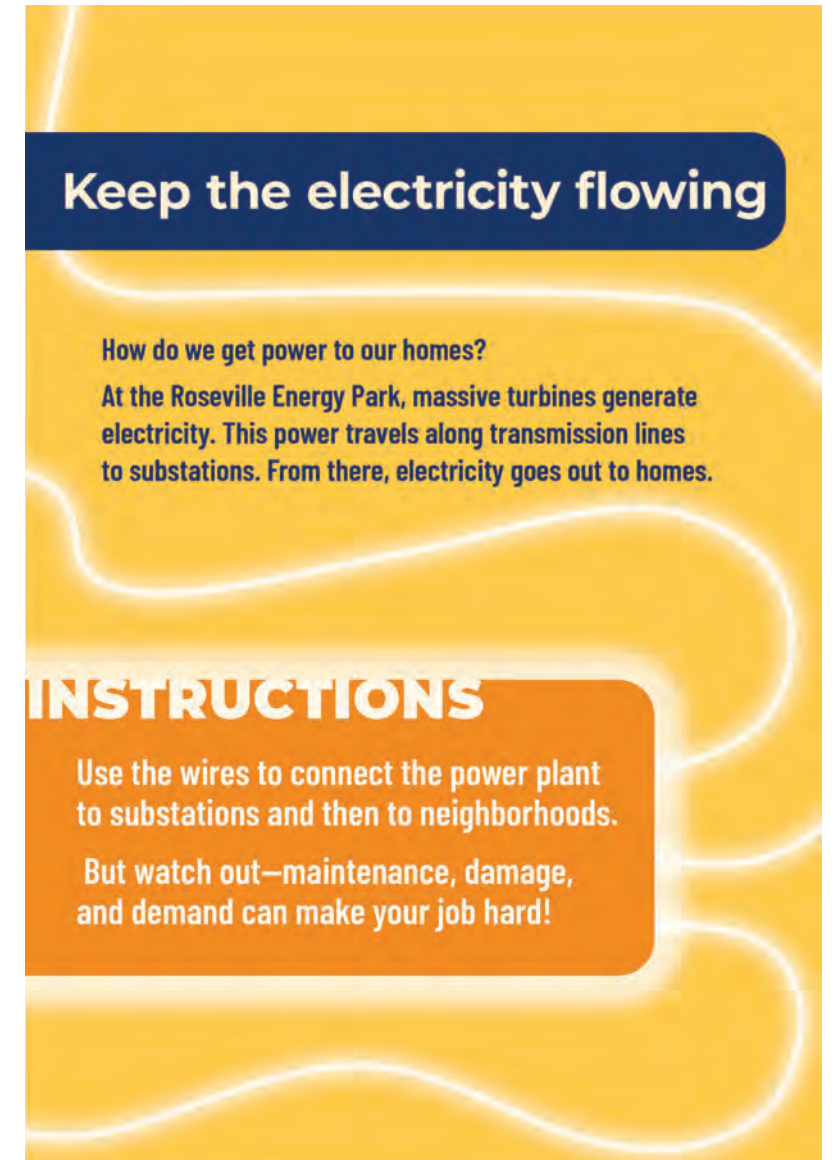
GRAPHICS PACKAGE
Bid Set

September 9, 2022

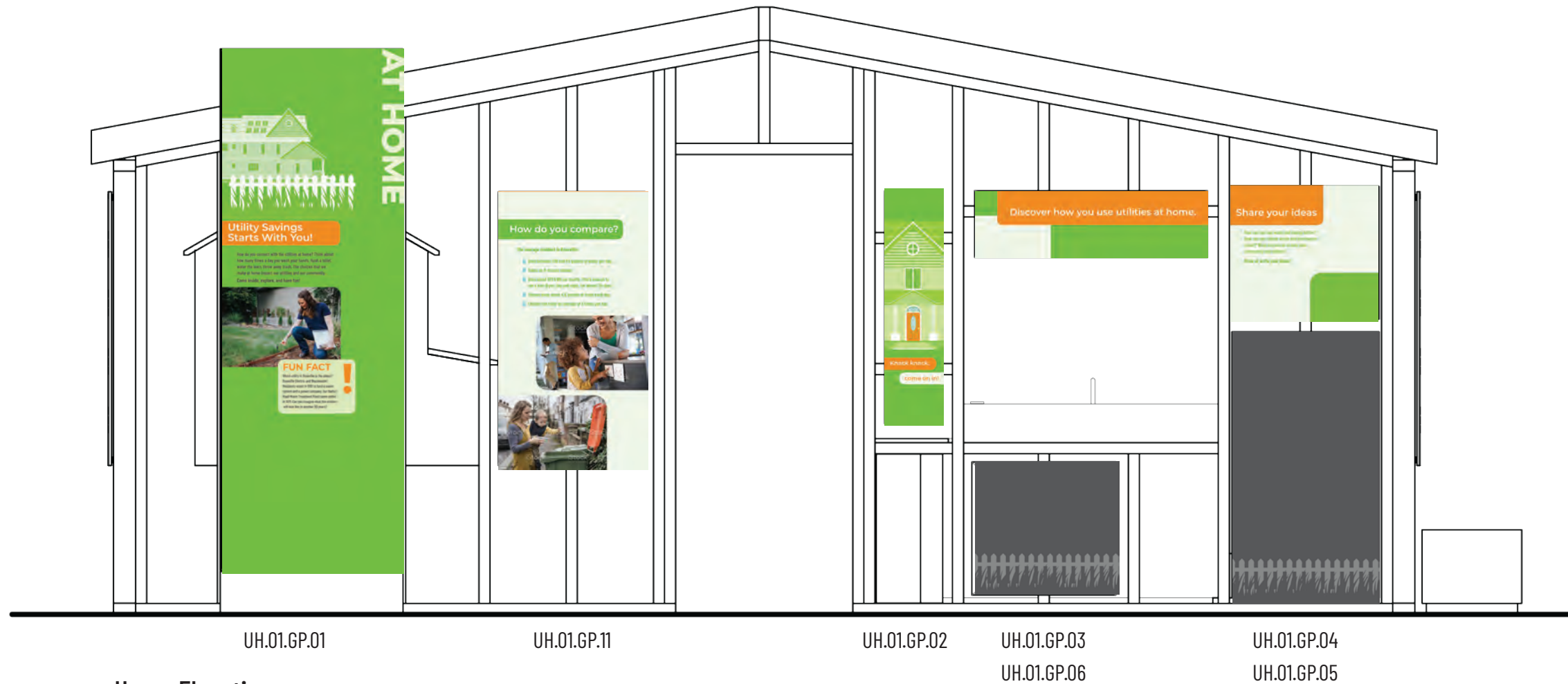
sheet
27



RE.04.GP.01:
Photomural
(107" wide x 104" tall)



RE.03.GP.03: Focus Panel
Photomural
(107" wide x 104" tall)



Home Elevation
1/2"=1'-0"

Bart

Exhibition
Design

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GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
29



Icon

tx.01
Panel title
and subtitle

tx.02
Body copy

Image

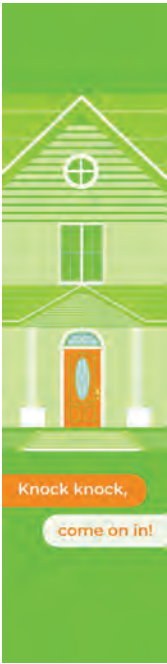
im.01
Icon with fun fact



UH.01.GP.01:
Home Intro Panel
(32.25" wide x 93.38" tall)



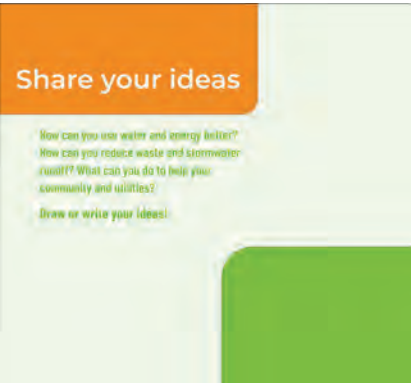
UH.01.GP.11:
Intro Panel
(26.5" wide x 49.38" tall)



UH.01.GP.02:
Color block with prompt
(10.5" wide x 42" tall)



UH.01.GP.03:
Color block with prompt
(10.5" wide x 42" tall)



UH.01.GP.04:
Chalkboard Prompt
(26" wide x 24" tall)



UH.01.GP.06:
Chalkboard
(26" wide x 24" tall)



UH.01.GP.05:
Chalkboard
(26" wide x 48" tall)

Bart

Exhibition
Design

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GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
30



Bart

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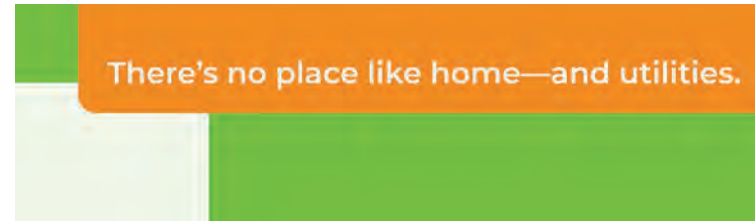
GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
31



UH.06.GP.05:
Topic panel
(26" wide x 24" tall)



UH.06.GP.03:
Header above sink
(42" wide x 12" tall)



UH.06.GP.02:
Backsplash
(xx" wide x xx" tall)

Bart

Exhibition
Design

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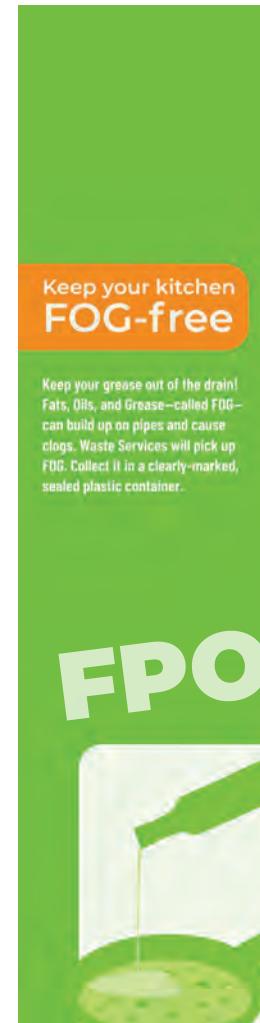
GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
32



UH.06.GP.06:
Infographic
(26" wide x 48" tall)



UH.06.GP.04:
Vertical Panel
(10.5" wide x 42" tall)



UH.02.GP.01:
Backyard (interactive)
(26.5" wide x 49.38" tall)

Bart

Exhibition
Design

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GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
33



UH.01.GP.10

Home Elevation
1/2"=1'-0"



UH.01.GP.09



UH.01.GP.08

Home Elevation
1/2"=1'-0"



UH.01.GP.07

Bart

Exhibition
Design

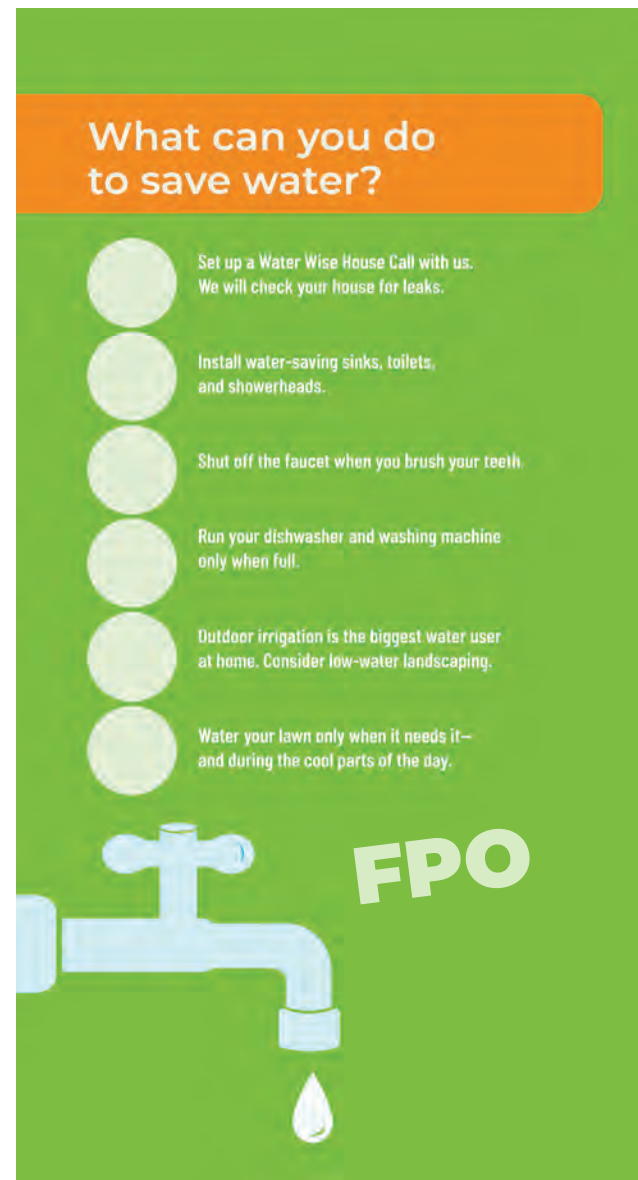
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GRAPHICS PACKAGE
Bid Set

September 9, 2022

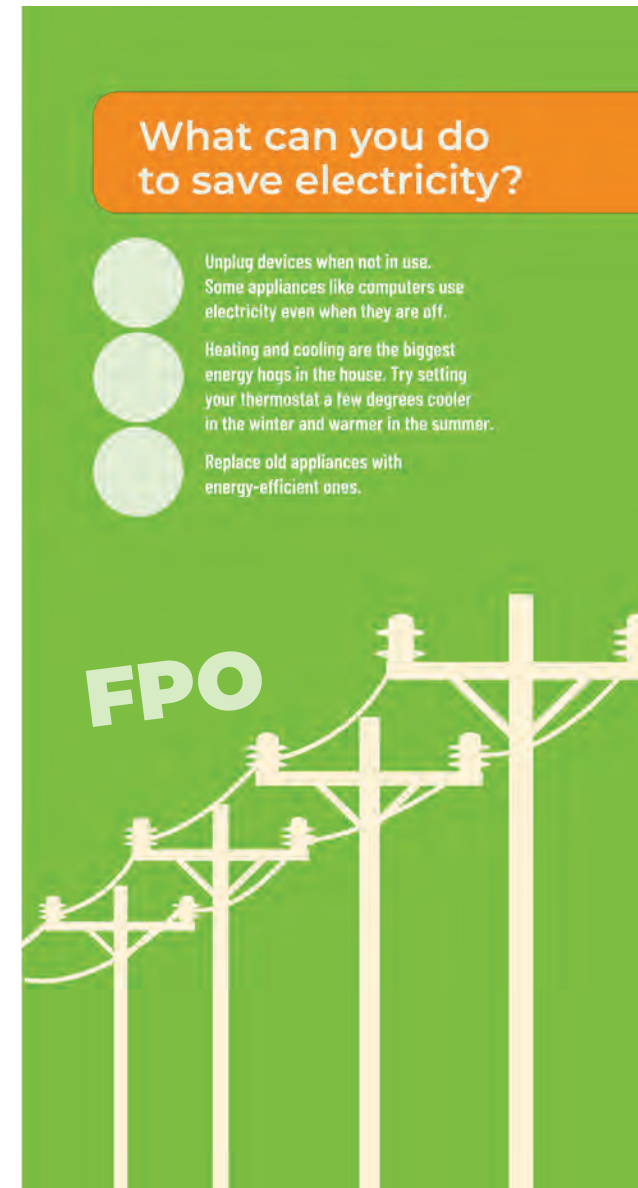
sheet
34



UH.01.GP.10:
Topic Panel
(26.5" wide x 49.38" tall)



UH.01.GP.09:
Topic Panel
(26.5" wide x 49.38" tall)



UH.01.GP.08:
Topic Panel
(26.5" wide x 49.38" tall)



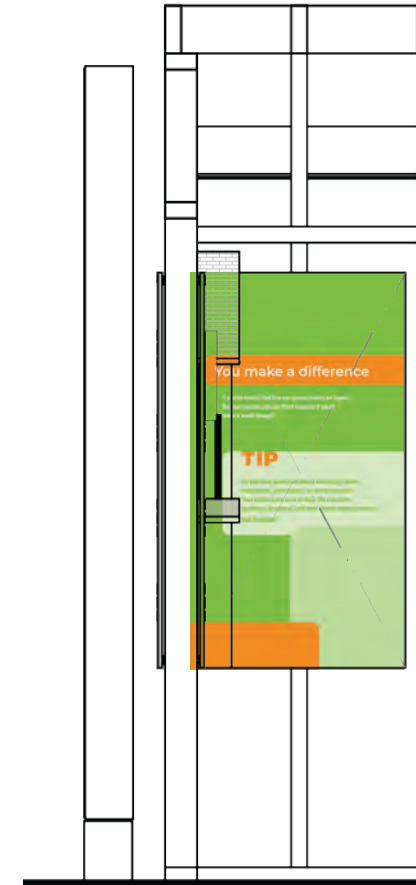
UH.01.GP.07:
Topic Panel
(26.5" wide x 49.38" tall)



UH.04.GP.01

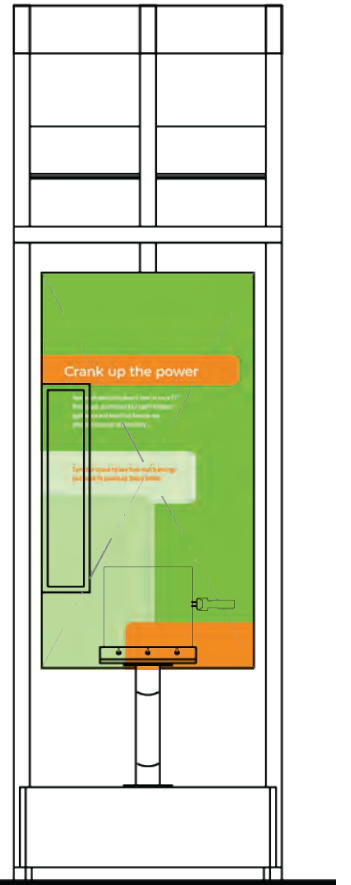
UH.06.GP.01

Home Elevation
1/2"=1'-0"



UH.02.GP.02

Home Elevation
1/2"=1'-0"



UH.03.GP.01

Bart

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Bid Set

September 9, 2022

sheet
36



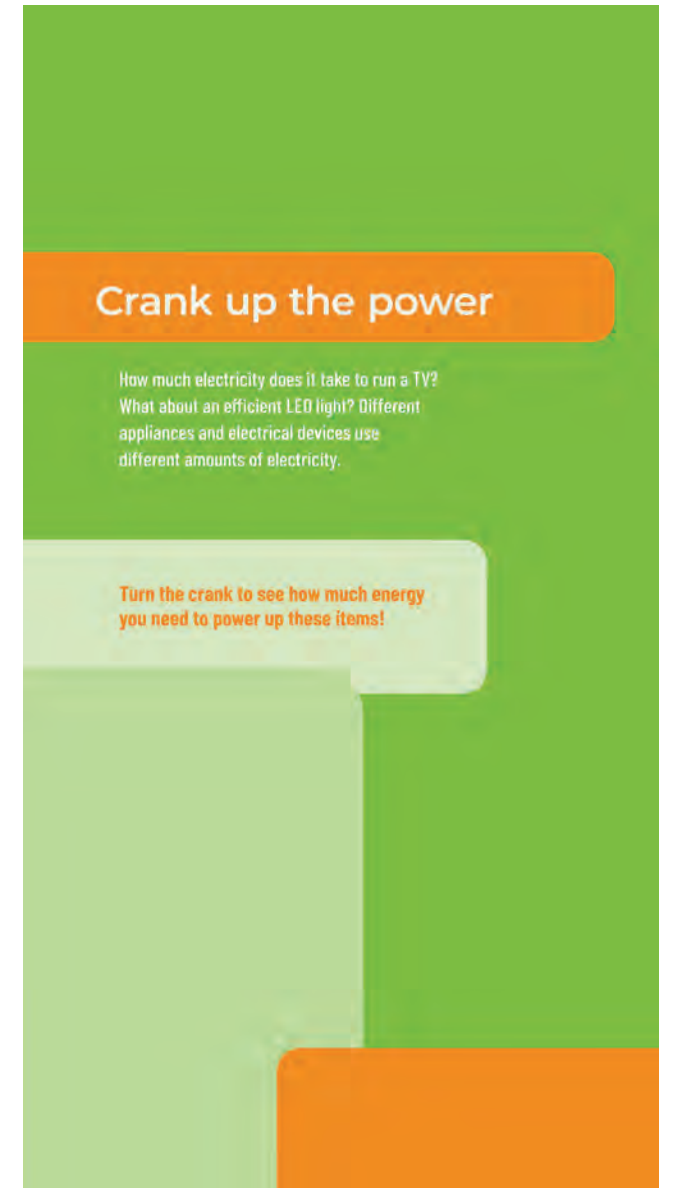
UH.04.GP.01:
Topic Panel
(26.5" wide x 49.38" tall)



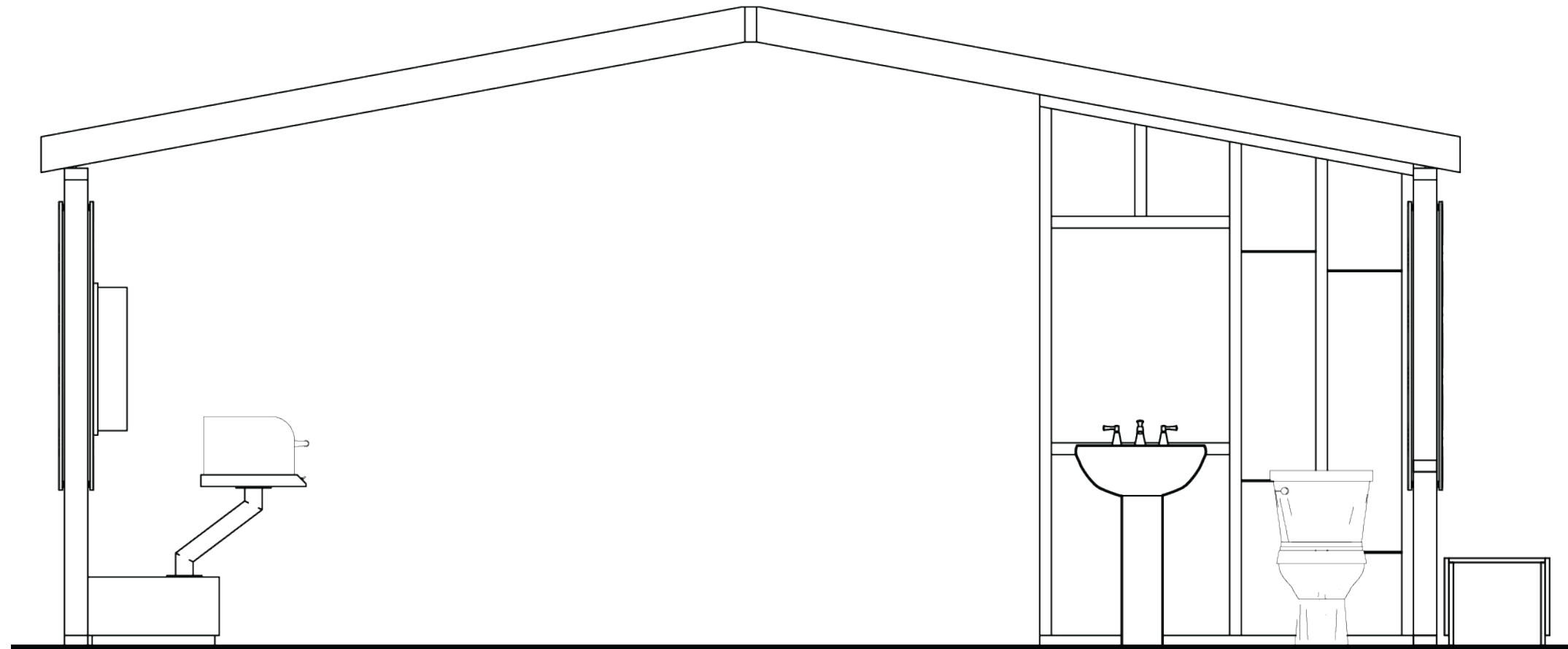
UH.06.GP.01:
Topic Panel
(26.5" wide x 49.38" tall)



UH.02.GP.02:
Topic Panel
(26.5" wide x 49.38" tall)



UH.03.GP.01:
Topic Panel
(26.5" wide x 49.38" tall)



UH.05.GP.01

Home Elevation
1/2"=1'-0"

The unflushables!

Help us keep these items out of the toilet!
They don't break down—so they clog pipes
and cause overflows.

-  Dental floss gets wrapped around items and causes blockages.
-  Even so-called "flushable wipes" don't break down in the toilet. Throw them out instead!
-  Paper towels, makeup removers, and cotton buds cause clogs in the sewer.

UH.05.GP.01:
Toilet Seat Graphic
(16" wide x 18" tall)

Bart

Exhibition
Design

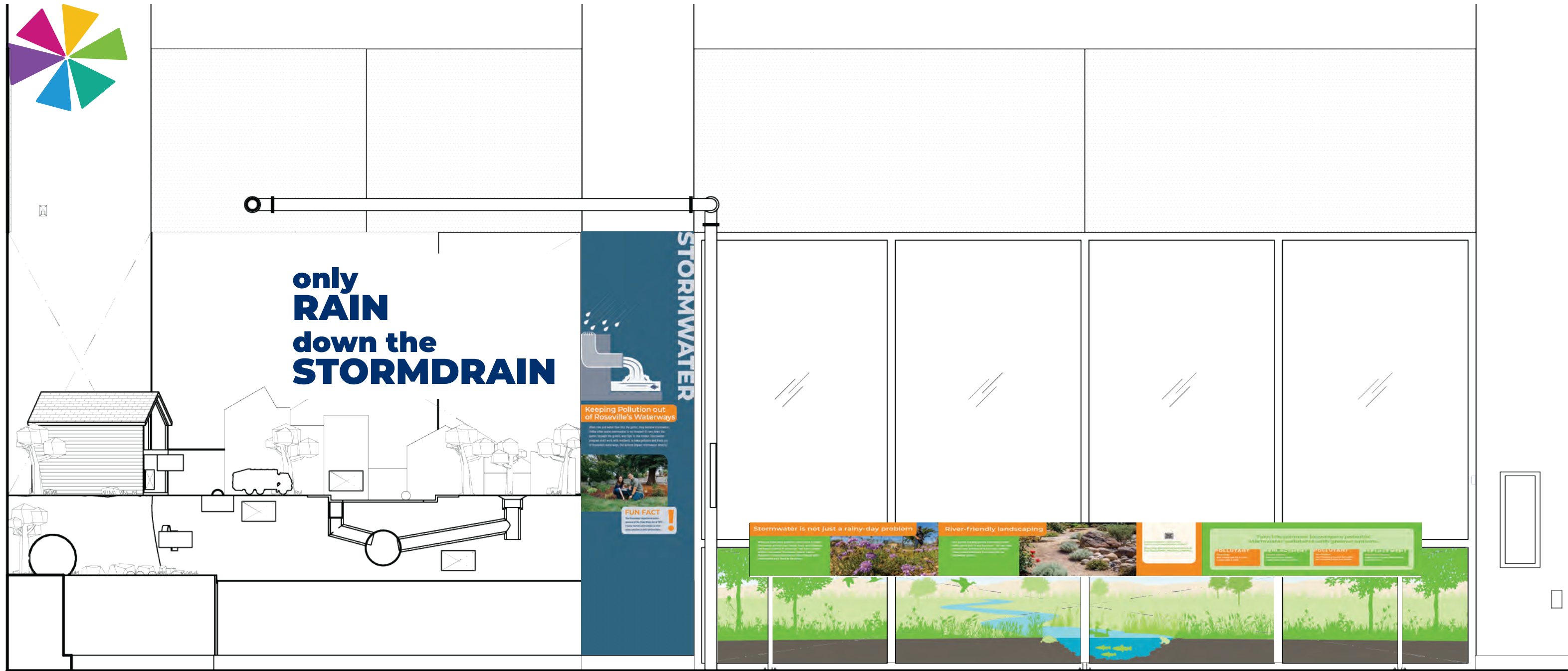
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Bid Set

September 9, 2022

sheet
38



ST.03.GP.01
Custom Illustration

ST.03.GP.02
Dimensional letters

ST.01.GP.01

UH.07.GP.01

UH.07.GP.02

Stormwater/Home Elevation
1/2"=1'-0"

Bart

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Bid Set

September 9, 2022

sheet
39



UH.07.GP.01:
Reader Rail
(168" wide x 18" tall)

UH.07.GP.01:
Spinners (side 1)
(12" wide x 6" tall)

POLLUTANT

Fertilizer

When fertilizer gets into the water, it causes algae to bloom.

POLLUTANT

Invasive plants

Invasive plants can take over a garden and choke out other plants.

POLLUTANT

Pesticides

Yuck! Pesticides in the creek hurt wildlife and can damage drinking water supplies.

POLLUTANT

Overwatering

Only water when needed. Overwatering promotes excessive growth, which attracts pests.

UH.07.GP.01:
Spinners (side 2)
(12" wide x 6" tall)

REPLACEMENT

Compost

Feed your landscaping with compost—it stays where it's placed. It also helps the environment because composting keeps those materials out of the landfill.

REPLACEMENT

Native plants

Native species have evolved to provide food and shelter to wildlife.

REPLACEMENT

Beneficial insect

Ladybugs, lacewings, and mantises provide natural pest control.

REPLACEMENT

Mulch

Hold water in your garden with mulch. This provides a slower, well structured growth that resists pests.



UH.07.GP.02:
Reader Rail
(192" wide x 29" tall)

Bart

Exhibition
Design

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GRAPHICS PACKAGE
Bid Set

September 9, 2022

sheet
41



ST.02.GP.01

Stormwater Elevation
1/2"=1'-0"

Bart

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Bid Set

September 9, 2022

sheet
42



ST.01.GP.01:
Stormwater Intro Panel
(2'-9" wide x 7'-10" tall)



ST.02.GP.01:
Stormwater Topic Panel
(24" wide x 66" tall)

Bart

Exhibition
Design

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Bid Set

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sheet
43



ST.03.GP.01:
Stormwater Intro Panel
(2'-9" wide x 7'-10" tall)

Bart

Exhibition
Design

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Bid Set

September 9, 2022

sheet
44



Tech Lab Elevation
1/2"=1'-0"

TL.01.GP.01

TL.01.GP.02
Dimensional letters

Icon

tx.01
Panel title
and subtitle

tx.02
Body copy



TL.05:
Hand Sanitizer Instructions
(15" diameter)



TL.01.GP.01:
Tech Lab Intro Panel
(2'-9" wide x 7'-10" tall)

2.0 Component List - Graphics Schedule

Code (Area.No.Type.No)	Working Title	Description	Graphic Type	Mounting	gWidth"	gHeight"	Production Description
LO.02.GP.01	Entrance Display	Dimensional letters	Dimensional Letters	Pin Mounted			Acrylic or Metal, laser cut and painted. Provide 1/8" pin mounts and paper template.
LO.02.GP.02	Entrance Display	Welcome panel	Wrapped (Wall)	Z-Clip	20.00	34.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
VS.02.GP.01	Retail space	Topic panel: sustainable retail	Second Surface	VHB	12.00	12.00	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges. 1" wide 3M VHB foam tape.
VS.02.GP.02	Retail space	Sustainable label card	Laminated		8.00	3.00	High quality print on paper, 10 mil matte lamination with rounded corners.
VS.02.GP.03	Retail space	Sustainable label card	Laminated		8.00	3.00	High quality print on paper, 10 mil matte lamination with rounded corners.
VS.02.GP.04	Retail space	Sustainable label card	Laminated		8.00	3.00	High quality print on paper, 10 mil matte lamination with rounded corners.
VS.02.GP.05	Retail space	Sustainable label card	Laminated		8.00	3.00	High quality print on paper, 10 mil matte lamination with rounded corners.
VS.02.GP.06	Retail space	Sustainable label card	Laminated		8.00	3.00	High quality print on paper, 10 mil matte lamination with rounded corners.
VS.02.GP.07	Retail space	Sustainable label card	Laminated		8.00	3.00	High quality print on paper, 10 mil matte lamination with rounded corners.
VS.02.GP.08	Retail space	Sustainable label card	Laminated		8.00	3.00	High quality print on paper, 10 mil matte lamination with rounded corners.
VS.02.GP.09	Retail space	Sustainable label card	Laminated		8.00	3.00	High quality print on paper, 10 mil matte lamination with rounded corners.
VS.02.GP.10	Retail space	Sustainable label card	Laminated		8.00	3.00	High quality print on paper, 10 mil matte lamination with rounded corners.
WO.01.GP.01	Exhibit intro	Intro graphic on building column next to map	Wrapped (Wall)	Inset Frame	32.25	93.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Graphic inset in 1/2" finished aluminum angle, secured from backside, Leave 1/8" reveal on all sides.
WO.02.GP.01	Utility map	Backlit welcome graphic	Backlit	Edge Capture	36.00	48.00	Duratrans (or similar between) clear 1/8" lexan and 1/4" milk plex. Graphic set into 1/2" metal angle frame or "F" channel.
WO.03.GP.01	Window Graphics	Window cling: waste services	Window Film	Cling	65.00	106.00	3M Scotchcal Clear View Graphic Film IJ8150 applied directly to building window. Vinyl window cling.

2.0 Component List - Graphics Schedule

Code (Area.No.Type.No)	Working Title	Description	Graphic Type	Mounting	gWidth"	gHeight"	Production Description
WO.03.GP.02	Window Graphics	Window cling: water	Window Film	Cling	48.00	106.00	3M Scotchcal Clear View Graphic Film IJ8150 applied directly to building window. Vinyl window cling.
WO.03.GP.03	Window Graphics	Window cling: wastewater	Window Film	Cling	48.00	106.00	3M Scotchcal Clear View Graphic Film IJ8150 applied directly to building window. Vinyl window cling.
WO.03.GP.04	Window Graphics	Window cling: stormwater	Window Film	Cling	48.00	106.00	3M Scotchcal Clear View Graphic Film IJ8150 applied directly to building window. Vinyl window cling.
WO.03.GP.05	Window Graphics	Window cling: electric	Window Film	Cling	65.00	106.00	3M Scotchcal Clear View Graphic Film IJ8150 applied directly to building window. Vinyl window cling.
WO.03.GP.06	Window Graphics	Window cling: secondary welcome	Perforated Film	Cling	194.00	106.00	3M Scotchcal Perforated Window Graphic Film applied directly to building window. Vinyl window cling.
WS.01.GP.01	Utility intro	Intro graphic (front)	Wrapped (Wall)	Inset Frame	32.25	93.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Graphic inset in 1/2" finished aluminum angle, secured from backside, Leave 1/8" reveal on all sides.
WS.01.GP.02	Utility intro	Intro graphic (back)	Wrapped (Wall)	Inset Frame	32.25	93.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Graphic inset in 1/2" finished aluminum angle, secured from backside, Leave 1/8" reveal on all sides.
WS.02.GP.01	Keep it out of the landfill!	Landfill photomural	Wrapped (Wall)	Z-Clip	262.75	108.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
WS.02.GP.02	Keep it out of the landfill!	Topic panel: What Happens When the Landfill Fills?	Wrapped (Wall)	Z-Clip	20.00	30.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
WS.02.GP.03	Keep it out of the landfill!	Landfill labels	Second Surface	VHB	10.00	6.00	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges. 1" wide 3M VHB foam tape.
WS.03.GP.01	Garbage truck cab	Reader rail	Second Surface	VHB	72.00	12.00	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges. 1" wide 3M VHB foam tape.
WS.04.GP.01	Explore waste	Graphic about hazardous waste	Phenolic Resin	Bolted	6.00	6.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic. Machine screws through mounting surface into threaded inserts embedded in substrate.
WS.04.GP.02	Explore waste	Graphic about food waste	Phenolic Resin	Bolted	12.00	24.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic. Machine screws through mounting surface into threaded inserts embedded in substrate.
WS.04.GP.03	Explore waste	Graphic about durable waste	Backlit	Edge Capture	8.75	7.50	Duratrans (or similar between) clear 1/8" lexan and 1/4" milk plex. Graphic set into 1/2" metal angle frame or "F" channel.
WS.04.GP.04	Explore waste	Graphic about textile waste	Phenolic Resin	Bolted	16.00	13.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic. Machine screws through mounting surface into threaded inserts embedded in substrate.

2.0 Component List - Graphics Schedule

Code (Area.No.Type.No)	Working Title	Description	Graphic Type	Mounting	gWidth"	gHeight"	Production Description
WS.04.GP.05	Explore waste	Graphic about paper waste	Phenolic Resin	Bolted	10.00	12.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic. Machine screws through mounting surface into threaded inserts embedded in substrate.
WA.01.GP.01	Utility intro	Intro graphic panel	Wrapped (Wall)	Inset Frame	32.25	93.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Graphic inset in 1/2" finished aluminum angle, secured from backside, Leave 1/8" reveal on all sides.
WA.03.GP.01	Curved graphic	Topic panel	Backlit	Edge Capture	36.00	163.25	Duratrans (or similar between) clear 1/8" lexan and 1/4" milk plex. Graphic set into 1/2" metal angle frame or "F" channel.
WA.04.GP.01	Water above, water below	Custom wall illustration showing Roseville water sources.	Wrapped (Wall)	Z-Clip	201.00	106.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
WA.04.GP.02	Where does Roseville's water come from?	Topic panel located on building column	Wrapped (Wall)	Z-Clip	24.00	39.50	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
WA.04.GP.03	Lift door #1: aquifer	Interactive lift panel	Phenolic Resin		12.00	8.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic.
WA.04.GP.04	Lift door #2: pump house	Interactive lift panel	Phenolic Resin		12.00	8.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic.
WA.04.GP.05	Lift door #3: water conservation	Interactive lift panel	Phenolic Resin		12.00	8.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic.
WA.05.GP.01	Overhead curved graphic	Curved backlit graphic	Backlit	Edge Capture	36.00	96.00	Duratrans (or similar between) clear 1/8" lexan and 1/4" milk plex. Graphic set into 1/2" metal angle frame or "F" channel.
WW.01.GP.01	Speeding Up Nature's Work	Intro graphic panel	Wrapped (Wall)	Z-Clip	24.00	106.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
WW.02.GP.01	We Don't Waste Wastewater	Topic panel	Backlit	Edge Capture	36.00	163.25	Duratrans (or similar between) clear 1/8" lexan and 1/4" milk plex. Graphic set into 1/2" metal angle frame or "F" channel.
WW.03.GP.01	Treating Wastewater	Topic panel	Backlit	Edge Capture	36.00	163.25	Duratrans (or similar between) clear 1/8" lexan and 1/4" milk plex. Graphic set into 1/2" metal angle frame or "F" channel.
WW.04.GP.01	Keep the Sewers Flowing	Topic panel	Backlit	Edge Capture	36.00	163.25	Duratrans (or similar between) clear 1/8" lexan and 1/4" milk plex. Graphic set into 1/2" metal angle frame or "F" channel.
WW.05.GP.01	Meet the microbes	Reader rail with instructions	Backlit	Edge Capture	30.00	18.75	Duratrans (or similar between) clear 1/8" lexan and 1/4" milk plex. Graphic set into 1/2" metal angle frame or "F" channel.
WW.06.GP.01	Purple Pipes Carry Recycled Water	Small label (located near the Stormwater section)	Second Surface	VHB	10.00	6.00	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges. 1" wide 3M VHB foam tape.

2.0 Component List - Graphics Schedule

Code (Area.No.Type.No)	Working Title	Description	Graphic Type	Mounting	gWidth"	gHeight"	Production Description
ST.01.GP.01	Keeping Pollution out of Roseville's Waterway	Intro graphic panel	Wrapped (Wall)	Z-Clip	28.00	106.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
ST.02.GP.01	Only rain down the storm drain	Topic panel: Where Does Stormwater Go?	Wrapped (Wall)	Z-Clip	24.00	66.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
ST.02.GP.02	Only rain down the storm drain	House cutaway (on modeled building)	Phenolic Resin	Bolted			CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic. Machine screws through mounting surface into threaded inserts embedded in substrate.
ST.03.GP.01	Roseville's watershed	Illustration wraps two walls behind city model	Wrapped (Wall)	Z-Clip	254.00	87.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
ST.03.GP.02	Roseville's watershed	Dimensional letters	Dimensional Letters	Pin Mounted	54.00	36.00	Acrylic or Metal, laser cut and painted. Provide 1/8" pin mounts and paper template.
RE.01.GP.01	Utility intro: The Power to Make a Difference	Intro graphic panel	Wrapped (Wall)	Inset Frame	32.25	93.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Graphic inset in 1/2" finished aluminum angle, secured from backside, Leave 1/8" reveal on all sides.
RE.02.GP.01	Power on the line	Cutout figure appears to be climbing utility pole	Phenolic Resin	Bolted	36.00	60.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic. Machine screws through mounting surface into threaded inserts embedded in substrate.
RE.02.GP.02	Power on the line	Interpretive graphic (on reverse of intro panel)	Wrapped (Wall)	Inset Frame	32.25	93.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Graphic inset in 1/2" finished aluminum angle, secured from backside, Leave 1/8" reveal on all sides.
RE.03.GP.01	Powering Roseville	Backdrop graphics to interactive	Phenolic Resin	Bolted	90.00	47.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic. Machine screws through mounting surface into threaded inserts embedded in substrate.
RE.03.GP.02	Powering Roseville	Dimensional letters	Dimensional Letters	Pin Mounted	72.00	24.00	Acrylic or Metal, laser cut and painted. Provide 1/8" pin mounts and paper template.
RE.03.GP.03	Powering Roseville	Focus panel: Keep the Electricity Flowing	Wrapped (Wall)	Z-Clip	22.00	32.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
RE.04.GP.01	Electricity in action	Wall photomural with simple illustrations	Wrapped (Wall)	Z-Clip	107.00	104.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
UH.01.GP.01	Utility Savings Starts With You	Intro graphic panel	Wrapped (Wall)	Inset Frame	32.25	93.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Graphic inset in 1/2" finished aluminum angle, secured from backside, Leave 1/8" reveal on all sides.
UH.01.GP.02	Color block with prompt	Vertical panel, located on right side of door opening	Wrapped (Wall)	Bolted	10.50	42.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.01.GP.03	Color block with prompt	Horizontal panel, located on right side of door opening	Wrapped (Wall)	Bolted	42.00	12.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.

2.0 Component List - Graphics Schedule

Code (Area.No.Type.No)	Working Title	Description	Graphic Type	Mounting	gWidth"	gHeight"	Production Description
UH.01.GP.04	Chalkboard prompt	Small panel at upper right of house front	Wrapped (Wall)	Bolted	26.00	24.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.01.GP.05	Chalkboard panel	Panel with chalkboard paint for low-tech interactive		Bolted	26.00	48.00	
UH.01.GP.06	Chalkboard panel	Panel with chalkboard paint for low-tech interactive		Bolted	26.00	24.00	
UH.01.GP.07	Stormwater savings tips	Topic Panel on house exterior (opposite UH.02.GP.02)	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.01.GP.08	Energy saving tips	Topic Panel on house exterior (opposite UH.03.GP.01)	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.01.GP.09	Wastewater tips	Topic Panel on house exterior (wall near toilet)	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.01.GP.10	Water saving tips	Topic Panel on house exterior (wall near kitchen)	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.01.GP.11	How Do You Compare?	Topic Panel adjacent to Intro Panel	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.02.GP.01	Small Steps Add Up	Background graphic for What's your impact? interactive	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.02.GP.02	You Make a Difference	Topic Panel	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.03.GP.01	Crank Up the Power	Topic Panel	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.04.GP.01	Topic panel	Topic panel serves as instructions for water and wastewater	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.05.GP.01	Toilet interactive	Toilet seat graphic	Second Surface	VHB	16.00	18.00	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges. 1" wide 3M VHB foam tape.
UH.06.GP.01	Sort That Trash!	Topic panel with intro/instructions (at far left of display)	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.06.GP.02	Backsplash graphic	Sits behind the sink and holds the light for the interactive	Wrapped (Wall)	Bolted	46.00	6.25	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.

2.0 Component List - Graphics Schedule

Code (Area.No.Type.No)	Working Title	Description	Graphic Type	Mounting	gWidth"	gHeight"	Production Description
UH.06.GP.03	Header above sink	Horizontal header graphic over sink	Wrapped (Wall)	Bolted	42.00	12.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.06.GP.04	FOG	Vertical panel to right of sink	Wrapped (Wall)	Bolted	10.50	42.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.06.GP.05	Disposal/fruit stickers	Small topic panel to the left of sink	Wrapped (Wall)	Bolted	26.00	24.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.06.GP.06	Waste reduction tips/infographics	Large panel to the left of sink	Wrapped (Wall)	Bolted	26.00	48.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.07.GP.01	Slow the Flow	Long reader rail	Second Surface	VHB	168.00	18.00	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges. 1" wide 3M VHB foam tape.
UH.07.GP.02	Stream window cling	Window cling below reader rail	Window Film	Cling	192.00	29.00	3M Scotchcal Clear View Graphic Film IJ8150 applied directly to building window. Vinyl window cling.
UH.07.GP.03	Spinner graphic #1	Graphic on rotating drum	Second Surface		9.00	21.25	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges.
UH.07.GP.04	Spinner graphic #2	Graphic on rotating drum	Second Surface		9.00	21.25	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges.
UH.07.GP.05	Spinner graphic #3	Graphic on rotating drum	Second Surface		9.00	21.25	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges.
UH.07.GP.06	Spinner graphic #4	Graphic on rotating drum	Second Surface		9.00	21.25	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges.
TL.01.GP.01	Tech Lab	Orientation signage	Wrapped (Wall)	Z-Clip	32.25	93.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
TL.01.GP.02	Dimensional letters		Dimensional Letters	Pin Mounted	90.00	24.00	Acrylic or Metal, laser cut and painted. Provide 1/8" pin mounts and paper template.
TL.05.GP.01	Circular graphic behind hand sanitizer		Phenolic Resin	Bolted	15.00	15.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic. Machine screws through mounting surface into threaded inserts embedded in substrate.

EXHIBIT M - COMPONENT LISTS

ROSEVILLE UTILITY EXPLORATION CENTER

APPENDIX

- 1.0 Full Component List
- 2.0 Graphics Schedule
- 3.0 Furniture List
- 4.0 AV media List
- 5.0 Interactive List
- 6.0 Object List

1.0 Full Component List

	Code (Area.No.Type.No)	Working Title	Description	Component Type
Area Num	AREA LO	Lobby		
01	LO.01	Media Wall		
01	LO.01.AV.01	Media Wall	Digital signage program	Audio Visual
01	LO.01.AV.02	Media Wall	Monitor and AV hardware	Audio Visual
01	LO.02	Entrance Display		
01	LO.02.EF.01	Entrance Display	Themed pipe walkthrough	Exhibit Furniture
01	LO.02.GP.01	Entrance Display	Dimensional letters	Graphic
01	LO.02.GP.02	Entrance Display	Welcome panel	Graphic
	AREA VS	Visitor services		
02	VS.01	Welcome desk		
02	VS.01.EF.01	Welcome desk	Existing welcome desk will be reused, with an additional opening added for staff entry	Exhibit Furniture
02	VS.01.OB.01	Welcome desk	A retractable barrier will be added to the desk	Object
02	VS.02	Retail space		
02	VS.02.EF.01	Retail space	The existing retail fixtures will be reused	Exhibit Furniture
02	VS.02.EF.02	Retail space		Exhibit Furniture
02	VS.02.GP.01	Retail space	Topic panel: sustainable retail	Graphic
02	VS.02.GP.02	Retail space	Sustainable label card	Graphic
02	VS.02.GP.03	Retail space	Sustainable label card	Graphic
02	VS.02.GP.04	Retail space	Sustainable label card	Graphic
02	VS.02.GP.05	Retail space	Sustainable label card	Graphic
02	VS.02.GP.06	Retail space	Sustainable label card	Graphic
02	VS.02.GP.07	Retail space	Sustainable label card	Graphic
02	VS.02.GP.08	Retail space	Sustainable label card	Graphic
02	VS.02.GP.09	Retail space	Sustainable label card	Graphic
02	VS.02.GP.10	Retail space	Sustainable label card	Graphic
02	VS.03	Lockable storage		
02	VS.03.EF.01	Lockable storage		Exhibit Furniture
	AREA WO	Welcome & orientation		
03	WO.01	Exhibit intro		
03	WO.01.GP.01	Exhibit intro	Intro graphic on building column next to map	Graphic
03	WO.02	Utility map		
03	WO.02.EF.01	Utility map	Map base and cabinetry	Exhibit Furniture
03	WO.02.GP.01	Utility map	Backlit welcome graphic	Graphic
03	WO.02.EF.02	Utility map	3D topographic map	Exhibit Furniture
03	WO.02.AV.01	Utility map	Projection program	Audio Visual
03	WO.02.AV.02	Utility map	Interactive touchscreen monitor	Audio Visual
03	WO.02.AV.03	Utility map	Interactive touchscreen monitor	Audio Visual

1.0 Full Component List

	Code (Area.No.Type.No)	Working Title	Description	Component Type
03	WO.02.AV.04	Utility map	Projection equipment	Audio Visual
03	WO.03	Window Graphics		
03	WO.03.GP.01	Window Graphics	Window cling: waste services	Graphic
03	WO.03.GP.02	Window Graphics	Window cling: water	Graphic
03	WO.03.GP.03	Window Graphics	Window cling: wastewater	Graphic
03	WO.03.GP.04	Window Graphics	Window cling: stormwater	Graphic
03	WO.03.GP.05	Window Graphics	Window cling: electric	Graphic
03	WO.03.GP.06	Window Graphics	Window cling: secondary welcome	Graphic
	AREA WS	Waste services		
04	WS.01	Utility intro		
04	WS.01.EF.01	Utility intro	Panel base and platform	Exhibit Furniture
04	WS.01.GP.01	Utility intro	Intro graphic (front)	Graphic
04	WS.01.GP.02	Utility intro	Intro graphic (back)	Graphic
04	WS.02	Keep it out of the landfill!		
04	WS.02.GP.01	Keep it out of the landfill!	Landfill photomural	Graphic
04	WS.02.EF.01	Keep it out of the landfill!	Trash tower core sample and theming	Exhibit Furniture
04	WS.02.GP.02	Keep it out of the landfill!	Topic panel: What Happens When the Landfill Fills?	Graphic
04	WS.02.GP.03	Keep it out of the landfill!	Landfill labels	Graphic
04	WS.02.EF.02	Keep it out of the landfill!	Chicken sculpture	Exhibit Furniture
04	WS.03	Garbage truck cab		
04	WS.03.EF.01	Garbage truck cab	Platform and railing	Exhibit Furniture
04	WS.03.OB.01	Garbage truck cab	Garbage truck cab	Object
04	WS.03.GP.01	Garbage truck cab	Reader rail	Graphic
			A button on the reader rail will flash lights and play the sound of a bin being emptied into a hopper	
04	WS.03.IN.01	Garbage truck cab		Interactive
04	WS.04	Explore waste		
04	WS.04.EF.01	Explore waste	Trash pile theming	Exhibit Furniture
04	WS.04.IN.01	Explore waste	Low-tech interactive: lift the lid on paint can	Interactive
04	WS.04.GP.01	Explore waste	Graphic about hazardous waste	Graphic
04	WS.04.IN.02	Explore waste	The opening is covered by a graphic so kids can't crawl inside	Interactive
04	WS.04.GP.02	Explore waste	Graphic about food waste	Graphic
04	WS.04.IN.03	Explore waste	Trigger static or lights or a quick burst of sound	Interactive
04	WS.04.GP.03	Explore waste	Graphic about durable waste	Graphic
04	WS.04.IN.04	Explore waste	Explore waste flip doors	Interactive
04	WS.04.GP.04	Explore waste	Graphic about textile waste	Graphic
			Visitors can lift up some boxes (that function as sliders/lift and drop) to learn about how much paper and cardboard we throw away!	
04	WS.04.IN.05	Explore waste		Interactive
04	WS.04.GP.05	Explore waste	Graphic about paper waste	Graphic
04	WS.05	Trash sorting interactive		

1.0 Full Component List

	Code (Area.No.Type.No)	Working Title	Description	Component Type
04	WS.05.EF.01	Trash sorting interactive	Interactive base and cabinetry	Exhibit Furniture
04	WS.05.AV.01	Trash sorting interactive	Trash sorting Application	Audio Visual
04	WS.05.AV.02	Trash sorting interactive	Trash Sorting hardware	Audio Visual
	AREA WA	Water		
05	WA.01	Utility intro		
05	WA.01.EF.01	Utility intro	Panel base and platform	Exhibit Furniture
05	WA.01.GP.01	Utility intro	Intro graphic panel	Graphic
05	WA.02	Water pipe		
05	WA.02.EF.01	Water pipe	Oversized water pipe	Exhibit Furniture
05	WA.02.AV.01	Water pipe	Visitors turn a wheel to simulate the flow of water on a screen on the pipe	Audio Visual
05	WA.02.AV.02	Water pipe	42" LED screen on water pipe	Audio Visual
05	WA.03	Curved graphic		
05	WA.03.EF.01	Curved graphic	Curved "pipe" section that holds graphic	Exhibit Furniture
05	WA.03.GP.01	Curved graphic	Topic panel	Graphic
05	WA.04	Water above, water below		
05	WA.04.GP.01	Water above, water below	Custom wall illustration showing Roseville water sources.	Graphic
05	WA.04.GP.02	Where does Roseville’s water come from?	Topic panel located on building column	Graphic
05	WA.04.IN.01	LED Interactive	Visitors can trigger LED lights hidden on the illustration that show water sources	Interactive
05	WA.04.IN.02	Lift doors on wall illustration	Visitors can lift some doors on the illustration to reveal information	Interactive
05	WA.04.GP.03	Lift door #1: aquifer	Interactive lift panel	Graphic
05	WA.04.GP.04	Lift door #2: pump house	Interactive lift panel	Graphic
05	WA.04.GP.05	Lift door #3: water conservation	Interactive lift panel	Graphic
05	WA.05	Overhead curved graphic		
05	WA.05.EF.01	Overhead curved graphic	Overhead curved pipe section	Exhibit Furniture
05	WA.05.GP.01	Overhead curved graphic	Curved backlit graphic	Graphic
	AREA WW	Waste Water		
06	WW.01	Speeding Up Nature's Work		
06	WW.01.GP.01	Speeding Up Nature's Work	Intro graphic panel	Graphic
06	WW.02	We Don't Waste Wastewater	Curved graphic	
06	WW.02.EF.01	We Don't Waste Wastewater	Curved "pipe" section that holds graphic	Exhibit Furniture
06	WW.02.GP.01	We Don't Waste Wastewater	Topic panel	Graphic
06	WW.03	Treating Wastewater	Curved graphic	
06	WW.03.EF.01	Treating Wastewater	Curved "pipe" section that holds graphic	Exhibit Furniture
06	WW.03.GP.01	Treating Wastewater	Topic panel	Graphic
06	WW.04	Keep the Sewers Flowing	Curved graphic	
06	WW.04.EF.01	Keep the Sewers Flowing	Curved "pipe" section that holds graphic	Exhibit Furniture
06	WW.04.GP.01	Keep the Sewers Flowing	Topic panel	Graphic
06	WW.05	Meet the microbes		

1.0 Full Component List

	Code (Area.No.Type.No)	Working Title	Description	Component Type
06	WW.05.EF.01	Meet the microbes	Interactive base and cabinetry	Exhibit Furniture
06	WW.05.AV.01	Meet the microbes	Touchscreen interactive where visitors can explore different microbes involved in wastewater treatement	Audio Visual
06	WW.05.AV.02	Meet the microbes	Meet the Microbes AV equioment	Audio Visual
06	WW.05.GP.01	Meet the microbes	Reader rail with instructions	Graphic
06	WW.06	Recycled water pipe		
06	WW.06.EF.01	Recycled water pipe	Purple recycled water pipe	Exhibit Furniture
06	WW.06.GP.01	Purple Pipes Carry Recycled Water	Small label (located near the Stormwater section)	Graphic
	AREA ST	Stormwater		
07	ST.01	Stormwater Intro: Keeping Pollution out of Roseville's Waterways		
07	ST.01.GP.01	Keeping Pollution out of Roseville's Waterways	Intro graphic panel	Graphic
07	ST.02	Only rain down the storm drain		
07	ST.02.EF.01	Only rain down the storm drain	Stylized city model	Exhibit Furniture
07	ST.02.GP.01	Only rain down the storm drain	Topic panel: Where Does Stormwater Go?	Graphic
07	ST.02.IN.01	Only rain down the storm drain	Ball interactive	Interactive
07	ST.02.GP.02	Only rain down the storm drain	House cutaway (on modeled building)	Graphic
07	ST.03	Roseville's watershed		
07	ST.03.GP.01	Roseville's watershed	Illustration wraps two walls behind city model	Graphic
07	ST.03.GP.02	Roseville's watershed	Dimensional letters	Graphic
	AREA RE	Electric		
08	RE.01	Utility intro: The Power to Make a Difference		
08	RE.01.EF.01	Utility intro: The Power to Make a Difference	Panel base and platform	Exhibit Furniture
08	RE.01.GP.01	Utility intro: The Power to Make a Difference	Intro graphic panel	Graphic
08	RE.02	Power on the line		
08	RE.02.OB.01	Power on the line	Fabricated or Recycled wood utility pole	Object
08	RE.02.GP.01	Power on the line	Cutout figure appears to be climbing utility pole	Graphic
08	RE.02.GP.02	Power on the line	Interpretive graphic (on reverse of intro panel)	Graphic
08	RE.02.OB.02	Power on the line	Hard hat, safety glasses, boots, harness, hot stick	Object
08	RE.03	Powering Roseville		
08	RE.03.EF.01	Powering Roseville	Exhibit furniture	Exhibit Furniture
08	RE.03.GP.01	Powering Roseville	Backdrop graphics to interactive	Graphic
08	RE.03.GP.02	Powering Roseville	Dimensional letters	Graphic
08	RE.03.IN.01	Powering Roseville	Custom interactive and 2 10" Monitors	Interactive
08	RE.03.GP.03	Powering Roseville	Focus panel: Keep the Electricity Flowing	Graphic
08	RE.03.AV.01	Powering Roseville		Audiovisual
08	RE.04	Electricity in action		
08	RE.04.GP.01	Electricity in action	Wall photomural with simple illustrations	Graphic

1.0 Full Component List

	Code (Area.No.Type.No)	Working Title	Description	Component Type
	AREA UH	Utilities in the home		
09	UH.01	Area intro and house exterior		
09	UH.01.EF.01	Area intro and house exterior	Green house frame [existing]	Exhibit Furniture
09	UH.01.EF.02	Area intro and house exterior	Panel base and platform	Exhibit Furniture
09	UH.01.GP.01	Utility Savings Starts With You	Intro graphic panel	Graphic
09	UH.01.GP.02	Color block with prompt	Vertical panel, located on right side of door opening	Graphic
09	UH.01.GP.03	Color block with prompt	Horizontal panel, located on right side of door opening	Graphic
09	UH.01.GP.04	Chalkboard prompt	Small panel at upper right of house front	Graphic
09	UH.01.GP.05	Chalkboard panel	Panel with chalkboard paint for low-tech interactive	Graphic
09	UH.01.GP.06	Chalkboard panel	Panel with chalkboard paint for low-tech interactive	Graphic
09	UH.01.GP.07	Stormwater savings tips	Topic Panel on house exterior (opposite UH.02.GP.02)	Graphic
09	UH.01.GP.08	Energy saving tips	Topic Panel on house exterior (opposite UH.03.GP.01)	Graphic
09	UH.01.GP.09	Wastewater tips	Topic Panel on house exterior (wall near toilet)	Graphic
09	UH.01.GP.10	Water saving tips	Topic Panel on house exterior (wall near kitchen)	Graphic
09	UH.01.GP.11	How Do You Compare?	Topic Panel adjacent to Intro Panel	Graphic
09	UH.02	What's your impact?		
09	UH.02.GP.01	Small Steps Add Up	Background graphic for What's your impact? interactive	Graphic
09	UH.02.IN.01	What's your impact? Interactive	Interactive	Interactive
09	UH.02.AV.01	Monitor showing energy savings	What's your impact? monitor	Audio Visual
09	UH.02.GP.02	You Make a Difference	Topic Panel	Graphic
09	UH.03	Electricity savings		
09	UH.03.GP.01	Crank Up the Power	Topic Panel	Graphic
09	UH.03.IN.01	Crank interactive	Refurbish existing energy crank and add new objects	Interactive
09	UH.03.OB.01	Energy crank [existing, modified]	Refurbish existing energy crank and add new objects	Object
09	UH.04	Water savings		
09	UH.04.EF.01	Sink environment		Exhibit Furniture
09	UH.04.GP.01	Topic panel	Topic panel serves as instructions for water and wastewater	Graphic
09	UH.04.IN.01	Water Savings interactive	Leak interactive	Interactive
09	UH.05	Wastewater savings		
09	UH.05.EF.01	Toilet environment		Exhibit Furniture
09	UH.05.IN.01	Toilet interactive	Visitors lift lid of the toilet to trigger a flushing sound and reveal a graphic	Interactive
09	UH.05.GP.01	Toilet interactive	Toilet seat graphic	Graphic
09	UH.06	Waste savings		
09	UH.06.EF.01	Kitchen environment	Includes sink, waste/compost/hazard bins, FOG container	Exhibit Furniture
09	UH.06.GP.01	Sort That Trash!	Topic panel with intro/instructions (at far left of display)	Graphic
09	UH.06.IN.01	Waste savings interactive	Sort waste items into correct bin interactive	Interactive
09	UH.06.GP.02	Backsplash graphic	Sits behind the sink and holds the light for the interactive	Graphic
09	UH.06.GP.03	Header above sink	Horizontal header graphic over sink	Graphic
09	UH.06.GP.04	FOG	Vertical panel to right of sink	Graphic
09	UH.06.GP.05	Disposal/fruit stickers	Small topic panel to the left of sink	Graphic

1.0 Full Component List

	Code (Area.No.Type.No)	Working Title	Description	Component Type
09	UH.06.GP.06	Waste reduction tips/infographics	Large panel to the left of sink	Graphic
09	UH.07	Stormwater savings		
09	UH.07.GP.01	Slow the Flow	Long reader rail	Graphic
09	UH.07.IN.01	Stormwater spinner interactive	Spinner interactive on reader rail	Interactive
09	UH.07.GP.02	Stream window cling	Window cling below reader rail	Graphic
09	UH.07.GP.03	Spinner graphic #1	Graphic on rotating drum	Graphic
09	UH.07.GP.04	Spinner graphic #2	Graphic on rotating drum	Graphic
09	UH.07.GP.05	Spinner graphic #3	Graphic on rotating drum	Graphic
09	UH.07.GP.06	Spinner graphic #4	Graphic on rotating drum	Graphic
09	UH.08	Seating		
09	UH.08.EF.01	Bench seating		Exhibit Furniture
	AREA TL	Tech lab		
10	TL.01	Intro signage		
10	TL.01.GP.01	Tech Lab	Orientation signage	Graphic
10	TL.01.OB.01	Plex holder for changing information	Acrylic Brochure holder	Object
10	TL.01.GP.02	Dimensional letters		Graphic
10	TL.02	Activity stations		
10	TL.02.EF.01	Activity station seating and tables	Total of four tables and 12 chairs	Exhibit Furniture
10	TL.03	Announcement board		
10	TL.03.OB.01	Magnetic board	Magnetic sheet to replace cork for mounting flyer, etc.	Object
10	TL.04	Literature rack		
10	TL.04.OB.01	Literature/brochure rack	Existing wood case with open, staggered shelves to display brochures	Object
10	TL.05	Hand sanitizer station		
10	TL.05.OB.01	Hand sanitizer station		Object
10	TL.05.GP.01	Circular graphic behind hand sanitizer		Graphic

2.0 Component List - Graphics Schedule

Code (Area.No.Type.No)	Working Title	Description	Graphic Type	Mounting	gWidth"	gHeight"	Production Description
LO.02.GP.01	Entrance Display	Dimensional letters	Dimensional Letters	Pin Mounted			Acrylic or Metal, laser cut and painted. Provide 1/8" pin mounts and paper template.
LO.02.GP.02	Entrance Display	Welcome panel	Wrapped (Wall)	Z-Clip	20.00	34.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
VS.02.GP.01	Retail space	Topic panel: sustainable retail	Second Surface	VHB	12.00	12.00	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges. 1" wide 3M VHB foam tape.
VS.02.GP.02	Retail space	Sustainable label card	Laminated		8.00	3.00	High quality print on paper, 10 mil matte lamination with rounded corners.
VS.02.GP.03	Retail space	Sustainable label card	Laminated		8.00	3.00	High quality print on paper, 10 mil matte lamination with rounded corners.
VS.02.GP.04	Retail space	Sustainable label card	Laminated		8.00	3.00	High quality print on paper, 10 mil matte lamination with rounded corners.
VS.02.GP.05	Retail space	Sustainable label card	Laminated		8.00	3.00	High quality print on paper, 10 mil matte lamination with rounded corners.
VS.02.GP.06	Retail space	Sustainable label card	Laminated		8.00	3.00	High quality print on paper, 10 mil matte lamination with rounded corners.
VS.02.GP.07	Retail space	Sustainable label card	Laminated		8.00	3.00	High quality print on paper, 10 mil matte lamination with rounded corners.
VS.02.GP.08	Retail space	Sustainable label card	Laminated		8.00	3.00	High quality print on paper, 10 mil matte lamination with rounded corners.
VS.02.GP.09	Retail space	Sustainable label card	Laminated		8.00	3.00	High quality print on paper, 10 mil matte lamination with rounded corners.
VS.02.GP.10	Retail space	Sustainable label card	Laminated		8.00	3.00	High quality print on paper, 10 mil matte lamination with rounded corners.
WO.01.GP.01	Exhibit intro	Intro graphic on building column next to map	Wrapped (Wall)	Inset Frame	32.25	93.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Graphic inset in 1/2" finished aluminum angle, secured from backside, Leave 1/8" reveal on all sides.
WO.02.GP.01	Utility map	Backlit welcome graphic	Backlit	Edge Capture	36.00	48.00	Duratrans (or similar between) clear 1/8" lexan and 1/4" milk plex. Graphic set into 1/2" metal angle frame or "F" channel.
WO.03.GP.01	Window Graphics	Window cling: waste services	Window Film	Cling	65.00	106.00	3M Scotchcal Clear View Graphic Film IJ8150 applied directly to building window. Vinyl window cling.

2.0 Component List - Graphics Schedule

Code (Area.No.Type.No)	Working Title	Description	Graphic Type	Mounting	gWidth"	gHeight"	Production Description
WO.03.GP.02	Window Graphics	Window cling: water	Window Film	Cling	48.00	106.00	3M Scotchcal Clear View Graphic Film IJ8150 applied directly to building window. Vinyl window cling.
WO.03.GP.03	Window Graphics	Window cling: wastewater	Window Film	Cling	48.00	106.00	3M Scotchcal Clear View Graphic Film IJ8150 applied directly to building window. Vinyl window cling.
WO.03.GP.04	Window Graphics	Window cling: stormwater	Window Film	Cling	48.00	106.00	3M Scotchcal Clear View Graphic Film IJ8150 applied directly to building window. Vinyl window cling.
WO.03.GP.05	Window Graphics	Window cling: electric	Window Film	Cling	65.00	106.00	3M Scotchcal Clear View Graphic Film IJ8150 applied directly to building window. Vinyl window cling.
WO.03.GP.06	Window Graphics	Window cling: secondary welcome	Perforated Film	Cling	194.00	106.00	3M Scotchcal Perforated Window Graphic Film applied directly to building window. Vinyl window cling.
WS.01.GP.01	Utility intro	Intro graphic (front)	Wrapped (Wall)	Inset Frame	32.25	93.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Graphic inset in 1/2" finished aluminum angle, secured from backside, Leave 1/8" reveal on all sides.
WS.01.GP.02	Utility intro	Intro graphic (back)	Wrapped (Wall)	Inset Frame	32.25	93.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Graphic inset in 1/2" finished aluminum angle, secured from backside, Leave 1/8" reveal on all sides.
WS.02.GP.01	Keep it out of the landfill!	Landfill photomural	Wrapped (Wall)	Z-Clip	262.75	108.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
WS.02.GP.02	Keep it out of the landfill!	Topic panel: What Happens When the Landfill Fills?	Wrapped (Wall)	Z-Clip	20.00	30.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
WS.02.GP.03	Keep it out of the landfill!	Landfill labels	Second Surface	VHB	10.00	6.00	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges. 1" wide 3M VHB foam tape.
WS.03.GP.01	Garbage truck cab	Reader rail	Second Surface	VHB	72.00	12.00	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges. 1" wide 3M VHB foam tape.
WS.04.GP.01	Explore waste	Graphic about hazardous waste	Phenolic Resin	Bolted	6.00	6.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic. Machine screws through mounting surface into threaded inserts embedded in substrate.
WS.04.GP.02	Explore waste	Graphic about food waste	Phenolic Resin	Bolted	12.00	24.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic. Machine screws through mounting surface into threaded inserts embedded in substrate.
WS.04.GP.03	Explore waste	Graphic about durable waste	Backlit	Edge Capture	8.75	7.50	Duratrans (or similar between) clear 1/8" lexan and 1/4" milk plex. Graphic set into 1/2" metal angle frame or "F" channel.
WS.04.GP.04	Explore waste	Graphic about textile waste	Phenolic Resin	Bolted	16.00	13.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic. Machine screws through mounting surface into threaded inserts embedded in substrate.

2.0 Component List - Graphics Schedule

Code (Area.No.Type.No)	Working Title	Description	Graphic Type	Mounting	gWidth"	gHeight"	Production Description
WS.04.GP.05	Explore waste	Graphic about paper waste	Phenolic Resin	Bolted	10.00	12.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic. Machine screws through mounting surface into threaded inserts embedded in substrate.
WA.01.GP.01	Utility intro	Intro graphic panel	Wrapped (Wall)	Inset Frame	32.25	93.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Graphic inset in 1/2" finished aluminum angle, secured from backside, Leave 1/8" reveal on all sides.
WA.03.GP.01	Curved graphic	Topic panel	Backlit	Edge Capture	36.00	163.25	Duratrans (or similar between) clear 1/8" lexan and 1/4" milk plex. Graphic set into 1/2" metal angle frame or "F" channel.
WA.04.GP.01	Water above, water below	Custom wall illustration showing Roseville water sources.	Wrapped (Wall)	Z-Clip	201.00	106.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
WA.04.GP.02	Where does Roseville's water come from?	Topic panel located on building column	Wrapped (Wall)	Z-Clip	24.00	39.50	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
WA.04.GP.03	Lift door #1: aquifer	Interactive lift panel	Phenolic Resin		12.00	8.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic.
WA.04.GP.04	Lift door #2: pump house	Interactive lift panel	Phenolic Resin		12.00	8.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic.
WA.04.GP.05	Lift door #3: water conservation	Interactive lift panel	Phenolic Resin		12.00	8.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic.
WA.05.GP.01	Overhead curved graphic	Curved backlit graphic	Backlit	Edge Capture	36.00	96.00	Duratrans (or similar between) clear 1/8" lexan and 1/4" milk plex. Graphic set into 1/2" metal angle frame or "F" channel.
WW.01.GP.01	Speeding Up Nature's Work	Intro graphic panel	Wrapped (Wall)	Z-Clip	24.00	106.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
WW.02.GP.01	We Don't Waste Wastewater	Topic panel	Backlit	Edge Capture	36.00	163.25	Duratrans (or similar between) clear 1/8" lexan and 1/4" milk plex. Graphic set into 1/2" metal angle frame or "F" channel.
WW.03.GP.01	Treating Wastewater	Topic panel	Backlit	Edge Capture	36.00	163.25	Duratrans (or similar between) clear 1/8" lexan and 1/4" milk plex. Graphic set into 1/2" metal angle frame or "F" channel.
WW.04.GP.01	Keep the Sewers Flowing	Topic panel	Backlit	Edge Capture	36.00	163.25	Duratrans (or similar between) clear 1/8" lexan and 1/4" milk plex. Graphic set into 1/2" metal angle frame or "F" channel.
WW.05.GP.01	Meet the microbes	Reader rail with instructions	Backlit	Edge Capture	30.00	18.75	Duratrans (or similar between) clear 1/8" lexan and 1/4" milk plex. Graphic set into 1/2" metal angle frame or "F" channel.
WW.06.GP.01	Purple Pipes Carry Recycled Water	Small label (located near the Stormwater section)	Second Surface	VHB	10.00	6.00	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges. 1" wide 3M VHB foam tape.

2.0 Component List - Graphics Schedule

Code (Area.No.Type.No)	Working Title	Description	Graphic Type	Mounting	gWidth"	gHeight"	Production Description
ST.01.GP.01	Keeping Pollution out of Roseville's Waterway	Intro graphic panel	Wrapped (Wall)	Z-Clip	28.00	106.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
ST.02.GP.01	Only rain down the storm drain	Topic panel: Where Does Stormwater Go?	Wrapped (Wall)	Z-Clip	24.00	66.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
ST.02.GP.02	Only rain down the storm drain	House cutaway (on modeled building)	Phenolic Resin	Bolted			CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic. Machine screws through mounting surface into threaded inserts embedded in substrate.
ST.03.GP.01	Roseville's watershed	Illustration wraps two walls behind city model	Wrapped (Wall)	Z-Clip	254.00	87.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
ST.03.GP.02	Roseville's watershed	Dimensional letters	Dimensional Letters	Pin Mounted	54.00	36.00	Acrylic or Metal, laser cut and painted. Provide 1/8" pin mounts and paper template.
RE.01.GP.01	Utility intro: The Power to Make a Difference	Intro graphic panel	Wrapped (Wall)	Inset Frame	32.25	93.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Graphic inset in 1/2" finished aluminum angle, secured from backside, Leave 1/8" reveal on all sides.
RE.02.GP.01	Power on the line	Cutout figure appears to be climbing utility pole	Phenolic Resin	Bolted	36.00	60.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic. Machine screws through mounting surface into threaded inserts embedded in substrate.
RE.02.GP.02	Power on the line	Interpretive graphic (on reverse of intro panel)	Wrapped (Wall)	Inset Frame	32.25	93.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Graphic inset in 1/2" finished aluminum angle, secured from backside, Leave 1/8" reveal on all sides.
RE.03.GP.01	Powering Roseville	Backdrop graphics to interactive	Phenolic Resin	Bolted	90.00	47.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic. Machine screws through mounting surface into threaded inserts embedded in substrate.
RE.03.GP.02	Powering Roseville	Dimensional letters	Dimensional Letters	Pin Mounted	72.00	24.00	Acrylic or Metal, laser cut and painted. Provide 1/8" pin mounts and paper template.
RE.03.GP.03	Powering Roseville	Focus panel: Keep the Electricity Flowing	Wrapped (Wall)	Z-Clip	22.00	32.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
RE.04.GP.01	Electricity in action	Wall photomural with simple illustrations	Wrapped (Wall)	Z-Clip	107.00	104.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
UH.01.GP.01	Utility Savings Starts With You	Intro graphic panel	Wrapped (Wall)	Inset Frame	32.25	93.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Graphic inset in 1/2" finished aluminum angle, secured from backside, Leave 1/8" reveal on all sides.
UH.01.GP.02	Color block with prompt	Vertical panel, located on right side of door opening	Wrapped (Wall)	Bolted	10.50	42.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.01.GP.03	Color block with prompt	Horizontal panel, located on right side of door opening	Wrapped (Wall)	Bolted	42.00	12.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.

2.0 Component List - Graphics Schedule

Code (Area.No.Type.No)	Working Title	Description	Graphic Type	Mounting	gWidth"	gHeight"	Production Description
UH.01.GP.04	Chalkboard prompt	Small panel at upper right of house front	Wrapped (Wall)	Bolted	26.00	24.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.01.GP.05	Chalkboard panel	Panel with chalkboard paint for low-tech interactive		Bolted	26.00	48.00	
UH.01.GP.06	Chalkboard panel	Panel with chalkboard paint for low-tech interactive		Bolted	26.00	24.00	
UH.01.GP.07	Stormwater savings tips	Topic Panel on house exterior (opposite UH.02.GP.02)	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.01.GP.08	Energy saving tips	Topic Panel on house exterior (opposite UH.03.GP.01)	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.01.GP.09	Wastewater tips	Topic Panel on house exterior (wall near toilet)	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.01.GP.10	Water saving tips	Topic Panel on house exterior (wall near kitchen)	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.01.GP.11	How Do You Compare?	Topic Panel adjacent to Intro Panel	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.02.GP.01	Small Steps Add Up	Background graphic for What's your impact? interactive	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.02.GP.02	You Make a Difference	Topic Panel	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.03.GP.01	Crank Up the Power	Topic Panel	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.04.GP.01	Topic panel	Topic panel serves as instructions for water and wastewater	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.05.GP.01	Toilet interactive	Toilet seat graphic	Second Surface	VHB	16.00	18.00	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges. 1" wide 3M VHB foam tape.
UH.06.GP.01	Sort That Trash!	Topic panel with intro/instructions (at far left of display)	Wrapped (Wall)	Bolted	26.50	49.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.06.GP.02	Backsplash graphic	Sits behind the sink and holds the light for the interactive	Wrapped (Wall)	Bolted	46.00	6.25	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.

2.0 Component List - Graphics Schedule

Code (Area.No.Type.No)	Working Title	Description	Graphic Type	Mounting	gWidth"	gHeight"	Production Description
UH.06.GP.03	Header above sink	Horizontal header graphic over sink	Wrapped (Wall)	Bolted	42.00	12.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.06.GP.04	FOG	Vertical panel to right of sink	Wrapped (Wall)	Bolted	10.50	42.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.06.GP.05	Disposal/fruit stickers	Small topic panel to the left of sink	Wrapped (Wall)	Bolted	26.00	24.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.06.GP.06	Waste reduction tips/infographics	Large panel to the left of sink	Wrapped (Wall)	Bolted	26.00	48.00	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Machine screws through mounting surface into threaded inserts embedded in substrate.
UH.07.GP.01	Slow the Flow	Long reader rail	Second Surface	VHB	168.00	18.00	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges. 1" wide 3M VHB foam tape.
UH.07.GP.02	Stream window cling	Window cling below reader rail	Window Film	Cling	192.00	29.00	3M Scotchcal Clear View Graphic Film IJ8150 applied directly to building window. Vinyl window cling.
UH.07.GP.03	Spinner graphic #1	Graphic on rotating drum	Second Surface		9.00	21.25	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges.
UH.07.GP.04	Spinner graphic #2	Graphic on rotating drum	Second Surface		9.00	21.25	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges.
UH.07.GP.05	Spinner graphic #3	Graphic on rotating drum	Second Surface		9.00	21.25	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges.
UH.07.GP.06	Spinner graphic #4	Graphic on rotating drum	Second Surface		9.00	21.25	Lambda high resolution digital output second surface on 1/8" Lexan (matte finish) with eased edges.
TL.01.GP.01	Tech Lab	Orientation signage	Wrapped (Wall)	Z-Clip	32.25	93.38	Lambda high resolution digital output, wrapped over 1/4" or 3/8" MDF substrate. Offset Z-clip aluminum extrusion secured to graphic substrate and mounting surface.
TL.01.GP.02	Dimensional letters		Dimensional Letters	Pin Mounted	90.00	24.00	Acrylic or Metal, laser cut and painted. Provide 1/8" pin mounts and paper template.
TL.05.GP.01	Circular graphic behind hand sanitizer		Phenolic Resin	Bolted	15.00	15.00	CHPL graphic sign material composed of several layers of phenolic resin impregnated kraft filler paper, with digitally imaged graphic. Machine screws through mounting surface into threaded inserts embedded in substrate.

3.0 Component List - Furniture

<i>Code (Area.No.Type.No)</i>	<i>Working Title</i>	<i>Casework Type</i>	<i>Fabrication Description</i>
LO.02.EF.01	Entrance Display	Themed Environment	Fabricated elemens such as faux collumns
VS.01.EF.01	Welcome desk	Casework	Casework, cabinets, displaycase, pedestals and platforms
VS.02.EF.01	Retail space	Casework	Casework, cabinets, displaycase, pedestals and platforms
VS.02.EF.02	Retail space	Casework	Casework, cabinets, displaycase, pedestals and platforms
VS.03.EF.01	Lockable storage	Casework	Casework, cabinets, displaycase, pedestals and platforms
WO.02.EF.01	Utility map	Casework	Casework, cabinets, displaycase, pedestals and platforms
WO.02.EF.02	Utility map	Themed Environment	Fabricated elemens such as faux collumns
WS.01.EF.01	Utility intro	Casework	Casework, cabinets, displaycase, pedestals and platforms
WS.02.EF.01	Keep it out of the landfill!	Themed Environment	Fabricated elemens such as faux collumns
WS.02.EF.02	Keep it out of the landfill!	Themed Environment	Fabricated elemens such as faux collumns
WS.03.EF.01	Garbage truck cab	Casework	Casework, cabinets, displaycase, pedestals and platforms
WS.04.EF.01	Explore waste	Themed Environment	Fabricated elemens such as faux collumns
WS.05.EF.01	Trash sorting interactive	Casework	Casework, cabinets, displaycase, pedestals and platforms
WA.01.EF.01	Utility intro	Casework	Casework, cabinets, displaycase, pedestals and platforms
WA.02.EF.01	Water pipe		
WA.03.EF.01	Curved graphic	Casework	Casework, cabinets, displaycase, pedestals and platforms
WA.05.EF.01	Overhead curved graphic	Casework	Casework, cabinets, displaycase, pedestals and platforms
WW.02.EF.01	We Don't Waste Wastewater	Casework	Casework, cabinets, displaycase, pedestals and platforms
WW.03.EF.01	Treating Wastewater	Casework	Casework, cabinets, displaycase, pedestals and platforms

3.0 Component List - Furniture

<i>Code (Area.No.Type.No)</i>	<i>Working Title</i>	<i>Casework Type</i>	<i>Fabrication Description</i>
WW.04.EF.01	Keep the Sewers Flowing	Casework	Casework, cabinets, displaycase, pedestals and platforms
WW.05.EF.01	Meet the microbes	Casework	Casework, cabinets, displaycase, pedestals and platforms
WW.06.EF.01	Recycled water pipe	Themed Environment	Fabricated elemens such as faux collumns
ST.02.EF.01	Only rain down the storm drain	Themed Environment	Fabricated elemens such as faux collumns
RE.01.EF.01	Utility intro: The Power to Make a Difference	Casework	Casework, cabinets, displaycase, pedestals and platforms
RE.03.EF.01	Powering Roseville	Themed Environment	Fabricated elemens such as faux collumns
UH.01.EF.01	Area intro and house exterior		
UH.01.EF.02	Area intro and house exterior	Casework	Casework, cabinets, displaycase, pedestals and platforms
UH.04.EF.01	Sink environment	Furniture / Purchased Item	Purchase furniture Fixture or Equipment
UH.05.EF.01	Toilet environment	Furniture / Purchased Item	Purchase furniture Fixture or Equipment
UH.06.EF.01	Kitchen environment	Casework	Casework, cabinets, displaycase, pedestals and platforms
UH.08.EF.01	Bench seating	Casework	Casework, cabinets, displaycase, pedestals and platforms
TL.02.EF.01	Activity station seating and tables	Furniture / Purchased Item	Purchase furniture Fixture or Equipment

4.0 Component List - Audio Visual

Code (Area.No.Type.No)	Working Title	Description	Spec
LO.01.AV.01	Media Wall	Digital signage program	Software by UEC Staff
LO.01.AV.02	Media Wall	Monitor and AV hardware	LG 98UH5E-B or sim, Brightsign HD 224, JBL CBT 70J speskers (qty 2)
WO.02.AV.01	Utility map	Projection program	Custom Application
WO.02.AV.02	Utility map	Interactive touchscreen monitor	ELO 19.5" Open Frame Touchscreen or Sim
WO.02.AV.03	Utility map	Interactive touchscreen monitor	ELO 19.5" Open Frame Touchscreen or Sim
WO.02.AV.04	Utility map	Projection equipment	7000+ Lumen 4K Porjector, Computer:_____,
WS.05.AV.01	Trash sorting interactive	Trash sorting Application	Custom Application
WS.05.AV.02	Trash sorting interactive	Trash Sorting hardware	65" Touch Table Monitor, PC
WA.02.AV.01	Water pipe	Visitors turn a wheel to simulate the flow of water on a screen on the pipe	Custom Application
WA.02.AV.02	Water pipe	42" LED screen on water pipe	NEC ME431 43" class Monitor or sim , PC
WW.05.AV.01	Meet the microbes	Touchscreen interactive where visitors can explore different microbes involved in wastewater treatement	Custom Application
WW.05.AV.02	Meet the microbes	Meet the Microbes AV equioment	PC, Projector, lens, touch interface TBD
UH.02.AV.01	Monitor showing energy savings	What's your impact? monitor	Liliput #TK1040-NP/C/T-A 10" LCD Monitor or Sim, with media player

5.0 Component List - Interactives

Code (Area.No.Type.No) Working Title		Description	Type	Spec
WS.03.IN.01	Garbage truck cab	A button on the reader rail will flash lights and play the sound of a bin being emptied into a hopper	Push Button Audio	Brightsign AU355 or Sim, Happ small round burtttons, speakers: TBD
WS.04.IN.01	Explore waste	Low-tech interactive: lift the lid on paint can	Flip Door	Graphic mounted to acrylic with stereo glass hinges
WS.04.IN.02	Explore waste	The opening is covered by a graphic so kids can't crawl inside	Flip Door	Graphic mounted to acrylic with stereo glass hinges
WS.04.IN.03	Explore waste	Trigger static or lights or a quick burst of sound	Push Button Audio	Brightsign AU355 or Sim, Happ small round burtttons, speakers: TBD
WS.04.IN.04	Explore waste	Explore waste flip doors	Flip Door	Graphic mounted to acrylic with stereo glass hinges
WS.04.IN.05	Explore waste	Visitors can lift up some boxes (that function as sliders/lift and drop) to learn about how much paper and cardboard we throw away!	Slider	Custom graphics in channels to allow one to slide away to reveal another
WA.04.IN.01	LED Interactive	Visitors can trigger LED lights hidden on the illustration that show water sources	Other	Custom computer game with physical manipulateable elements
WA.04.IN.02	Lift doors on wall illustration	Visitors can lift some doors on the illustration to reveal information	Flip Door	Custom graphics in channels to allow one to slide away to reveal another
ST.02.IN.01	Only rain down the storm drain	Ball interactive	Other	Custom Balls and Chutes
RE.03.IN.01	Powering Roseville	Custom interactive and 2 10" Monitors	Other	Custom computer game with physical manipulateable elements
UH.02.IN.01	What's your impact? Interactive	Interactive	Other	Custom game with physical manipulateable elements
UH.03.IN.01	Crank interactive	Refurbish existing energy crank and add new objects	Other	Refurbished hand crank generator
UH.04.IN.01	Water Savings interactive	Leak interactive	Other	Sensor, switch, and audio player
UH.05.IN.01	Toilet interactive	Visitors lift lid of the toilet to trigger a flushing sound and reveal a graphic	Other	Sensor, switch, and audio player, Lilliput TK700-NP/C 7" or Sim
UH.06.IN.01	Waste savings interactive	Sort waste items into correct bin interactive	Other	Custom sorting game with physical manipulateable elements
UH.07.IN.01	Stormwater spinner interactive	Spinner interactive on reader rail	Graphic spinner	Custom rotating drum with graphics

6.0 Component List - Objects

Code (Area.No. Type.No)	Working Title	Description	Object Source
VS.01.OB.01	Welcome desk	A retractable barrier will be added to the desk	City's Fabricator
WS.03.OB.01	Garbage truck cab	Garbage truck cab	City of Roseville
RE.02.OB.01	Power on the line	Fabricated or Recycled wood utility pole	Fabricator/ALT: City of Roseville
RE.02.OB.02	Power on the line	Hard hat, safety glasses, boots, harness, hot stick	City of Roseville
UH.03.OB.01	Energy crank [existing, modified]	Refurbish existing energy crank and add new objects	Update and Re-use existing
TL.01.OB.01	Plex holder for changing information	Acrylic Brochure holder	Fabricator
TL.03.OB.01	Magnetic board	Magnetic sheet to replace cork for mounting flyer, etc.	Fabricator
TL.04.OB.01	Literature/brochure rack	Existing wood case with open, staggered shelves to display brochures	Re-use existing
TL.05.OB.01	Hand sanitizer station		Re-use existing

EXHIBIT N - CUTSHEETS

Roseville Utility Exploration Center Roseville, CA

**Exhibit Component Cutsheets
Final Design Bid Documents**

September 9, 2022

Bart

Exhibition
Design

Bart Hays

Exhibition Design

1041 Morse Dr.
Pacific Grove, CA
93950

612.423.5245

SPEQ-S

Small Cylinder Track Head



Availability:
9/8/17 SPEQ-S



SPEQ Small Cylinder Track Head

Features

Designed to let the interior design and not the lighting take center stage, the SPEQ track head from Amerlux balances clean, minimal aesthetic design with industry leading optical performance. The fixture has no visible heat sink or venting and has snoot perfectly matched to provide excellent glare control while maintaining the clean fixture lines. The integral driver is fully featured with low end dimming and full 2.5 KV surge protection (not a lamp driver!) Perfect for Galleries, Retail and Commercial interiors SPEQ uses high end optical designs to ensure your space is lit perfectly and efficiently.

Product Overview

Type:	Track Accent & Display
Wattage:	9W, 15W
Lumen Output:	1,310 max (15W, Spot optic), 89.5 lm/W
CBCP:	9,393 max (15W, Spot optic)
Color Temp:	2200K, 2700K, 3000K, 3500K, 4000K
CRI:	83 typ. & 90+ typ. CrispWhite & 3K Class A LED's available
Dimming:	TRIAC & ELV (120V) - 5% Dim

PROJECT:

TYPE:

Fixture Summary *(see following pages for more information)*

Performance Chart

Nominal Watts	Delivered Lumens	LPW	CBCP	Color Temp
9	812	91	5,824	3000K-83
15	1,310	89.5	9,393	3000K-83

Data is based on 3000K-83 IES files available on website.

Data is based on Spot optic.

Electrical Data

	9W		15W	
	System Watts	Amps	System Watts	Amps
120V	9	0.08	15	0.13
277V	N/A	N/A	N/A	N/A

Electronic constant current LED driver



5 year limited warranty
AMERLUX LED

LIT-2118 • 07/20/17 • Page 1 of 7

Amerlux reserves the right to change details that do not affect overall function and performance.
Amerlux®, LLC • 178 Bauer Drive, Oakland, NJ 07436 • P: 973-882-5010 F: 973-882-2605 • amerlux.com

Client: City of Roseville

Date: 9/9/2022

Project: Roseville Utility Exploration Center

Area: General (Lighting Fixture Cutsheets)

SPEQ-S

Small Cylinder Track Head



SPEQ Small Cylinder Track Head

PROJECT:

TYPE:

Ordering Information

Availability:
9/8/17 SPEQ-S

SPEQ-S-A17	.15	WT	TEK	.120	SP	.40	LE/TE	
1	2	3	4	5	6	7	8	9

1 Model
SPEQ-S-A17*

2 Wattage
9
15

3 Finish
WT - white texture
BT - black texture
ST - silver texture
Other finishes, consult factory

4 Mounting
TN1 - Global 1cir/H-Style, 120V
TEK - Global 2cir/2neut, 120V
TN3 - Global 3cir, 120V
CT - J-Style, 120V
LOL - L-Style, 120V
B* - busway, 120V
C - canopy, 120V
CCL2-SCP - C-clamp, black, with straight cord**, 6'
CCL2-CCP - C-clamp, black, with coil cord**, 5'
Notes: *Black busway adapter used for ST finish
**Black cord used for BT & ST finish,
White cord used for WT finish

5 Voltage
120

6 Beam Spreads
SP - spot 15°
NF - narrow flood 22°
MFL - med flood 25°
FL - flood 28°
WF - wide flood 45°
VWF - very wide flood 60°
LS - linear spread 60° x 10°

7 Color Temp
83 CRI: 90+ CRI:
27 - 2700K-83 229 - 2200K-90+ CRISP - CrispWhite
30 - 3000K-83 279 - 2700K-90+ 3CLA - 3K Class A
35 - 3500K-83 309 - 3000K-90+
40 - 4000K-83 359 - 3500K-90+
409 - 4000K-90+

8 Driver
LE/TE - TRIAC/ELV dimming, 120V only

9 Options/Accessories
SN - snoot
HEX - hexcell louver
SOL - solite beam softening lens
LS - linear spread lens
CB - cross blade (requires snoot)

* The "A" refers to the sequential revision in a year and "xx" refers to the year of update. Updates coincide with improved performance while not changing the overall fixture aesthetic and are reflected in the published performance data. Please contact your Amerlux representative for explanations of changes.

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Client: City of Roseville

Date: 9/9/2022

Project: Roseville Utility Exploration Center

Area: General (Lighting Fixture Cutsheets)

SPEQ-M

Medium Cylinder Track Head



Features

Designed to let the interior design and not the lighting take center stage, the SPEQ track head from Amerlux balances clean, minimal aesthetic design with industry leading optical performance. The fixture has no visible heat sink or venting and has snoot perfectly matched to provide excellent glare control while maintaining the clean fixture lines. The integral driver is fully featured with low end dimming and full 2.5 KV surge protection (not a lamp driver!) Perfect for Galleries, Retail and Commercial interiors SPEQ uses high end optical designs to ensure your space is lit perfectly and efficiently.

Product Overview

Type:	Track Accent & Display
Wattage:	18W, 21W, 26W
Lumen Output:	2,056 max (26W, Spot optic); 78.4 lm/W
CBCP:	14,898 max (26W, Spot optic)
Color Temp:	2700K, 3000K, 3500K, 4000K
CRI:	83 typ. & 90+ typ. CrispWhite & 3K Class A LED's available
Dimming:	TRIAC & ELV (120V) - 5% Dim

PROJECT:

TYPE:

Fixture Summary *(see following pages for more information)*

Performance Chart

Nominal Watts	Delivered Lumens	LPW	CBCP	Color Temp
18*	1,215	68.6	26,813	3000K-83
21	1,850	88	13,578	3000K-83
26	2,056	78.4	14,898	3000K-83

Data is based on 3000K-83 IES files available on website.

*Data is based on Spot optic, except for 18W. *18W is VNSP only.*

Electrical Data

	18W		21W		26W	
	System Watts	Amps	System Watts	Amps	System Watts	Amps
120V	18	0.15	21.4	0.18	26	0.22
277V	N/A	N/A	21.8	0.08	26	0.09

Electronic constant current LED driver



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Client: City of Roseville

Project: Roseville Utility Exploration Center

Date: 9/9/2022

Area: General (Lighting Fixture Cutsheets)

SPEQ-M

Medium Cylinder Track Head



SPEQ Medium Cylinder Track Head

PROJECT:

TYPE:

Ordering Information

SPEQ-M-A17	21	WT	TEK	120	SP	40	LE/TE	
1	2	3	4	5	6	7	8	9

1 Model
SPEQ-M-A17*

2 Wattage
18 (VNSP only)
21
26

3 Finish
WT - white texture
BT - black texture
ST - silver texture
Other finishes, consult factory

4 Mounting
TN1 - Global 1cir/H-Style, 120V
TEK - Global 2cir/2neut, 120V
TN3 - Global 3cir, 120V
TN2 - Global 2cir/2neut, 277V
CT - J-Style, 120V
LOL - L-Style, 120V
B* - busway, 120V/277V
C - canopy, 120V/277V
CCL2-SCP - C-clamp, black, with straight cord**, 6'
CCL2-CCP - C-clamp, black, with coil cord**, 5'
Notes: *Black busway adapter used for ST finish
**Black cord used for BT & ST finish,
White cord used for WT finish

5 Voltage
120
277 (not available for 18W) (not available with LE/TE dimming driver)

6 Beam Spreads
VNSP - very narrow spot 8° (18W only)
SP - spot 15°
VNF - very narrow flood 18°
NF - narrow flood 23°
FL - flood 34°
WF - wide flood 44°
LS - linear spread lens, 60° x 10° (reduces # of accessories by 1, if applicable)

7 Color Temp
83 CRI: 90+ CRI:
27 - 2700K-83 229 - 2200K-90+ CRISP - CrispWhite
30 - 3000K-83 279 - 2700K-90+ (not available for
35 - 3500K-83 309 - 3000K-90+ VNSP)
40 - 4000K-83 359 - 3500K-90+ 3CLA - 3K Class A
409 - 4000K-90+

8 Driver
SPEQ-M 18W:
LE/TE - TRIAC/ELV dimming 120V only

SPEQ-M 21W & 26W:
LE/TE - TRIAC/ELV dimming, 120V only
ND - non-dimming, 277V only

9 Options/Accessories
(standard front door accepts 2 accessories)
SN - snoot (accepts 2 accessories or cross blade + 1 accessory)
HEX - hexcell louver
SOL - solite beam softening lens
CB - cross blade (requires snoot)



Note: See page 8 for Energy Star approved model numbers.

* The "A" refers to the sequential revision in a year and "xx" refers to the year of update. Updates coincide with improved performance while not changing the overall fixture aesthetic and are reflected in the published performance data. Please contact your Amerlux representative for explanations of changes.

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Client: City of Roseville

Date: 9/9/2022

Project: Roseville Utility Exploration Center

Area: General (Lighting Fixture Cutsheets)

MURRO LED WALL WASH

HORIZONTAL TRACK WALL WASH LED

APPLICATION

Wall wash lighting for retail, commercial & hospitality environments

CONSTRUCTION:

Die-cast heatsink
Extruded driver enclosure
No exposed wiring
Powder coat paint

ELECTRICAL:

Electronic constant current LED driver, 120v input
ELV and Triac dimming standard, 120v
See following pages for more information.

This product complies with IEEE C62.41 for surge endurance up to 2.5KV. Amerlux® recommends using additional surge protection with this unit (supplied by others), surge damage is not covered by warranty.

OPTICS:

0-180° tilt, 180° rotation
Wall wash beam spread
LED:

Color Temp Options: 2700K, 3000K, 3500K, 4000K

CRI: 83 typ. (2700K, 3000K, 3500K, 4000K)

90+ typ. (2700K, 3000K)

CrispWhite LED available

R9 Values: 11 (83CRI), 55 (90+CRI)

Binning: 3 MacAdam

Lumen Maintenance: >70% of initial lumens @ 50,000 hrs

Lumen Output: 19w 2114 lm, 111.3 lpw

31w 3203 lm, 102.7 lpw

MOUNTING:

Single circuit track

Note: Ceiling mounted track only

LABELING:



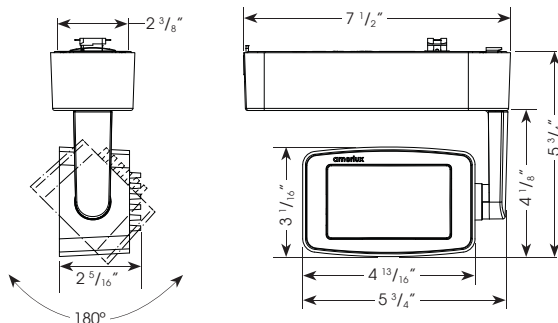
Dry location

MURH
LED



PROJECT:

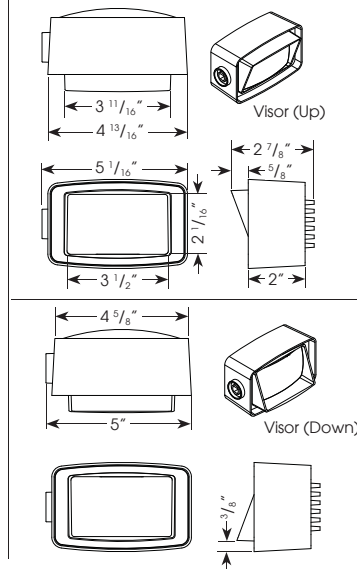
TYPE:



ELECTRICAL

Electronic driver

	19w		31w	
	System	Watts	System	Watts
120v	19	0.16	31	0.26



Title 24
Compliant

5 year limited
warranty
AMERLUX LED
(see website for details)

ORDERING INFORMATION:

Model	Wattage	Lamp Type	Finish	Mounting	Voltage	Beam Spread	Color Temp (CCT-CRI)	Options
MURH	19 31	LED	WT - white texture BT - black texture ST - silver texture - (other RAL)	TS1 - Global GES 1cir/H-Style, 120v TL1 - L-Style TJ1 - J-Style	120	WW - wall wash	27 - 2700K-83 30 - 3000K-83 35 - 3500K-83 40 - 4000K-83 279 - 2700K-90+ 309 - 3000K-90+ CRISP - CrispWhite	VISU - visor up VISD - visor down

Example: MURH-31-LED-WT-TS1-120-WW-30

Cat #: **MURH-31-LED-WT-TEK-120-WW-40-LE/TE**

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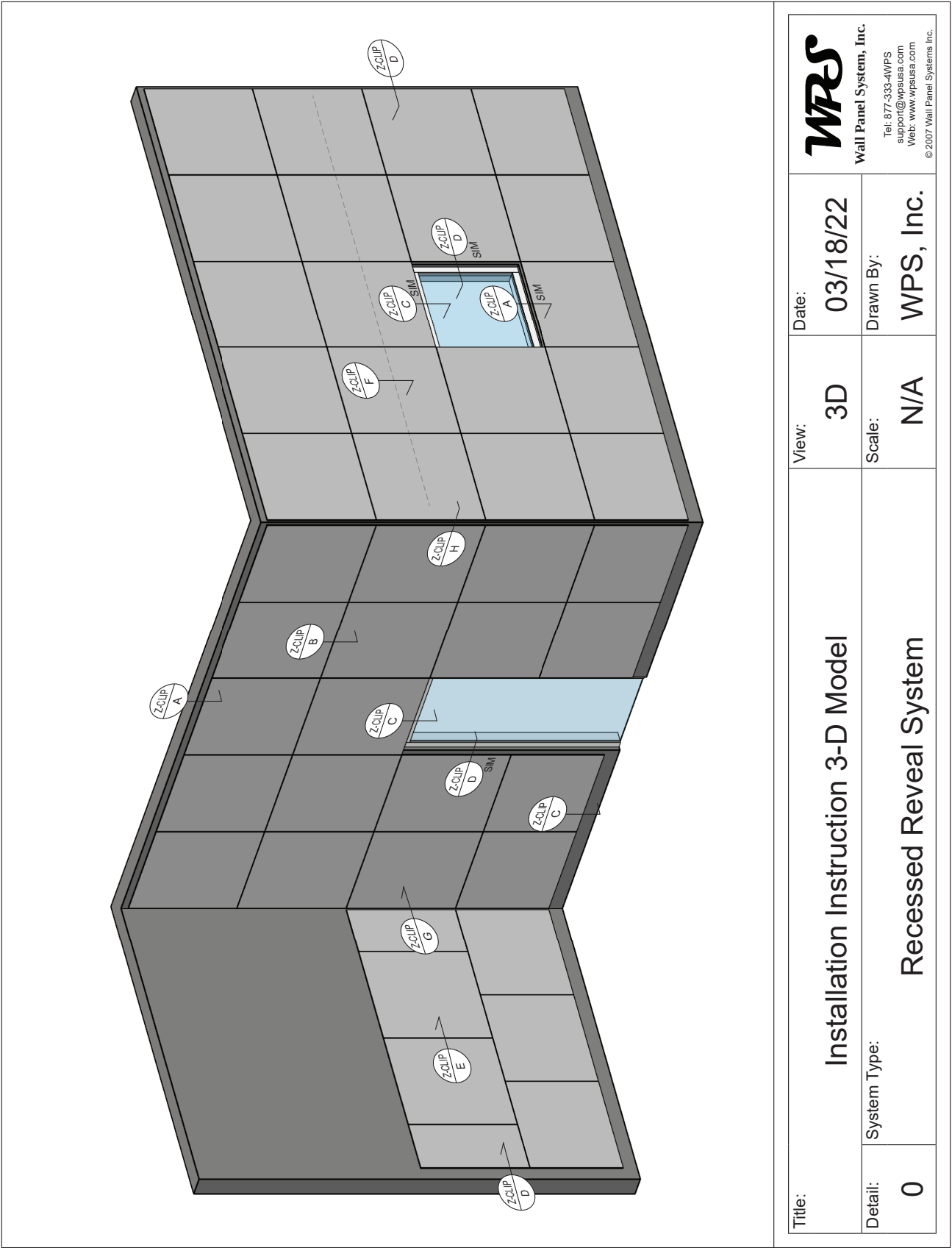


Client: City of Roseville

Date: 9/9/2022

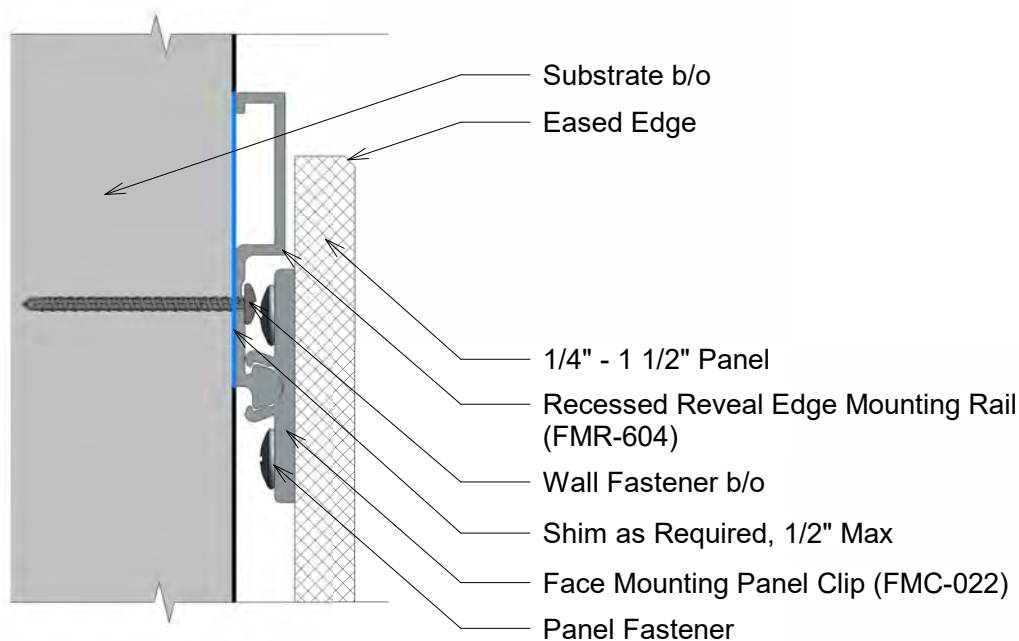
Project: Roseville Utility Exploration Center

Area: General (Lighting Fixture Cutsheets)

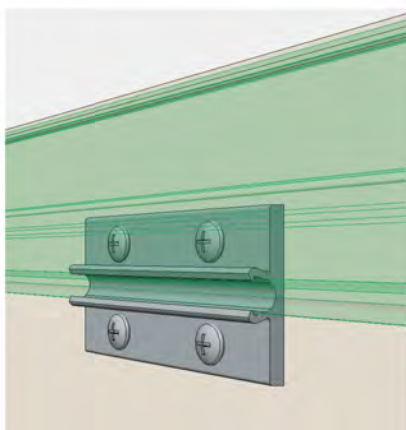


Client: City of Roseville **Date:** 9/9/2022
Project: Roseville Utility Exploration Center **Area:** General (Graphic Wall System)

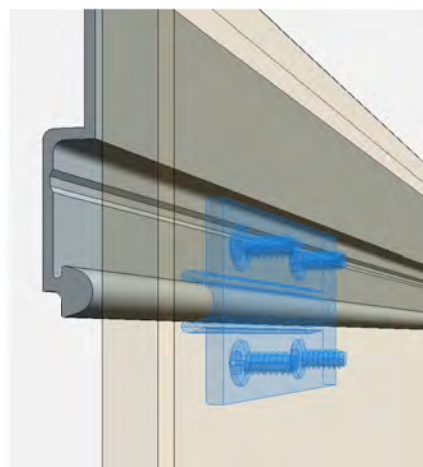
RRS can be utilized with, Glass, Fiber Glass, Laminate, Porcelain, Phenolic and Wood Panels



① Section A
12\" = 1'-0"



② FMC-022 (A)
Face Mounting Panel Clip



③ FMR-604 (A)
Recessed Reveal Edge Mounting Rail

Glass 1/4\" - 1/2"
Fiber Glass 1/2"
Laminate 3/4\" - 1 1/2"
Porcelain 3/4"
Phenolic 5/16\" - 1/2"

Title: Top Edge at Ceiling		View: Section	Date: 03/18/22	 Wall Panel Systems, Inc. Tel: 877-333-4WPS support@wpsusa.com Web: www.wpsusa.com © 2010 Wall Panel Systems Inc.
Detail :	System Type: Recessed Reveal	Scale: Full	Draw By: WPS, Inc.	
A				

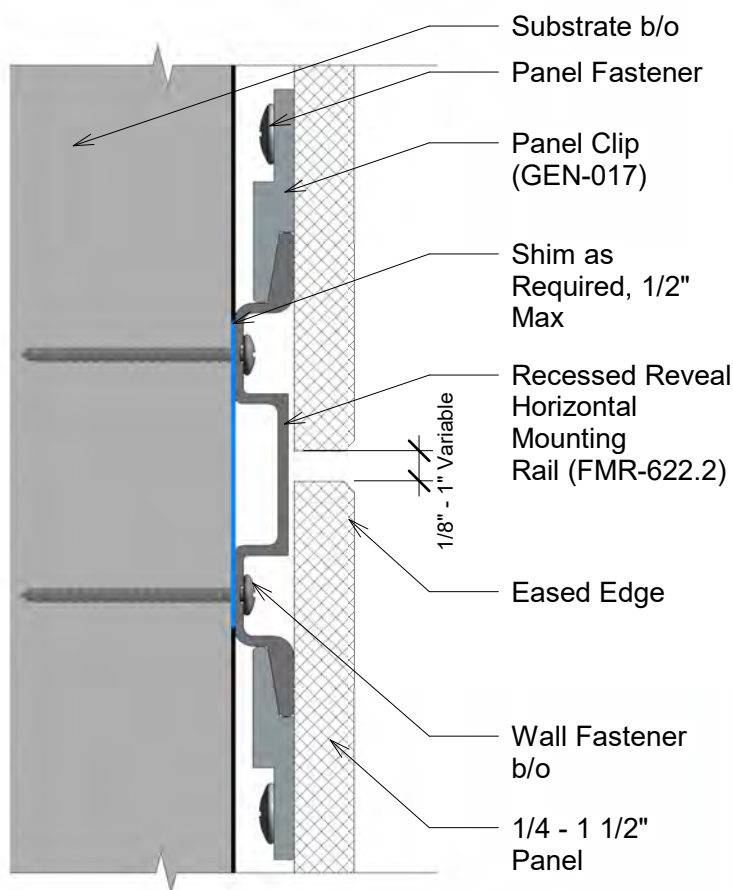
Client: City of Roseville

Date: 9/9/2022

Project: Roseville Utility Exploration Center

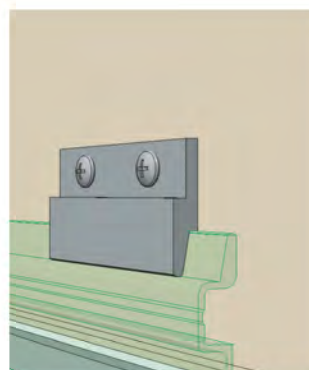
Area: General (Graphic Wall System)

RRS can be utilized with, Glass, Fiber Glass, Laminate, Porcelain, Phenolic and Wood Panels

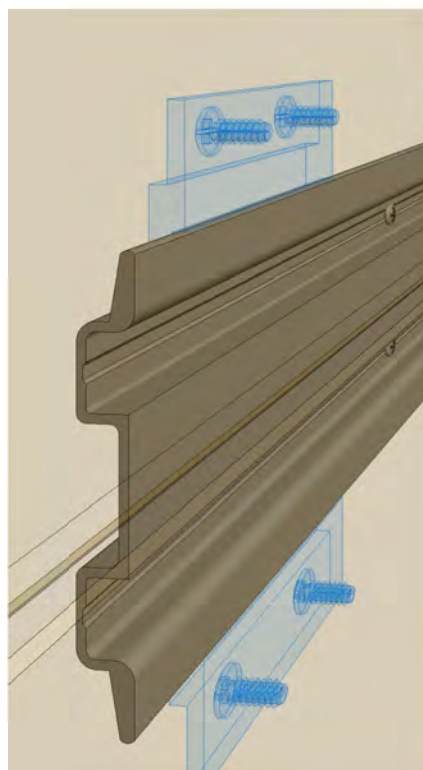


① Section B
12" = 1'-0"

Glass	1/4" - 1/2"
Fiber Glass	1/2"
Laminate	3/4" - 1 1/2"
Porcelain	3/4"
Phenolic	5/16" - 1/2"



② GED-017 (B)
Face Mounting Panel Clip



③ FMR-622.2 (B)
Horizontal Mounting Rail

Title: Horizontal Joint		View: Section	Date: 03/18/22	 WPS Wall Panel Systems, Inc. Tel: 877-333-4WPS support@wpsusa.com Web: www.wpsusa.com © 2010 Wall Panel Systems Inc.
Detail: B	System Type: Recessed Reveal	Scale: Full	Draw By: WPS, Inc.	

Client: City of Roseville

Date: 9/9/2022

Project: Roseville Utility Exploration Center

Area: General (Graphic Wall System)

Beltrac® Wall Mounts

Instant barriers that ensure safety anywhere, anytime.

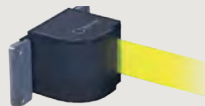


	BELTRAC® WALL MOUNT 3010	BELTRAC® MAGNETIC WALL MOUNT 3010MG	BELTRAC® WALL MOUNT 3013	BELTRAC® MAGNETIC WALL MOUNT 41300MG
Mounting Plate Dimensions	2" wide x 3" tall	2½" wide x 2½" tall	2" wide x 3" tall	2½" wide x 2½" tall
Available Finishes	Anodized: Satin, Gold, Chrome; Wrinkle Black, Wrinkle Charcoal or Lido-tone®	Anodized: Satin, Gold; Chrome; Wrinkle Black; Lido-tone®	Satin Anodized, Wrinkle Black or Lido-Tone®	Satin Anodized, Wrinkle Black or Lido-Tone®
Belt Color	All, plus standard messages	All, plus standard messages	All, plus standard messages	All, plus standard messages
Belt Length	10 feet	10 feet	15 feet	15 feet
Slow Retracting Belt	Standard	Standard	Standard	Standard
Magnetic Belt End	Available	Available	Available	Available



	BELTRAC® RECESSED WALL UNITS: 3012, 3013	BELTRAC® COUNTER MOUNT 50-41300WB/CM
Mounting Plate Dimensions	4" wide x 5" tall	4½" wide x 4½" deep
Available Finishes	Satin Aluminum	Wrinkle Black
Belt Color	BZ - Bronze	Flourescent Yellow plus standard messages
Belt Length	10 feet, 15 feet	10 feet
Slow Retracting Belt	Standard	Standard
Magnetic Belt End	Available	Not Available

Related Products:



Trailer Mount (shown with
Wall Mount, not included).
40-915TM/SET



Slim Grip Connector
50-GCA500/MB



Wall Receptacle
50-3011



27810 Avenue Hopkins | Valencia, CA 91355
877.ASK.LAVI | 877.275.5284 | 661.257.7800
sales@lavi.com | www.lavi.com

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SPEC-PG-0117-0818

Client: City of Roseville

Date: 9/9/2022

Project: Roseville Utility Exploration Center

Area: Visitor Services (VS)

Rev-A-Lock Cabinet Security



Introducing the revolutionary peace of mind accessory for any parent or grandparent, the Rev-A-Lock. This security device is one-of-a-kind with powerful magnetic locks. The lock assembly can attach to wood, glass, metal, and particleboard cabinets for a guaranteed safeguard from curious little hands. To open the cabinet, simply hold the magnetic key against the cabinet door to disengage the lock. The RL Series also features an unlocking device that allows a disabling of the lock so cabinets can be opened without the key.

Series Name: **RAL-101-1**

Short Description: **Rev-A-Lock Cabinet Security System Starter Set**

Width (min to max): **1 7/32"**

Depth (min to max): **1 5/8"**

Height (min to max): **1 13/32"**

Door Mountable: **Required, Included**

Installation Type: **Door/Wall Mount**

Mount Type: **Cabinet door**

TSCA Title VI: **No**

Order Increment: **1**

California Residents:



WARNING: Cancer and Reproductive Harm

www.P65Warnings.ca.gov

Client: City of Roseville

Date: 9/9/2022

Project: Roseville Utility Exploration Center

Area: Visitor Services (VS)

LumiSheet[™]

LED Light Panel

CUSTOMIZABLE

- // Any size or shape up to 59" x 118" (1.5m x 3m)
- // Can be used in "frameless" designs
- // Multiple color temperatures, Tunable White, & RGB options available

BRIGHT & EVEN ILLUMINATION

- // 3D V-Cutting technology
- // High brightness (2,000 - 10,000 LUX)
- // Superior consistent light quality

LONG LIFESPAN

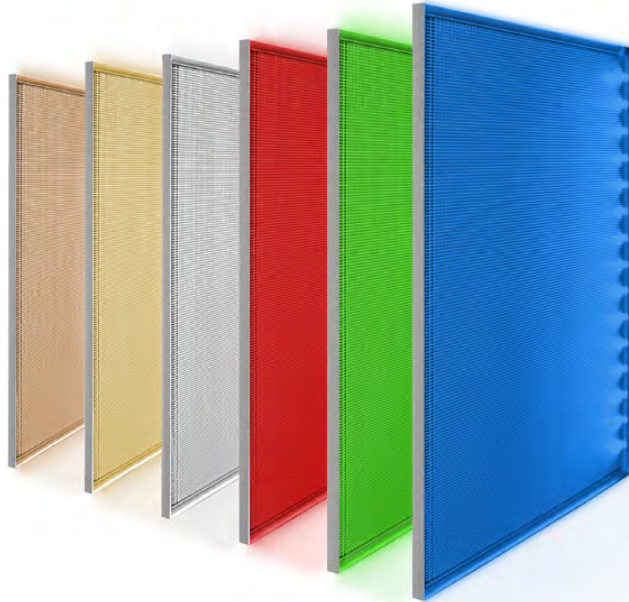
- // Patented heat sink technology to maximize LED lifespan (70,000 hours)

ENERGY EFFICIENT

- // Low power consumption (70% less than fluorescent)
- // Energy saving and maintenance free

WARRANTY

- // Advanced 3-year warranty



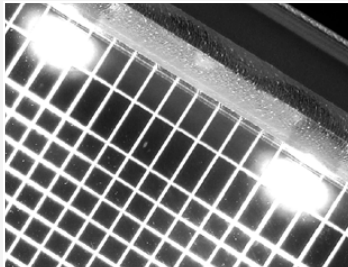
PERFECT BACKLIGHTING SOLUTION

LumiSheet[™] is designed to emit a bright, even output of light across the entire surface of the panel. Unlike traditional light panels, which have the light source mounted on the exterior of the Light Guide Plate (LGP), LumiSheet[™] integrates high brightness LEDs and the heat sink into our exclusive 3D V-cut LGP which makes it possible to produce "frameless", rectangular or special shaped LED light panels for various application needs.

Choose between multiple color temperatures, Tunable White, and RGB LEDs to fit the needs of your application.

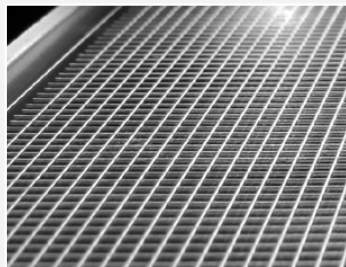
Integrated High Quality LEDs

LumiSheet[™] integrates high quality 12V, constant voltage LEDs into the perimeter of the LumiSheet[™] panel without the use of rigid frame materials. This process allows the LEDs to conform to almost any shape.



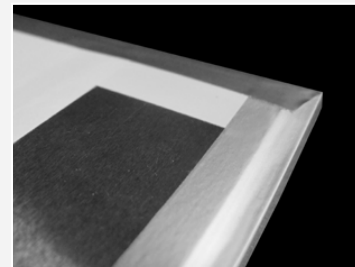
3D V-Groove Light Guide Plate (LGP)

LumiSheet[™] utilizes crystal clear acrylic combined with a patented 3D V-groove etched grid pattern that provides even illumination to almost any shape imaginable.



Integrated Thermal Management

All LEDs create heat which is detrimental to their life span. LumiSheet[™] implements a patented technology which integrates the heat sink into the LGP that is easily conformable, allowing for customizable shapes.



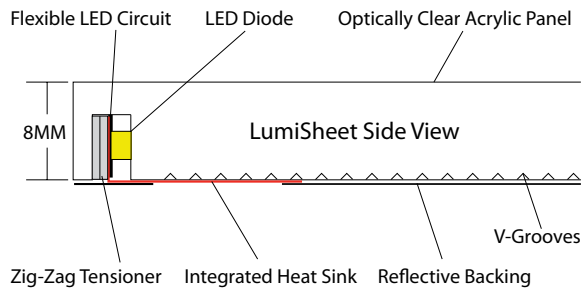
Client: City of Roseville

Date: 9/9/2022

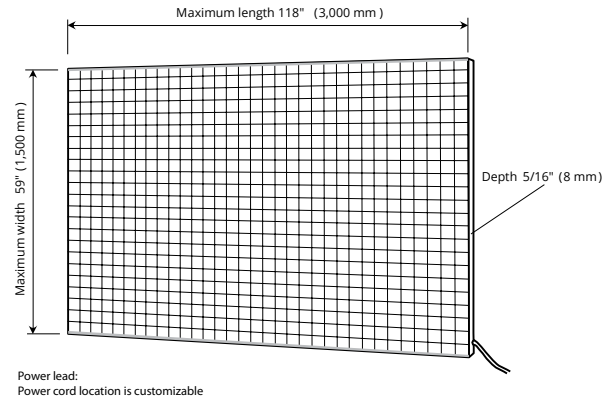
Project: Roseville Utility Exploration Center

Area: Welcome & Orientation (WO)

PROFILE OF LUMISHEET™



FRONT VIEW



SPECIFICATIONS

ATTENTION! PLEASE REVIEW THE PRODUCT HANDLING, INSTALLATION & INTEGRATION ADVISORY ON PAGE 8

ELECTRICAL								
Input Voltage	12 Volt DC - Constant Voltage (24 Volt DC - Check Availability)							
Power Consumption	4.0 Watts / ft (single color LEDs)			5.0 Watts / ft (Tunable White LEDs)			5.0 Watts / ft (RGB LEDs)	
Wire Size	20 AWG 2 wire (Standard LEDs)			20 AWG 3 wire (Tunable White LEDs)			22 AWG 4 wire (RGB LEDs)	
Wiring	Each panel must have direct connection to power supply. Do not wire panels in series.							
Wire Length	Standard 5' (1500mm) & 10' (3000mm). Custom options available up to 20' (6000mm)							
Connector	2.1/5.5mm barrel plug [White Stripe / Center Pin +] (Standard White LEDs)		3-pin molex / bare wires [White - Power, Grey - Warm White, Black - Cool White] (Tunable White LEDs)		No connector (RGB LEDs)		Custom connection types available	
Certifications	UL Listed & UL Recognized, MRI Compliant – no ferrous metals							
PHYSICAL								
**Color Temperature	~2700K 	~3000K 	~3500K 	~4100K 	~5300K 	~6300K 	*Tunable White (TW) 2700K-6500K 	†Color Adjustable (RGB) 
CRI	80+ CRI (90+ CRI available on custom 12V DC orders in 3000K, 3500K, 4100K, or 5300K only)							
Mounting Examples	Wall mounted with screws, Z-clips, U-channel, mirror clips or standoffs							
Operating Temperature	-30 °C (-22 °F) ~ +40 °C (+104 °F)							
Environment	Dry location only (Standard)							
Thickness	8MM (Standard), other thicknesses available depending on the application							
Minimum Size	2" W x 2" L x 5/16" D (50mm x 50mm x 8mm)							
Maximum Size	59" W x 118" L x 5/16" D (1499mm x 2997mm x 8mm)							
Weight	1.95 lbs/sq. ft. (8mm LGP)					9.54 kg/sq. M (8mm LGP)		
POWER & CONTROLS								
Compatible with full range (100 - 0%), flicker-free power and control components. Please contact Evo-Lite for optimal solutions to fit your requirements.								

* Tunable White CCT LED Control: Our Tunable White LEDs utilize separate warm and cool white channels for color mixing. 3rd party controls must account for proportional balancing/mixing of the two channels. Example: 2700K (Warm White) = 2700K 100% ON & 6500K (Ultra White) OFF, Balancing/Mixing of both = 2700K 50% ON & 6500K 50% ON, 6500K = 2700K OFF & 6500K 100% ON. Both channels cannot be allowed to operate at 100% simultaneously as the LED are not engineered to handle such high current.

** LED Kelvin temperatures listed in this literature have been derived from raw LED data. Actual Kelvin ratings can vary +/- 200K based upon environmental conditions including but not limited to inclusion into LGPs and the use of diffusion materials. A precise ANSI bin control system is utilized to help maintain LED conformity and to minimize variances.

† RGB + W is available upon request. Static red, green, and blue color options also available.

Client: City of Roseville

Date: 9/9/2022

Project: Roseville Utility Exploration Center

Area: Welcome & Orientation (WO)

Product data sheet

Specifications

SQUARE D

Green Premium™



30mm Push Button, Types K or SK,
push pull mushroom cap, red

9001R22

Product availability : Stock - Normally stocked in distribution facility

Price* : 9.90 USD

Main

Range of Product	Harmony 9001K Harmony 9001SK
Product or Component Type	Mushroom button
Accessory / Separate Part Type	Mushroom knob
Accessory / separate part category	Spare parts
Accessory / separate part destination	Illuminated push-button

Complementary

Diameter	1.61 in (41 mm)
Mounting diameter	1.18 in (30 mm)
Cap/Operator or lens colour	Red
Net Weight	0.01 lb(US) (0.005 kg)

Ordering and shipping details

Category	21433-9001 ACCESS FOR K,KX,SK
Discount Schedule	CS1
GTIN	3389118038714
Nbr. of units in pkg.	1
Package weight(Lbs)	0.64 oz (18.144 g)
Returnability	Yes
Country of origin	MX

Packing Units

Unit Type of Package 1	PCE
Package 1 Height	2.80 in (7.112 cm)
Package 1 width	2.30 in (5.842 cm)
Package 1 Length	2.10 in (5.334 cm)

* Price is "List Price" and may be subject to a trade discount – check with your local distributor or retailer for actual price.

A BROWN COMPANY Schneider Electric

Disclaimer: This documentation is not intended as a substitute for and is not to be used for determining suitability or reliability of these products for specific user applications

Client: City of Roseville

Date: 9/9/2022

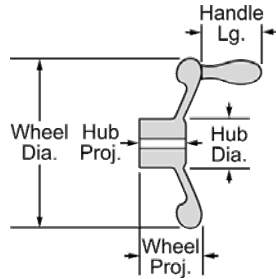
Project: Roseville Utility Exploration Center

Area: Waste Services (WS)

Aluminum Unthreaded Through-Hole Spoked Hand Wheel

Dished Wheel with Revolving Handle, 12" Diameter

\$111.34 Each
6022K44



Dished Wheel with Handle

Hand Wheel Type	Wheel with Handle
Handle/Knob Type	Revolving
Mount Type	Unthreaded Through Hole
Wheel Construction	Spoked
Number of Spokes	3
Hand Wheel Style	Dished
Material	Aluminum
Appearance	Dull with Polished Rim
Wheel Diameter	12"
Wheel Projection	3 1/4"
Hub Diameter	2 1/2"
Hub Projection	2 1/4"
Hub Material	Aluminum
Hole Shape	Round
Hole Diameter	3/4"
Handle Length	4 1/8"
Handle Material	Aluminum
Handle Appearance	Polished
Set Screw Included	No
RoHS	RoHS 3 (2015/863/EU) Compliant
REACH	REACH (EC 1907/2006) (06/10/2022, 224 SVHC) Compliant
DFARS	Specialty Metals COTS-Exempt
Country of Origin	United States
USMCA Qualifying	No
Schedule B	848790.0080
ECCN	EAR99

Client: City of Roseville

Date: 9/9/2022

Project: Roseville Utility Exploration Center

Area: Water (WA)

For the latest product updates, specifications, troubleshooting, product handling, installation, and integration advisories, visit www.evo-lite.com.



ELECTRICAL

Input Voltage	24 Volt DC - Constant Voltage
Power Consumption	11 W per sheet (8.65 W/ft ² ; 93.1 W/m ²); 0.026 watts per LED
Wires	20 AWG 2 wire (Grey Stripe wire (positive +), White wire (signal -))
Connector	Twelve integrated 2-pin connection blocks
Certification	UL Listed (E495221), CE Compliant (EMC and LVD), RoHS Certified, IP65

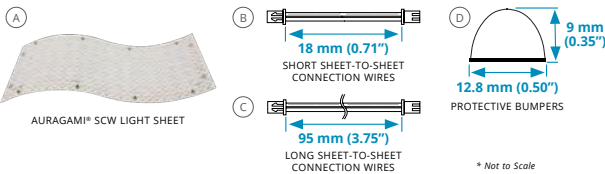
PHYSICAL

Color Temperature	2700K, 3000K, 3500K, 4100K, 5300K Contact Evo-Lite for custom color temperatures
CRI	92+ for 2700K, 95+ for 3000K, 3500K, 4100K, 5300K
Light Output	1100 lumens per sheet
Mounting	Screws can be used within circles marked on the sheet. Use mechanical fasteners when mounted vertically or suspended. 3M adhesive backing is a supplementary method.
Operating Temp.	-22° F ~ +158° F (-30° C ~ +70° C)
Environment	Wet location (IP65 rated)
Coverage	1.27 ft ² (0.118 m ²) per sheet / up to 10.18 ft ² (0.94 m ²) per Class 2 guidelines
Cut/Fold Line Spacing	0.66" (16.767 mm) short axis / 0.661" (16.786 mm) long axis
Single Sheet Size	19.800" x 9.252" (503.5 mm x 235 mm)
Weight	5.0 oz (141 g) per sheet
Customization Options Available	Pre-cut, pre-mounted, specific color temperatures, IP rating, sheet sizes and/or connector placement. Contact Evo-Lite with customization requests.

***NEVER CUT AURAGAMI LIGHT SHEET(S) WHILE POWERED.**

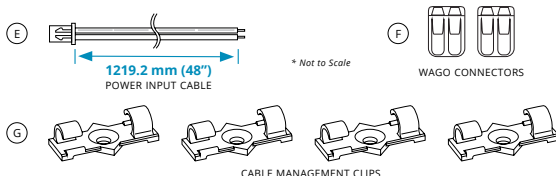
PACKING

Each Auragami® Light Sheet has a full 3M® adhesive backing, long and short sheet-to-sheet connection wires, and protective bumpers with silicone adhesive backing. Light sheets are sold as single sheets, boxes of four, and cartons of 40.



POWER INPUT KIT, SKU: AG1-24-SCW-PIK (SOLD SEPARATELY)

Power Inputs Kits (PIK) are required for easy connection of up to 8 sheets combined to a low voltage power source (sold separately).



FEATURES

Field Customizable	Maintains UL Listing when cut*
Full Integration Support	Included
Unique Power Distribution Grid	Groups or single LEDs can be cut* from any part of the Light Sheet
Flexible/Foldable PCB	Polyimide film substrate
Consistent Light Quality	Tight ANSI bin control LEDs
LED Quantity/Density	420 SMD type 2835 LEDs per sheet 332 LEDs per ft ² (3572 LEDs per m ²)
Energy Efficiency	100 lumens per watt
Long Lifespan	50,000 + hours
Advanced 5-Year Warranty	Included

POWER & CONTROLS

Compatible with full range (100%-0%), flicker-free power and control components. Quality tested for low end light output consistency across all LEDs. Please contact Evo-Lite for optimal solutions to fit your requirements.

PRODUCT WIRING & CONTROL ADVISORY

- To retain UL Listing, use only with UL Listed or UL Recognized Class 2, LPS or LVLE power supply.
- The Light Sheet's integrated connection blocks have a 4 A capacity. Do not exceed the load capacity of these connection blocks in any configuration.
- To retain Class 2 compliance per UL regulations, do not exceed 96 watts interconnected (88 watts for eight sheets). Best practices include allowing headroom for power supply longevity. Use only with Class 2 power supply.
- To avoid visible brightness variances due to voltage drop, the total distance should not exceed 6.5 feet (2 meters) from the power source input to the farthest end of any interconnected sheet.
- For optimal current flow through the interconnected sheets, connect adjacent Light Sheets with two sheet-to-sheet connection wires on each side.

PART	LIGHT SHEET DESCRIPTION	QTY
A	Auragami® Light Sheet (19.80" x 9.25" / 503.5 mm x 235 mm) with 3M® adhesive backing and 12 integrated connection blocks	1
PART	ACCESSORY PACK (INCLUDED: AG1-24-SCW-AP)	QTY
B	20 AWG short sheet-to-sheet connection wires 0.71" (18 mm)	2
C	20 AWG long sheet-to-sheet connection wires 3.75" (95 mm)	2
D	Protective bumpers with silicone adhesive backing	8
PART	POWER INPUT KIT (SOLD SEPARATELY: AG1-24-SCW-PIK)	QTY
E	20 AWG 2-conductor power input cable, 48" (1219.2 mm)	1
F	Wago same polarity, two port splicing connectors	2
G	Cable management clips with silicone adhesive backing	4

Client: City of Roseville

Date: 9/9/2022

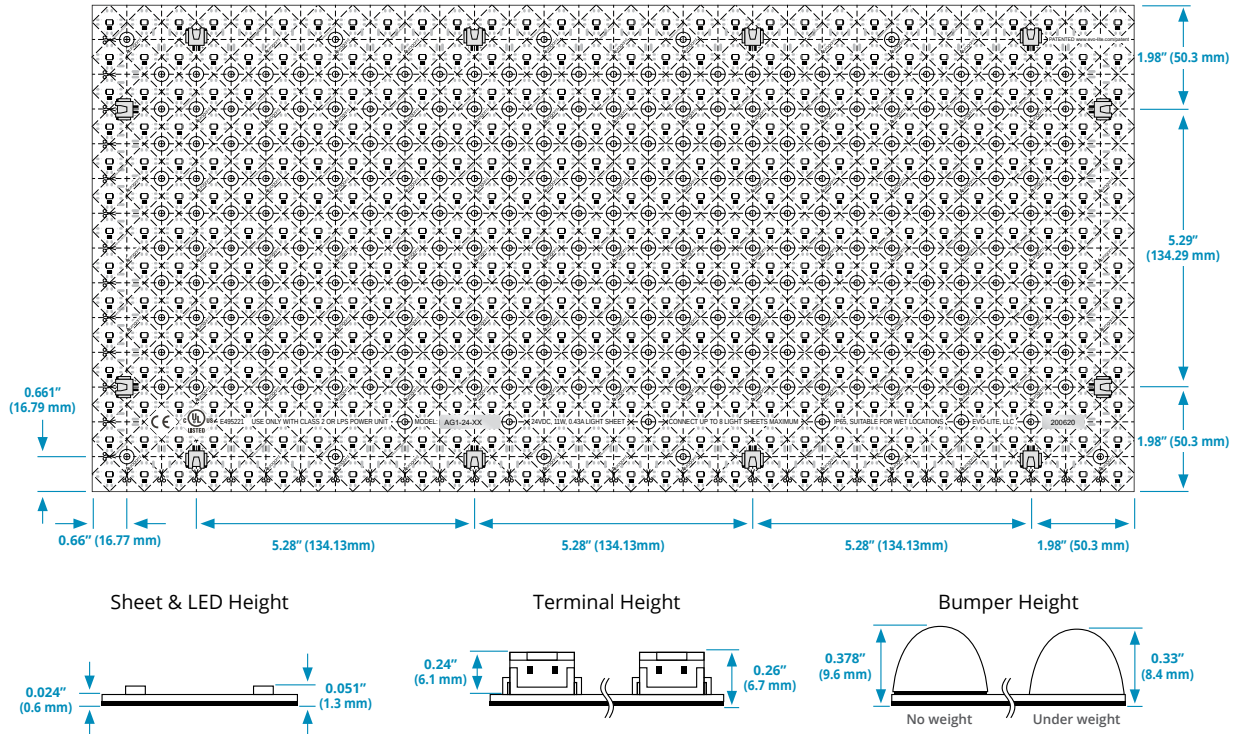
Project: Roseville Utility Exploration Center

Area: Water (WA)

MEASUREMENTS & CONNECTOR LOCATIONS

SINGLE COLOR WHITE LIGHT SHEET

Overall Sheet Size: 19.800" x 9.252" (503.5 mm x 235 mm). Not to scale.



SPECIFYING AURAGAMI

SINGLE COLOR WHITE (SCW)

ITEM NUMBER	DESCRIPTION
AG1-24-27	2700K
AG1-24-30	3000K
AG1-24-35	3500K
AG1-24-41	4100K
AG1-24-53	5300K

OTHER AVAILABLE OPTIONS

TUNABLE WHITE (TW)

ITEM NUMBER	DESCRIPTION
AG1-24-TW	2700K – 6500K Tunable White

DYNAMIC COLOR (RGBW)

ITEM NUMBER	DESCRIPTION
AG1-24-RGBW	RGB + 5300K White

AURAGAMI CUSTOMIZATION OPTIONS

Evo-Lite can customize the Auragami Light Sheet to meet your exact specifications. Minimum order quantities apply.

CUSTOMIZE:

- Specific color temperatures
- IP Ratings
- LED pitch and placement
- Connector type and placement
- Sheet size and shape
- Pre-cut custom shapes from standard sheets
- Pre-mounted sheets to quick install substrates
- Wattage / energy-efficiency
- Lumens / brightness
- PCB material type – flexible or rigid

Contact Evo-Lite with customization requests



Auragami® is a patented product of Evo-Lite, LLC. For more information please visit www.evo-lite.com/patent



WWW.EVO-LITE.COM • INFO@EVO-LITE.COM • 1-888-887-2980 • ©2021 EVO-LITE, LLC • 6240 W 54TH AVE., ARVADA, CO 80002 • V3-0721

Client: City of Roseville

Date: 9/9/2022

Project: Roseville Utility Exploration Center

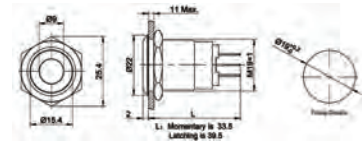
Area: Water (WA)

Low Profile

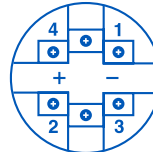


MPI005

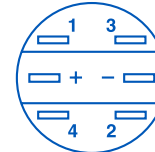
- 22mm bezel diameter
- 19.2mm $\pm$ 0.2mm fixing hole diameter
- S.P.C.O



1, 2 are normally closed (NC)
3, 4 are normally opened (NO)
+, - are lamp terminals, the standard
LED terminals have no difference
of anode and cathode.



Screw Layout



Plug Layout

Specifications	MPI005/Actuator/Terminal/Function/Material/Colour/Voltage
Terminations:	Plug Terminal or Screw Terminal
Switching:	S.P.C.O Momentary Action and Latching
Sealing:	IP65 (Momentary variants can be made to IP67 upon request)
Max. Rating:	5A @ 12VDC or 24 VDC 5A @ 125VAC 3A @ 250 VAC
Contact Resistance:	50mΩ max. @ 1A, 2V
Insulation Resistance:	>1000 MΩ @ 500Vdc
Dielectric Strength:	> 2.0kVac
Operating Temp. Range:	-25°C to +55°C
Operations	
Mechanical:	1,000,000 (min)
Electrical:	50,000 (min)
Rear Nut Fixing Torque:	0.8Nm
Materials	
Mouldings:	Polycarbonate
Tags/Terminations:	Brass, Gold Plated
Switch Body & Button:	Stainless Steel / Aluminium Alloy
Contacts:	Silver
RoHS	Compliant

Terminations:	Plug Terminal or Screw Terminal
Switching:	S.P.C.O Momentary Action and Latching
Sealing:	IP65 (Momentary variants can be made to IP67 upon request)
Max. Rating:	5A @ 12VDC or 24 VDC 5A @ 125VAC 3A @ 250 VAC
Contact Resistance:	50mΩ max. @ 1A, 2V
Insulation Resistance:	>1000 MΩ @ 500Vdc
Dielectric Strength:	> 2.0kVac
Operating Temp. Range:	-25°C to +55°C
Operations	
Mechanical:	1,000,000 (min)
Electrical:	50,000 (min)
Rear Nut Fixing Torque:	0.8Nm
Materials	
Mouldings:	Polycarbonate
Tags/Terminations:	Brass, Gold Plated
Switch Body & Button:	Stainless Steel / Aluminium Alloy
Contacts:	Silver
RoHS	Compliant

Client: City of Roseville

Date: 9/9/2022

Project: Roseville Utility Exploration Center

Area: Water (WA)



MPI / 005 / R / 28 / M / S / BL / 12							
Series	Type	Actuator Type	Terminal	Switching Type	Material	Illumination	Voltage
19mm Metal Push Button	19mm Illuminated AV Switch	D = Dot Illumination R = Ring P = Illuminated Power O = Power Symbol / Ring	28 = 2.8mm Plug Terminal TE = Screw Terminal	M = Momentary L = Latching	S = Stainless Steel A = Black Anodized Aluminum	BL GN RD AM WH Others on request	12 = 12VAC Others Available on request

Examples:

MPI005/D/28/L/S/BL/12 = 19mm Metal Push Button, Dot Illumination, 2.8mm Plug Terminal, Latching, Stainless Steel, Blue, 12 Volt

Note:

Power Symbol / Ring not available in black anodized aluminum

Client: City of Roseville

Date: 9/9/2022

Project: Roseville Utility Exploration Center

Area: Water (WA)



C.R. Laurence Co., Inc.
Connecting the World to Everything Glass

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CRL Recess Mount Glass Door Hinges

CLICK HERE TO VIEW
MORE CHOICES!



[View Larger Image](#)

Catalog Number: GDH86BL
Finish: BLACK

- Precision Machined and Quality Finished Hinge
Designed for 3/16" (5 mm) Glass
- Designed for 3/16" and 1/4" (5 and 6 mm) Glass
- Use Monolithic Tempered Glass

CRL Standard Mount Hinges are mounted in drilled holes in cabinet frame. Set screws secure glass in hinge openings. Includes nylon bushings for drilled holes. Use Cat. No. GDH5J1G Drill Jig with Cat. No. GDH5WDFAB drill bit for quick, easy installation. Hinges are made of steel and the maximum weight per pair is 16 lbs. (7 kg).



CRL Black Recess Mount Glass Door Hinge

Pricing and Ordering Information
SIGN ON HERE

If You Are in a Related Business
and Have Never Purchased
from CRL, **CLICK HERE**

Individuals and Non-Related
Businesses Can Find Out
Where to Purchase

Other Products/Finishes:

CATALOG NUMBER	DESCRIPTION	COLOR
GDH86BL	CRL Black Recess Mount Glass Door Hinge	
GDH86BR	CRL Brass Recess Mount Glass Door Hinge	
GDH86CH	CRL Chrome Recess Mount Glass Door Hinge	

More Details:

Catalog Number: GDH86BL
Also Available in These Catalogs: CRL53R Glass & Glazing Catalog, PAGE [410G](#)
Color: Black
Ship Via: Can Ship UPS
Shipping Weight: 3 oz (91g)
Minimum Order: 1 Pair

Additional Product Information:

CRL's Stereo Cabinet Hardware is specifically designed for the fabrication of cabinets used for electronic components, china or collectibles. All of the hardware is manufactured with precision to ensure a precise fit and years of service. The Hinges and Accessories are available in brass, chrome, and black which adapts to all wood finishes as well as other room décor. Our full line of Stereo Cabinet Accessories will enable you to coordinate the style and color for all your hardware requirements. All components are designed to work with 3/16" (5 mm) tempered glass.

SPECIFICATIONS:
Glass Height: Opening Minus 1/2" (12.7 mm)
Single Door Width: Opening Minus 3/32" (2.4 mm)
Double Door Width: Opening Divided by 2, Minus 5/64" (2 mm). Maximum Door Dimensions 18" (457 mm) W x 39" (991 mm) H.

Important Notes:

The dimensions are merely guidelines that should be satisfactory in most cases. For a very tight fit you should calculate your own dimensions.

Most shipping weights are approximate and have not been verified. If the exact weight is needed in order to determine shipping costs, and shipping costs are required in order for you to complete your order, please request this prior to submitting your order by contacting [CRL Customer Service](#). Product images shown are of the actual product or a close representation. Colors can vary depending on your computer's video card and on how your monitor's color is adjusted.

Related Items:



[GDH5BL](#)
CRL Black
Standard Mount
Glass Door Hinge



[GDH86BR](#)
CRL Brass Recess
Mount Glass Door
Hinge

Client: City of Roseville

Date: 9/9/2022

Project: Roseville Utility Exploration Center

Area: Water (WA)



WAVELIGHT®

MODEL WVL-L – LED WAVELIGHT PROJECTOR

FEATURES:

REALISTIC, CONVINCING, WATER RIPPLE EFFECT

COMPACT, LIGHT WEIGHT, LOW POWER CONSUMPTION, NO LAMP CHANGES

ADJUSTABLE EFFECT SPEED, DMX CONTROL OPTION

EFFECT:

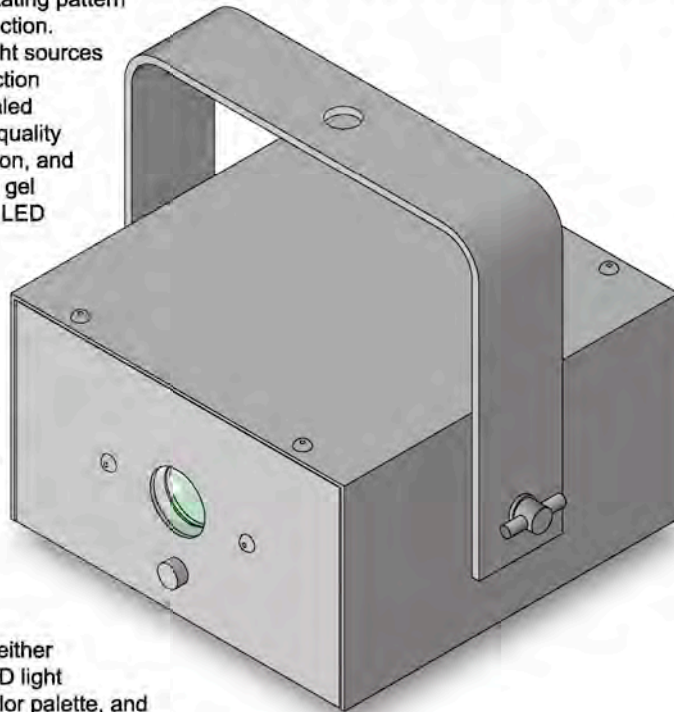
The PPS Wavelight has set the standard for realistic water ripple projection since 1999. Now PPS introduces a Wavelight with the latest high output LED technology. Advanced capabilities include multiple color options and DMX control.

HARDWARE:

Extremely compact (6" x 6" x 3.5") with high optical efficiency , wide beam spread and very low heat output. Operates on low voltage DC. Two rotating pattern wheels. adjustable for speed and direction. Adjustable focus. One or two LED light sources with extremely long lifetimes. Convection cooled with no fan and no noise. Sealed enclosure with no light spill. Highest quality gear motors for long life, smooth motion, and silent operation at all speeds. Built in gel or filter slot. Optional DMX control of LED intensity and effect motor speed.

APPLICATION:

The Wavelight brings the dynamic patterns of rippling water almost anywhere. This fixture creates compelling, realistic, moving pattern projection in places where it hasn't been practical before; in commercial and residential architecture, and themed environments with low ceilings and short throws. The small size, very low thermal output, silent operation, high optical efficiency, and wide pattern spread allow unobtrusive application either individually, or in arrays. Long life LED light sources now extend the Wavelight color palette, and eliminate lamp replacement, allowing even more flexible application. The available DMX control option can bring new realms of dynamic effect creation to almost any space.



MADE IN THE USA U.S. Patent 5,902,032
© 2007, Precision Projection Systems, Inc. All rights reserved.
The PPS logo is a trademark of Precision Projection Systems, Inc.
Specifications subject to change without notice.
WVL-L-001 Rev 0

PRECISION PROJECTION SYSTEMS, INCORPORATED
17508 STUDEBAKER ROAD, CERRITOS, CA 90703
562 865-8552 TELEPHONE 562 924-7133 FAX
WEBSITE: www.ppsfx.com EMAIL: info@ppsfx.com

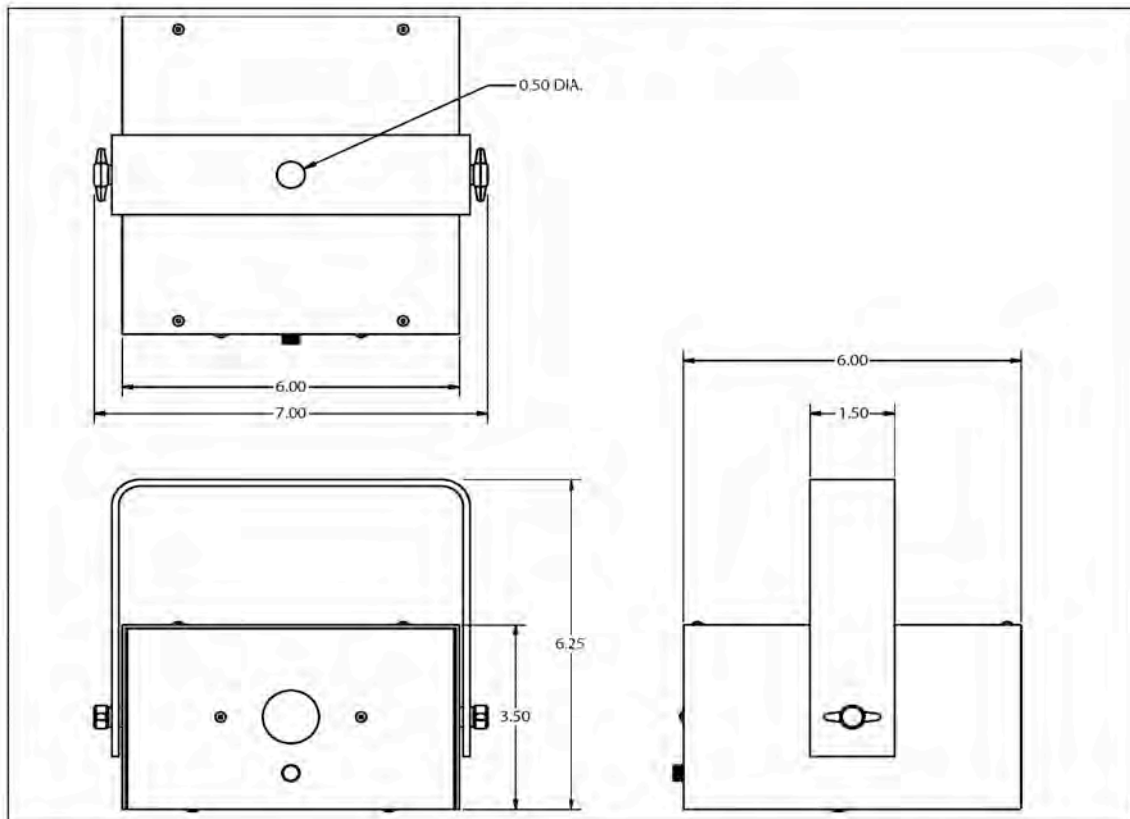
Client: City of Roseville

Date: 9/9/2022

Project: Roseville Utility Exploration Center

Area: Water (WA)

SPECIFICATIONS

**MECHANICAL**

Housing: .060" Aluminum
 Finish: Black Anodized or White Powder Coat
 Yoke: 1.50" x .125" Aluminum
 .5" Dia. Mounting Hole
 Weight: Lamphousing 2 lbs (920 g)
 Transformer 0.4 lbs. (180 g)

OPTICAL

Emitters: 1 in any color, Optional: 2 in combinations (except white),
 Lamp: Single Emitter – 3 or 5 watt Luxeon®
 Dual Emitter – 3 or 5 watt Luxeon®
 Colors: White, Red, Amber, Green, Cyan, or Blue
 Effect: Internal Gel/Filter Slot
 Adjustable Focus
 Adjustable Motor Speed and Direction

ELECTRICAL

Input Voltage: 9 Volts DC at 1.3 Amperes
 (Unit is supplied with a UL Class II
 Transformer: Input 90-240 Volts AC,
 50/60 Hz. 15 Watt)
 Controls: Motor speed and direction, LED intensity
 Optional DMX: Motor Speed, LED Intensity
 manual operation when DMX is disabled

OPTIONS AND ACCESSORIES

C-Clamp
 External Gel/Filter Mount

**PRECISION PROJECTION SYSTEMS, INCORPORATED**

17308 STUDEBAKER ROAD, CERRITOS, CA 90703

562 865-8552 TELEPHONE 562 924-7133 FAX

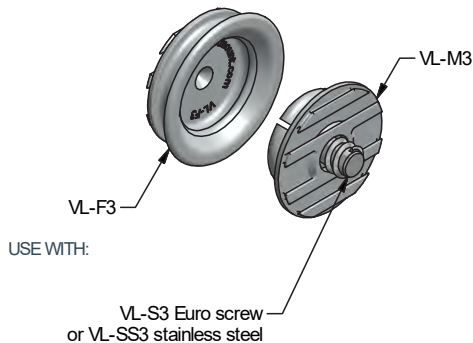
WEBSITE: www.ppsfx.com EMAIL: info@ppsfx.com**Client:** City of Roseville**Date:** 9/9/2022**Project:** Roseville Utility Exploration Center**Area:** Water (WA)

VL-03 Very Low Profile clip set VL F3+M3+S3

INDUSTRY FIT:    

SPECIFICATION:

VERY LOW PROFILE RANGE



The Fastmount™ multi-award winning system has revolutionized the mounting of panels. Panels can easily be removed and refitted in any sequence time after time.

The VL-03 is ideal for mounting ceiling and wall panels in areas with minimal frame and panel thickness. The VL-03 clip set uses the patent pending super-groove system to mechanically engage into adhesive. Screw or adhesive combinations can be used.

BENEFITS

- Self-aligning secure mounting (min. 5kg per clip)
- Installation requires no special tools or skilled labour
- Uses a range of adhesives to suit the customer
- Fast installation
- Clip lead in for easy fitting
- Can be screw fixed with lateral adjustment

APPLICATIONS

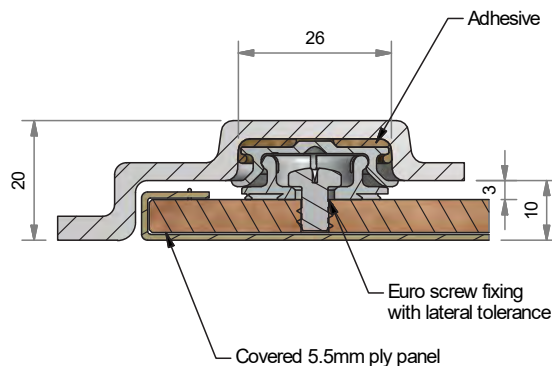
- Mounting 6mm plywood panels with minimal clearance
- Inspection panels
- Soft or honeycomb cored panels with thin facings
- Mounting panels where no drilling is preferred

MATERIAL: Grey acetal copolymer

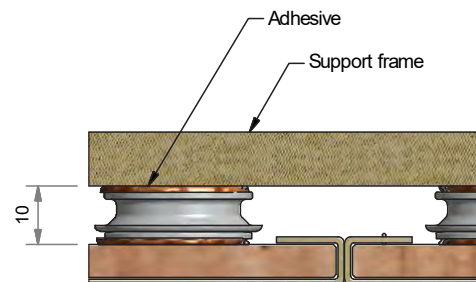
MORE INFO: Installation Guide IG VL-03, Setout Guide TD-02

INSTALLATION: Partially exploded section through showing typical installation method

Section through showing
Flush Installation into F/Glass Liner



Section through showing
Surface mounted adhesive installation



18101 Savarona Way Carson, CA 90746
P. (310) 329-6373 F. (310) 329-0819 sales@sugatsune.com
www.sugatsune.com

Client: City of Roseville

Date: 9/9/2022

Project: Roseville Utility Exploration Center

Area: Utilities in the Home (UH)



BBO₂ table & chair

Random selection
of indicated colors.



kids play table & cricket chair



black: color code BL



cloud: color code CW



leaf: color code LG



apple: color code AR



driftwood: color code DW



navy blue: color code NB

charcoal: color code CG

also available:
kids lounge
seating



collection:
kids
material:
100% recycled
HDPE



shipped knocked down
some assembly required



sky: color code SB



sunset: color code OR





kids cricket chair

SKU: KD-C-(color code)

dimensions:

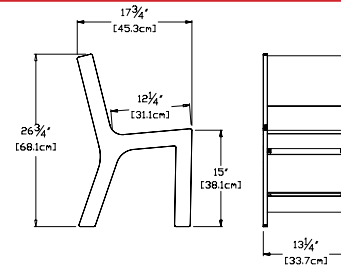
width: 13.25" (33.7cm)
depth: 17.75" (45.3cm)
height: 26.75" (68.1cm)

weight:

9 lbs (4.1kg)



72
reclaimed
milk jugs



shipping dimensions: 28" x 4" x 24"
shipping weight: 14 lbs (6.4kg)



kids play table

SKU: KD-PT-(color code)

dimensions:

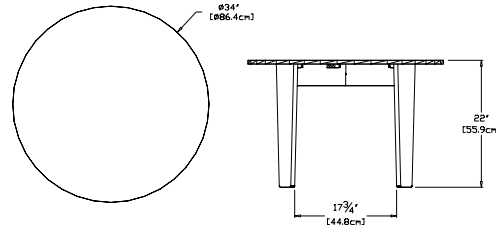
width: 34" (86.4cm)
depth: 34" (86.4cm)
height: 22" (55.9cm)

weight:

39 lbs (17.7kg)



312
reclaimed
milk jugs



shipping dimensions: 37" x 4" x 30"
shipping weight: 44 lbs (20.0kg)



BBO₂ chair

SKU: KD-BBO2C-(color code)

dimensions:

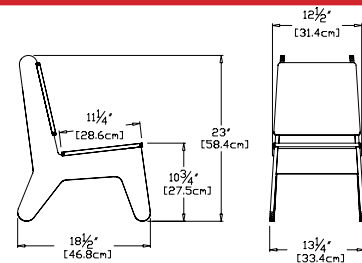
width: 13.25" (33.4cm)
depth: 18.5" (46.8cm)
height: 23" (58.4cm)

weight:

11 lbs (5.0kg)



88
reclaimed
milk jugs



shipping dimensions: 24" x 18" x 4"
shipping weight: 14 lbs (6.4kg)



BBO₂ table

SKU: KD-BBO2T-(color code)

dimensions:

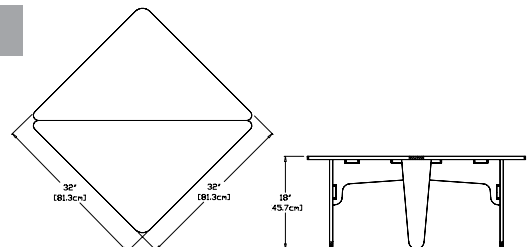
width: 32" (81.3cm)
depth: 32" (81.3cm)
height: 18" (45.7cm)

weight:

35 lbs (15.9kg)



280
reclaimed
milk jugs



shipping dimensions: 24" x 4" x 48"
shipping weight: 45 lbs (20.4kg)





COUNCIL COMMUNICATION

CC #: 2580
File #: 0203-07

Title: Electric Generation Vapor Compressor – Sole Source Purchase Order
Contact: Matt Garner 916-746-1691 mgarner@roseville.ca.us

Meeting Date: 3/15/2023
Item #: 6.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a sole source purchase order with American Compressor Company for two Howden Roots manufactured rotary lobe vapor compressors.

BACKGROUND

The Roseville Energy Park (REP) uses a Zero Liquid Discharge (ZLD) system to reduce the amount of water needed for the power generation process and to process water demineralization wastes. Rotary lobe vapor compressors are used in the ZLD to increase the efficiency of the process.

The ZLD vapor compressors are exposed to high chlorides content water, high temperatures and continuous service. These operating conditions cause erosion and other maintenance issues which staff contends with regularly. The current vapor compressors have been repaired multiple times and are reaching end of life. The requested vapor compressors will replace the current in-service compressors when they fail.

The rotary lobe vapor compressors that are installed are Howden Roots Model 1216 RGS. American Compressor Company is the sole factory authorized distributor of the vapor compressor model used in the REP Zero Liquid Discharge process. Because of this, staff recommends the approval of Sole Source purchase of two rotary lobe vapor compressors from American Compressor Company.

FISCAL IMPACT

The total cost of services will not exceed \$205,061.18. Funding is included in the Electric Fund budget for FY2022-23.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in

a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a sole source purchase order meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Matt Garner, Power Generation Superintendent

Dan Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Vendor Quote



10144 FREEMAN AVENUE
P.O. BOX 2217 • SANTA FE SPRINGS, CA 90670-0213
(562) 944-6188 • FAX (562) 946-8365

January 27, 2023

Roseville Energy Park
5120 Phillip Road
Roseville, California 95747

Attention: Jason Sherrer
Phone: 661 330 9817
Email: jsherrer@roseville.ca.us

Reference: Roots 1216 RGS-J Steam Vapor Compressor.
Our File: ro2279qt

Jason,

Qty	Description	Each	Total
2.	1216 RGS-J-V-N-PL-71	\$95,156.00	\$190,312.00
	Rotary lobe gas blower / steam vapor compressor		
	Duplicate to serial LR16-10151		
	7.75% Sales Tax		\$14,749.18
			\$205,061.18

Price is valid for 30 Days.

Delivery: 32 to 34 weeks after receipt of written purchase order.

Shipment: FOB Factory, inbound and outbound freight additional.

Payment Terms: Net 30 Days

Thank you for this opportunity to be of service. If you have any further questions, please contact this office.

Best Regards,
AMERICAN COMPRESSOR COMPANY

A handwritten signature in black ink that reads "Mark S Doty".

Mark S. Doty



COUNCIL COMMUNICATION

CC #: 2577
File #: 0203-13

Title: Electric Bus Charging Equipment (RFQ 10-3338) – Contract Purchase Agreement
Contact: Becky Philipp 916-746-1110 bphilipp@roseville.ca.us

Meeting Date: 3/15/2023
Item #: 6.7.

RECOMMENDATION TO COUNCIL

Staff recommends City Council adopt a resolution to approve a contract purchase agreement (3002718) with Verdek LLC for the supply, delivery and commissioning of electric bus charging equipment, and authorize the City Manager to execute the agreement on behalf of the City of Roseville.

BACKGROUND

At the July 20, 2022 meeting, City Council approved the construction of the Zero Emissions Bus Depot Project to construct 30 bus stalls and 72 new light duty parking stalls. Nine of the bus stalls were planned to be electrified with the original project. Subsequently, the City was awarded a grant from the Federal Transit Administration for the purchase of additional busses and bus charging equipment. This RFQ will purchase charging equipment that will electrify 18 additional bus stalls.

The bid award is based on the lowest total cost. A formal request for bids was issued and the vendor responses are listed on the attached bid summary sheet.

FISCAL IMPACT

The estimated total award is \$861,847.74. Funding for this purchase comes from Federal Transit Administrations' Low or No Emission Vehicle Program grant. No General Fund resources will be used for the project.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)). Purchase of the electric bus charging equipment would not have a significant effect on the environment, and is therefore not

subject to CEQA. Previously, installation of the equipment, and construction of the charging area was determined to be categorically exempt from CEQA, per CEQA Guidelines Sections 15301, 15303 and 15304. The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Becky Philipp, Buyer

Dennis Kauffman, Assistant City Manager/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

Resolution 23-087

Contract Purchase Agreement

Bid Summary

RESOLUTION NO. 23-087

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND VERDEK LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3002718) for electric bus charging equipment, by and between the City of Roseville and Verdek LLC, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement amendment is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3002718

Supplier Details:

Company Verdek LLC
Contact Guy Mannino
Address 123 Rolling Meadow Rd

Madison, CT 06443

Submit your response to:

Company City of Roseville
Contact "Becky" Rebecca Philipp
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1110
Fax (916) 746-1115
E-mail BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - **By owner**

Partnership - **Any general partner**

Corporation - **Two options:**

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3002718

Agreement	3002718
Agreement Date	27-JAN-2023
Change Order	1
Change Order Date	27-JAN-2023
Revision	0
Agreement Amount	861,847.74 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488

Fax: (916) 784-3796

Email: accountspayable@roseville.ca.us

Supplier **Verdek LLC**
 123 Rolling Meadow Rd

Madison, CT 06443

Phone: (203) 421-6477

Fax: ()

Email: gmannino@verdek.com

Description of Labor, equipment and/or materials THE VENDOR SHALL PROVIDE ELECTRIC BUS CHARGING EQUIPMENT IN ACCORDANCE WITH THE TERMS, CONDITIONS, SPECIFICATIONS AND ATTACHMENTS OF RFQ 10-3338.

START DATE: UPON EXECUTED AGREEMENT

END DATE: UPON COMPLETED COMMISSIONING

PLEASE CONTACT RJAHA CANLAS IN BUILDING MAINTENANCE AT (916) 774-5342 OR RCANLAS@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15514	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
		"Becky" Rebecca Philipp Phone 1-916-746-1110			

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Purchase Agreement 3002718

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
 - c. Additional Insureds. Contractor shall also provide a separate endorsement or

Contract Purchase Agreement 3002718

section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

- (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
 - f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
 - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
 - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances

Contract Purchase Agreement 3002718

may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that

Contract Purchase Agreement 3002718

is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. 00848520
Contractor License No. 103133993
DIR Registration No. NA

Check mark the applicable company type below:

 Corporation
 X Limited Liability Company
 Partnership
 Sole Proprietor

*City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.
General T&C
REV 3/2/21 JS*

Contract Purchase Agreement 3002718

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT OVER FORMAL BID LIMIT OR INVOLVING HIGH RISK ACTIVITIES**

General - Required Coverage/Documentation

- General Liability: \$1 Million per occurrence /\$2 Million aggregate
- Automobile Liability: \$1 Million combined single limit
- Workers' Compensation: Statutory *Must provide a Waiver of subrogation
- Additional Insured Endorsement (AIE) - General Liability policy: CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsement shall cover the City of Roseville, its officers, agents, employees and volunteers as additional insured.
- Policies must be primary and non-contributory
- A 30 day notice of cancellation must be provided
- List certificate holder as: The City of Roseville - Insurance Compliance, PO Box 100085-R1, Duluth, GA 30096

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction: _____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional: _____

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

Professional Liability:
\$1 Million/occurrence
No auto required
Cyber Liability:
\$1 Million/occurrence

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

Professional Liability:
\$1 Million/occurrence
No auto required

Pyrotechnics: _____

General Liability:
\$5 Million/occurrence
\$10 Million aggregate
Auto - \$2 Million/occurrence

Contract Purchase Agreement 3002718

Chemical/Environmental: _____

General Liability:

\$3 Million/occurrence

\$6 Million aggregate

Pollution – \$2 Million/Occurrence

Auto - \$2 Million/Occurrence

Insurance Submission Process

The City of Roseville Human Resources/Risk Management Department uses a service called EBIX to manage our insurance certificate tracking.

How It Works

- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. After faxing or emailing the certificate, please DO NOT send the certificate by mail to EBIX. Please do not mail, email or fax any certificates to the City of Roseville.
- Once submitted, EBIX reviews the insurance documentation. If there are deficiencies, EBIX will send a follow up letter or email requesting additional information.

Questions Regarding Insurance Submission: Contact EBIX at (951) 652-4239

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Contract Purchase Agreement 3002718

Supplier DocuSigned by:
Signature: Guy Mannino
F7281F9D5C3D4E9...
Print Name: Guy Mannino
Title: CEO
Date: 2/1/2023

Supplier
Signature: _____
Print Name: _____
Title: _____
Date: _____

City of Roseville, A Municipal Corporation
Signature: _____
Print Name: **Dominick Casey**
Title: **City Manager**
Date: _____

Line Item Bid

Bid Type

ExcelFormat

Version

Bid

End Date

Bid Tabulation Matrix

1

RFQ #10-3338 - Electric Bus Charging Equipment

2022-12-13 03:00 PM PST

Vendor

Item Code

Item Name

Total Price for Electric Bus Charging Equipment

Brand

Item Vendor Ref Number

			EV Connect
Item Description	Qty	Unit	Total Price
Enter the Total Price for Electric Bus Charging Equipment from the Formal Invitation for Bid and Award page.	1	Each	903016.04

Proterra Inc	R & D Electric, Inc.	Verdek
Total Price	Total Price	Total Price
975565.2	914716.08	861847.74



COUNCIL COMMUNICATION

CC #: 2591

File #: 0203-01 & 0203-21

Title: Fleet Services - Purchase Order Increases, Contract Purchase Agreement Amendment, Reject all Bids

Contact: Brandy LeBeau 916-774-5531 blebeau@roseville.ca.us

Meeting Date: 3/15/2023

Item #: 6.8.

RECOMMENDATION TO COUNCIL

Sherman & Reilly 9013255

Staff recommends that the City Council authorize an increase of \$22,561 to the sole source purchase order 9013255 with Sherman and Reilly for shipping, handling, and sales tax costs for two (2) turret reel trailers (TRT) for the Electric construction and maintenance division. The revised total cost of the purchase order is \$319,375.

Sourcwell

Staff recommends that the City Council approve a purchase order to Altec Industries Inc. for one (1) Altec LR860-E70 overcenter articulating aerial device utilizing Sourcwell contract# 110421-ALT as a replacement for Fleet ID 09-360 approved in the FY2022-23 Fleet Replacement Fund budget. The total cost, including options and sales tax, is \$262,367.

Napa Ford 9012928

Staff recommends that the City Council authorize an increase of \$2,047 to purchase order 9012928 with Napa Ford to cover costs associated with modifying one (1) a Ford F250 utility body truck for the Public Works traffic signals division. The total cost of the purchase order for eight (8) trucks is \$696,392.

LEHR CPA 3001675

Staff recommends that the City Council adopt a resolution to authorize the City Manager to amend the contract purchase agreement with Stommel Inc. dba LEHR to extend the contract's end date until Final Payment.

RFQ 10-3341

Staff recommends that the City Council adopt a resolution to reject all bids for RFQ 10-3341 electric vehicles (EV) for the purchase of four (4) EVs. The lowest bidder was deemed non-responsive.

BACKGROUND

Sherman & Reilly 9013255

City Council approved the Sherman and Reilly TRT trailers on November 2, 2022. At that time, the shipping, handling, and sales tax cost was defined as international commercial terms (incoterms) and were not included in the total cost. Therefore, the additional cost of \$22,561 must be added to the sole source purchase order 9013255 to increase the purchase order to \$319,375.

The Electric construction and maintenance division utilizes these trailers for transporting and installing various cable sizes throughout the City for new residential and commercial installations, maintenance, and emergency replacements. These trailers provide the ability to install two or three cables pulled together in one conduit. Sherman and Reilly is the sole source manufacturer and distributor of the TRT trailers.

Sourcewell

Sourcewell is a public agency that offers competitively solicited purchasing contracts for products and equipment to all government, education, and non-profit agencies across the U.S. Altec Industries, Inc. is the sole manufacturer and distributor of Altec products. The City currently owns and operates more than twenty Altec vehicles. Fleet services have standardized on this brand due to price, factory training, and equipment needs of municipalities.

The Parks, Recreation & Libraries Department, Open Space division is purchasing one (1) Altec LR860-E70 overcenter articulating aerial device to replace Fleet ID 09-360. The aerial lift truck is used for tree trimming operations, removals, and storm emergency response.

Vehicle replacements are based on the Fleet Scoring System, which considers factors such as age, mileage, reliability, prior maintenance and repair costs, and current condition. Below are the vehicle replacement scores. A score of 23 or more indicates that the vehicle is eligible for replacement.

Vehicle ID	Replacement Score	Vehicle Condition
09-360	25	Meets City replacement criteria

Napa Ford 9012928

City Council approved the Napa Ford bid for eight (8) Superduty trucks with utility or flatbed bodies on October 19, 2022. The Public Works Traffic Signals division is adding one (1) new Electronic Technician position utilizing one (1) out of the eight (8) Ford F250 utility body trucks. Currently, the utility body is configured for a Senior Technician instead of the Electronics Technician design package. The modifications will require an additional \$2,047 to Napa Ford purchase order 9012928 to make these utility body modifications.

LEHR CPA 3001675

Current supply chain demands for vehicles and parts have led to longer lead times to complete police, fire, and public safety vehicles requiring customization before being placed into service. The amendment to contract purchase agreement 3001675 Stommel Inc. dba LEHR will extend the contract until all remaining 2022 vehicles are built and in service. The supplies needed for each vehicle include, but are not limited to, light bars, sirens, push bumpers, gun locks, flashing lights, decals, partitions, center consoles, computer stands, wiring, and mounting brackets.

RFQ 10-3341

The Public Works Alternative Transportation division and the Environmental Utilities' Utility

Exploration Center requested EVs in the current fiscal year to replace 10-136, 14-130, 14-131, and one (1) fleet addition.

A formal bid was issued with the following vendor response:

<u>Vendor</u>	<u>Total price (with all potential options)</u>
Subaru of San Bernardino San Bernardino, CA	\$40,231.00 each

After staff reviewed the bid, it was discovered that the formal invitation for bid and award, and the vehicle specification proposal were not included. The vendor was deemed non-responsive; the EV bid will go back out in April when the new model year is open for orders.

FISCAL IMPACT

Sherman & Reilly 9013255

The increase of \$22,561 to purchase order 9013255 is for shipping, handling, and sales tax for (2) Sherman and Reilly TRT trailers. The revised total purchase price is \$319,375. Funding is included in the FY2022-23 Electric Fund budget.

Sourcewell

The total cost for one (1) Altec LR860-E70 over-center articulating aerial device, including options and sales tax, is \$262,367. Funding is included in the FY2022-23 Fleet Replacement Fund budget.

Napa Ford 9012928

The increase of \$2,047 to purchase order 9012928 for modifications to the Ford F250 utility body truck is to modify the utility body. The total purchase price for all eight (8) Superduty trucks is \$696,392. Funding for the purchase order increase is included in the FY2022-23 Electric Fund budget.

LEHR CPA 3001675

There is no fiscal impact to extend the Stommel Inc. dba LEHR contract purchase order 3001675 to move the end date to Final Payment. Funding is included in the FY2022-23 Fleet Replacement Fund Budget.

RFQ 10-3341

There is no fiscal impact with the bid being rejected.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The purchase of vehicles meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A – Remain fiscally responsible in a changing world.

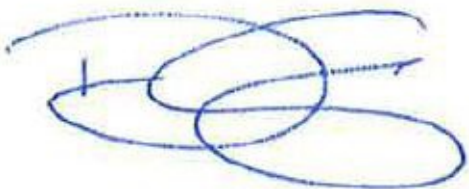
Goal E – Deliver exceptional city services.

Goal F – Invest in well-planned infrastructure and growth.

Respectfully Submitted,

Brandy LeBeau, Fleet Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-094

Resolution 23-095

RESOLUTION NO. 23-094

APPROVING CONTRACT PURCHASE AGREEMENT AMENDMENT, BY AND
BETWEEN THE CITY OF ROSEVILLE AND STOMMEL, INC. DBA LEHR, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, Contract Purchase Agreement Amendment (3001675), to extend the contract until all remaining 2022 vehicles are built and in service, between the City of Roseville and Stommel, Inc. dba LEHR, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amendment is approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RESOLUTION NO. 23-095

REJECTING ALL BIDS FOR ELECTRIC VEHICLES (RFQ 10-3341)

WHEREAS, the City of Roseville requested bids for electric vehicles; and

WHEREAS, it was discovered that the formal invitation for bid and award, and the vehicle specification proposal were not included, and the vendor was deemed non-responsive; and

WHEREAS, staff will issue a new bid in April when the new model year is open for orders; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that all bids received for electric vehicles are hereby rejected per staff recommendation.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 2581
File #: 0203-10

Title: Pool Heater and Installation (RFQ 10-3340) - Contract Purchase Agreement
Contact: Sue Jessup 916-746-1107 sjessup@roseville.ca.us

Meeting Date: 3/15/2023
Item #: 6.9.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution to approve a contract purchase agreement (3002726) with National Aquatic Services, Inc., and authorize the City Manager to execute the agreement on behalf of the City of Roseville. Additionally, staff recommends Council approve change order authority for a 10% contingency.

BACKGROUND

The Parks, Recreation & Libraries Department (PRL) must replace one pool heater at the Roseville Aquatics Complex. The heater is used to heat the recreation pool, which is utilized by Roseville Aquatics programs and the California Capital Aquatics swim team. The programming that occurs in the recreation pool requires the water temperature remain in a specific range to meet regulatory and policy conditions for the health and safety of the users.

The current pool heater was purchased in 2009 and has operated past the life expectancy of 5-7 years. Previously, City staff made repairs totaling \$15,000 to replace the heat exchanger. The heater's burner plate has also been repaired, and cannot be repaired again. At this time City staff is recommending to update the heater to a newer technology. The improved technology will heat the pool water through a heat transfer system to eliminate corrosive pool water from circulating through the heater. The new heater will be more efficient and have a longer life expectancy.

If the heater is not replaced, it will ultimately lead to failure and the inability to heat the pool to proper temperature for recreational and competitive aquatics activities. Water temperatures affect chemical usage and balance within the pool, affecting user health and safety. It may also lead to loss of revenue and program cancellations for PRL programs such as swim lessons, recreational use, and California Capital Aquatics swim team meets, and regional swim competitions.

A formal bid was issued with the following responses:

Bidder

Grand Total

National Aquatic Services, Inc.

\$127,928.86

Oakley, CA

Aqua Source, Inc. \$128,934.96
Galt, CA

Knorr Systems, Inc. \$151,233.26
Santa Ana, CA

FISCAL IMPACT

The total cost of the equipment, including tax, is \$127,928.86. A 10% contingency will bring the total contract authority to a not-to-exceed amount of \$140,721.75. Funding is included in the RAC Pool Heater Capital Improvement Project in the Parks, Recreation and Library Capital Projects Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3).

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Sue Jessup, Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-088

Contract Purchase Agreement

RESOLUTION NO. 23-088

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND NATIONAL AQUATIC SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3002726) for the purchase of a pool heater and installation, by and between the City of Roseville and National Aquatic Services, Inc., has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said contract purchase agreement is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed ten percent (10%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3002726

Supplier Details:

Company National Aquatic Services Inc
Contact Doreen Salanoa
Address 9030 Brentwood Blvd

Oakley, CA 94513

Submit your response to:

Company City of Roseville
Contact Sue Jessup
Address Purchasing Division
311 Vernon St
Roseville, CA 95678
Phone (916) 746-1107
Fax (916) 746-1115
E-mail SJessup@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

(1) A signature from the President and the corporate seal; OR

(2) One signature from the Chairman of the Board, President, or any Vice President AND one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

***General Manager, Office Manager and/or Sales Manager are not corporate officer titles.** The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3002726

Agreement	3002726
Agreement Date	16-FEB-2023
Revision	0
Agreement Amount	127,928.86 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accounts payable@roseville.ca.us

Supplier **National Aquatic Services Inc**
 9030 Brentwood Blvd

Oakley, CA 94513
Phone: (925) 513-9025
Fax: ()
Email: doreen@naspools.com

Description of Labor, equipment and/or materials Vendor shall provide and install pool heater in accordance with all terms, conditions, specifications, attachments, and addenda of RFQ 10-3340.
 Start Date: Executed Agreement
 End Date: Upon Final Payment

Please contact Steve Rhoden in the Parks Department at (916) 746-1756 or SRhoden@roseville.ca.us for questions regarding this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15562	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
		Sue Jessup Phone 1-916-746-1107			

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless the City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
 - c. Additional Insureds. Contractor shall also provide a separate endorsement or

section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage (except Workers' Compensation) and for ongoing and completed operations. Such insurance shall specifically cover the contractual liability of Contractor. The additional insured coverage under the Contractor's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

- (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Contractor shall provide thirty (30) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
 - f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
 - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
 - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the

performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently

established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

The supplier named hereon by the acceptance of this order agrees to the provisions of this document titled "Contract Purchase Agreement" and all accompanying terms, conditions, and attachments.

Roseville Business License No. 00848470 exp 12/31/23

Contractor License No. 930970 CA exp 06/30/2024

DIR Registration No. 1000005425 exp 06/30/2025

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

City Reserves the right to withhold any payments to contractor in the event of noncompliance with insurance requirements or if required by law.

Construction T&C

REV 3/2/21 JS

**ATTACHMENT A
HUMAN RESOURCES/RISK MANAGEMENT DIVISION
INSURANCE REQUIREMENTS
AGREEMENT UNDER FORMAL BID LIMIT**

General - Required Coverage:

- 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

Additional Liability/Insurance Requirements if required by Agreement (and marked below):

Construction: X

General Liability:
\$2 Million/occurrence
\$4 Million aggregate

Design Professional:

General Liability:
\$2 Million/occurrence
\$4 Million aggregate
Professional Liability:
\$2 Million/occurrence

Professional Consultant:

Professional Liability:
\$1 Million/occurrence

IT Services:

Professional Liability:
\$1 Million/occurrence
No auto required
Cyber Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors:

No auto required
No workers' comp required

Professional Counseling/ Psychological:

Professional Liability:
\$1 Million/occurrence
No auto required

Insurance Verification

By signing the agreement included with this document, you are confirming that your company has the minimum insurance limits required above.

A copy of your insurance certificate is not required at this time. The City may request proof of insurance at any time.

Questions Regarding Insurance Requirements Contact Risk Management at (916) 774-5202

Asbestos-Containing Materials in City-Owned Buildings

California Health and Safety Code Section 25915 requires that all City of Roseville employees, contractors and lessees be notified annually of the presence of asbestos in City-owned buildings constructed prior to 1979. Please post this notice in an area(s) accessible to all employees, contractors and lessees. Contact Facility Maintenance & Operations at (916) 774-5740 for more information about Asbestos Containing Materials (ACMs) in specific City-owned buildings. For more information about asbestos refer to the OSHA website.

The City of Roseville is committed to maintaining a safe and healthy work environment. The City's Facility Maintenance & Operations staff conducts ongoing inspections to identify and safely manage previously installed asbestos-containing products. Renovation of City-owned buildings **MUST** be reviewed in advance by Facility Maintenance & Operations to ensure the City is in compliance with building codes, Americans with Disabilities Act and that no ACMs are disturbed without proper safeguards. Work that requires removal or repair of ACMs is restricted to trained and qualified persons only. **Facility Maintenance & Operations will need to approve the qualified contractors.**

Use the following measures to protect you and others from exposure to airborne asbestos:

- Presume all building materials contain asbestos until determined otherwise by Facility Maintenance & Operations.
- Do not install walls, closets, cabinets, ceilings.
- Do not remove, cut, drill, sand, grind or otherwise disturb any material in the buildings, including carpet and tile.
- Do not paint (this includes any walls, ceilings, floors and electrostatic painting of office furniture).
- Do not remove any items nailed or screwed to the walls (this includes pictures, cabinets, electrical, etc.).
- Do not go above ceilings, behind walls or into building spaces such as attics and crawlspaces unless these areas have been inspected and cleared by Facility Maintenance & Operations.
- Do not pull cable or wiring through above-ceiling spaces with asbestos.
- Do not install screws, pins, nails or hangers into asbestos ceiling or wall plaster.
- Be careful not to damage walls, ceilings or floors when moving furniture or equipment. It is recommended that Facility Maintenance & Operations be contacted prior to moving furniture or equipment.
- Do not brush, sweep or vacuum textured asbestos ceiling plaster or plaster debris.
- Immediately report any damage or deterioration of suspect building materials to Facility Maintenance & Operations or Risk Management.

It is important to note that the presence of asbestos does not mean you have been exposed. Exposure results when friable asbestos particles are inhaled or ingested. Asbestos becomes friable when material containing asbestos is drilled, sanded or disturbed by remodeling or demolition work or when the ACM has deteriorated. Intact, bonded, sealed or undisturbed asbestos does not pose a hazard.

Employees may review the asbestos survey reports, results of bulk sampling or air monitoring conducted in City-owned buildings. All asbestos data will be available by appointment with Facility Maintenance & Operations.

Facilities Built Pre 1979 That May Contain Asbestos	Year Built
Downtown Library - 225 Taylor Street 95678	1974
Carnegie Museum - 557 Lincoln Street 95678	1912
Tower Theatre - 415 Vernon Street 95678	1940
Fire Station #3 - 1300 Kirby Way 95661	1963
Old Corp Yard - 100 Old Corp Yard Road 95678	1940
Water Treatment Plant Operations Bldg.- 9595 Barton Road 95746	1965
Waste Water Treatment Plant Operations Bldg. - 1800 Booth Road 95747	1962
Royer Recreation Bldg. - 190 Park Drive 95678	1950
Fire Museum - 400 Lincoln Street 95678	1930
Diamond Oaks Golf - 349 Diamond Oaks Road 95678	1965
Johnson Pool, 4th & D Street	1950
330 Vernon Street	1940
107 Sutter Avenue	1962

Sign to acknowledge receipt of asbestos notification:

SIGNATURE	 Sean J Senior, President
COMPANY NAME	National Aquatic Services, Inc.
DATE	02/17/2023

Asbestos
Rev 01/16/19

Supplier

Signature:  _____

Print Name: **Sean J Senior** _____

Title: **President** _____

Date: **2/17/2023** _____

Supplier

Signature: _____

Print Name: _____

Title: _____

Date: _____

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Shannon Wiest**

Title: **Purchasing and Warehouse Manager**

Date: _____



April, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Vendor:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more you must report to the City of Roseville your compliance with economic sanctions including steps you have taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

Sincerely,

DocuSigned by:
Shannon Wiest 4/25/2022
A3035660A19747F
Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager



COUNCIL COMMUNICATION

CC #: 2599

File #: 0200

Title: Depository Banking Services and Merchant Services - Approval of Agreements

Contact: Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 3/15/2023

Item #: 6.10.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager, or its designee, to execute a Primary Depository Banking and Merchant Services Agreement, including all other necessary and implementing terms, forms, and agreements arising therefrom, with U.S. Bank, N.A. (U.S. Bank), and its wholly owned subsidiary, Elavon Inc., for banking and merchant services. Staff also requests authorization for two (2) one (1) year renewals without further Council approval, provided that the applicable budget is approved by the City Council each year, or until staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

The City contracts with financial institutions/vendors to provide complete depository banking services and merchant credit card processing services. In late July 2022, the City issued a Request For Proposals ("RFP") requesting responses from qualified banking institutions interested in contracting for these services. After staff reviewed the four submitted proposals and conducted interviews, staff ranked U.S. Bank, N.A., and its wholly owned subsidiary, Elavon Inc., highest based on the established criteria in the RFP and recommends contracting with U.S. Bank (including Elavon, Inc.) for a three (3) year term, with two (2) optional one (1) year extensions.

FISCAL IMPACT

The estimated cost of the contemplated services, including merchant credit card processing services, is approximately \$100,000 per year, and approximately \$110,000 per year for optional renewal years. An incentive value from U.S. Bank N.A. of up to \$150,000 for the first year will offset any account analysis fees and other costs as outlined in the Primary Depository Banking and Merchant Services Agreement. The not-to-exceed total for the agreement is \$200,000 over the three (3) year period, a portion of which will be paid for by the General Fund. The cost of the remaining years of the services will be included in future proposed budgets, pending City Council approval.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Banking Services meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Goal E - Deliver exceptional city services

Respectfully Submitted,

Kyle Horton, Accounting Supervisor

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-100

Banking Agreement

Banking Agreement Exhibits

Elavon Agreement and Exhibits

RESOLUTION NO. 23-100

APPROVING A PRIMARY DEPOSITORY BANKING AND MERCHANT SERVICES AGREEMENT, INCLUDING ANY AND ALL RELATED IMPLEMENTING TERMS, FORMS, AND AGREEMENTS, BY AND BETWEEN THE CITY OF ROSEVILLE AND U.S. BANK, N.A., INCLUDING ITS WHOLLY OWNED SUBSIDIARY, ELAVON INC., AND AUTHORIZING THE CITY MANAGER, OR ITS DESIGNEE, TO EXECUTE IT AND ANYTHING ELSE NECESSARY, INCLUDING ALL RELATED TERMS, AGREEMENTS, DOCUMENTS, AND AUTHORIZATIONS ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Primary Depository Banking and Merchant Services Agreement, by and between the City of Roseville and U.S. Bank, N.A. (“U.S. Bank”), including relevant attachments incorporated therein or contemplated thereby, including, but not limited to an agreement for certain merchant services provided by Elavon Inc. (collectively, “AGREEMENT”) 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, or its designee, is authorized to execute the AGREEMENT and anything else necessary, including all related terms, agreements, documents, and authorizations, including, but not limited to, the merchant services agreement with Elavon Inc., on behalf of the City of Roseville; and

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute two (2) additional one (1) year renewals without further City Council approval, provided that the applicable budget is approved by the City Council each year, or until City staff determines that continuing with the same vendor is not in the City’s best interest; and

BE IT FURTHER RESOLVED that during the term of this AGREEMENT, the City of Roseville hereby authorizes the City Manager as well as the Assistant City Manager/Chief Financial Officer, to designate representatives, who individually or jointly will be authorized to represent and act on behalf of the City of Roseville in any and all matters of every kind arising under this AGREEMENT and appoint and designate from time to time a person or persons who may request withdrawals, create new accounts, and prepare orders for payment or transfers on behalf of the City of Roseville, and do all things, in their discretion, necessary to carry out and implement the City of Roseville’s banking and merchant services needs as contemplated and arising out of the AGREEMENT; and

BE IT FURTHER RESOLVED that the City Manager and the Assistant City Manager/Chief Financial Officer are authorized to do all things they determine necessary to effectuate and carry out the services contemplated herein, including designating and modifying authorized representatives.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PRIMARY DEPOSITORY BANKING AND MERCHANT SERVICES AGREEMENT

THIS "AGREEMENT" is made and entered into this ____ day of _____, _____, by and between the City of Roseville, a municipal corporation ("CITY"), and U.S. Bank, National Association, duly organized and authorized by law to do banking in the State of California and now carrying on such business in said State, hereinafter referred to as "BANK", (inclusive of, for only the limited services identified by agreement(s) incorporated by and made part hereof as described in exhibit(s) below, Elavon, Inc, a wholly-owned subsidiary of BANK) and designated BANK as a depository for certain of time and demand deposits of the CITY. CITY designates BANK as a depository beginning _____ and continuing until this AGREEMENT has been canceled, terminated, or otherwise expires in accordance with provisions herein.

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of banking and merchant services; and

WHEREAS, BANK has prepared a proposal dated August 25, 2022, which describes the scope of work to be performed by BANK, the compensation for the work, and the schedule for performance of the work; and

WHEREAS, BANK is qualified and experienced to provide professional services related to banking and merchant services;

NOW, THEREFORE, the parties agree as follows:

1. Term. The initial term of this AGREEMENT shall be three (3) years, commencing [on _____, ____] [date of award] through February 28, 2026.

CITY may elect to extend the term of this AGREEMENT, in its sole discretion, for up to two (2) additional years by giving written notice to BANK no later than sixty (60) days before the expiration of the then current term. If CITY elects to extend the term, the compensation payable to BANK may be adjusted as negotiated by the parties in mutually agreeable written amendment to this AGREEMENT.

2. Depository. BANK agrees to act as depository for funds in accordance with applicable law and to collateralize daily all CITY time and demand deposits in accordance with applicable California law to the extent not insured by the Federal Deposit Insurance Corporation (FDIC) or its successor, and any further CITY restrictions as set by the “Depository Agreement” between the CITY and BANK, a copy of which is attached and incorporated herein.

3. Controlling Documents. The controlling documents, incorporated here and forming part of this AGREEMENT, for the relationship between the BANK and the CITY and all services to be provided in that relationship including applicable fees for all services (the “Controlling Documents”) are, in priority order:

EXHIBIT “A”	City’s Request for Proposal dated July 27, 2022 (the “RFP”) including the City’s General Contract Conditions (as negotiated and represented in this AGREEMENT);
EXHIBIT “B”	BANK’S Response to the RFP dated August 25, 2022 (the “PROPOSAL”);
EXHIBIT “C”	Master Services Agreement;
EXHIBIT “D”	Depository Agreement (“Your Deposit Account Agreement”);
EXHIBIT “E”	Any applicable BANK services agreements, service descriptions, and account and service documentation (collectively, “SERVICE AGREEMENTS”); and
EXHIBIT “F”	[Reserved.]

These Controlling Document are attached to and made a part of this AGREEMENT. Should any conflict arise among the terms of two or more Controlling Documents, such Controlling Documents will govern in the priority order set forth above.

BANK and CITY may from time to time enter into new SERVICE AGREEMENTS with respect to specific treasury management services, and other services contemplated by and arising out of and reasonably related to the services described in the RFP, PROPOSAL, and other Controlling Documents, as are deemed necessary to further define the rights and duties of the BANK and CITY with regard to certain defined services which may include service termination dates, authorization designations and codes, or such other covenants as required for the proper implementation of the proposed services. Such SERVICE AGREEMENTS shall be added to and become a part of this AGREEMENT, are subordinate to this AGREEMENT, and should any conflict arise, the terms of this AGREEMENT shall prevail.

4. (RESERVED).

5. Funds on Deposit. The CITY shall have the power at all times to determine and designate the character and amount of the funds which will be deposited in the BANK. CITY deposits shall never be the subject of any garnishment or attachment, except for by operation of law, order, or government agency of competent jurisdiction.

6. Designation of Authorized Representatives. During the term of this AGREEMENT, the CITY will through appropriate action of its City Council, designate representatives, who individually or jointly will be authorized to represent and act on behalf of the CITY in any and all matters of every kind arising under this AGREEMENT and appoint and designate from time to time a person or persons who may request withdrawals, create new accounts, and prepare orders for payment or transfers on behalf of the CITY. BANK shall, through appropriate action, designate primary representatives who individually or jointly are authorized to represent the BANK.

7. Audited Financials. BANK shall send to the CITY, on an annual basis, audited annual financial statements as soon as publicly available.

8. Indemnification. Any SERVICE AGREEMENTS or other BANK agreements, schedule, or disclosures are hereby modified to remove therefrom any agreement by CITY to indemnify the BANK and its affiliates, directors, officers, employees and agents and remove remedies available under law in the event of BANK negligence or breach of contract.

BANK 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, to the extent resulting from or arising out of BANK's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this AGREEMENT, except to the extent those matters arising from CITY's willful misconduct or negligent acts or omission.

Notwithstanding any provision of this AGREEMENT stating that CITY waives or limits CITY'S right to make a claim against BANK or exculpates BANK from liability or limits BANK's liability, such a waiver, limitation, or exculpation shall be effective only to the extent authorized by the laws of the State of California. Notwithstanding any provision in any Exhibit or Controlling Document to this AGREEMENT stating that CITY will indemnify or hold harmless BANK, CITY shall not be obligated to indemnify and hold the BANK harmless. Notwithstanding any provision in any Exhibit or Controlling Document to this AGREEMENT stating that CITY will pay attorneys' fees incurred by BANK, CITY shall not be obligated to pay attorneys' fees.

9. Fees. Determination of charges for services rendered by BANK will be based on EXHIBIT "B", attached hereto and incorporated herein, dated August 25, 2022. Fees for new

services not defined in EXHIBIT “B” or otherwise in the Controlling Documents shall be negotiated by the BANK and CITY and mutually agreed upon in writing but in no case shall the charge be in excess of the then current published price by the BANK.

For its services provided hereunder, BANK shall be compensated on a time and expense or fixed fee basis in accordance with the budget estimate as described in EXHIBIT “B,” attached hereto and incorporated herein by this reference, or as described for specific services subject to SERVICE AGREEMENT(S). If not otherwise agreed to in specific SERVICE AGREEMENT(S), BANK shall otherwise submit one monthly invoice for its services. Such invoices shall be delineated by task, the person performing the services, and the hourly rate if applicable, 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.

Total compensation for all services performed and arising out of this AGREEMENT for the initial term shall not exceed two hundred thousand dollars (\$200,000.00). Total compensation for optional renewal years of this AGREEMENT shall not exceed one hundred ten thousand dollars (\$110,000.00) per year. Adjustment to the total compensation per year shall require a written amendment to this Agreement, subject to approval by the City Council. The Parties do not intend for the BANK to continue to provide Services without compensation when the total compensation amount is reached.

10. Insurance. BANK agrees to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this AGREEMENT.

COVERAGE

Workers’ Compensation
Commercial General Liability

LIMITS OF LIABILITY

Statutory
\$1,000,000 each occurrence
\$2,000,000 aggregate

	Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	Bodily Injury: \$500,000 per person \$1,000,000 per accident Property Damage: \$100,000 per occurrence
Professional Liability (errors and omissions)	\$1,000,000 per claim

BANK shall submit a certificate evidencing such coverage in a form satisfactory to the City Attorney of CITY, prior to undertaking any work hereunder. BANK shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents and employees as additional insured's for each type of coverage, except for Workers' Compensation and Professional Liability. The coverage shall be primary as to such additional insured's and no coverage of the CITY shall be called upon to contribute to a loss. In addition, the insurance policy may not contain language which prohibits additional insured's or other insurers from satisfying the self-insured retention or deductible. BANK shall provide thirty (30) days written notice to CITY prior to cancellation or modification of any insurance required by this AGREEMENT. BANK shall furnish a certificate for the period covered by this AGREEMENT. Any insurance written on a claims made basis is subject to the prior approval of the City Attorney. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve BANK of liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this AGREEMENT or law.

11. Access to Records. Duly authorized representatives of CITY shall have right of reasonable access during normal business hours to BANK's files and records relating to the

services performed hereunder, and may review the files and records at appropriate stages during performance of the services.

12. Time is of the Essence. Time is of the essence of this AGREEMENT.

13. Compliance with Laws. BANK will comply with all federal, state and local laws, ordinances and policies as may be applicable to BANK and its performance of services under this AGREEMENT.

14. Ability to Perform. BANK agrees and represents that it has the time, ability and professional expertise to perform the services required under this AGREEMENT.

15. Assignment. BANK is employed to perform unique personal services and, except for assignments to a successor in interest by merger, consolidation, acquisition, change-in-control or similar transaction, BANK shall not assign this AGREEMENT without the prior written consent of CITY. BANK 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. Notwithstanding the foregoing, BANK may, without notice or consent, in the ordinary course of business, subcontract for third party services or products that are not dedicated to CITY or are not material to a particular function constituting a part of the Services provided under the resulting contract.

15. Independent Contractor. BANK 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.

16. Representations and Warranties. BANK warrants that it has not employed or retained any company or person, other than a bona fide employee working for BANK, to solicit

or secure this AGREEMENT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, CITY shall have the right to terminate as void this AGREEMENT, without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

17. Successors in Interest. This AGREEMENT shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.

18. Copyright, Ownership and Use of Materials. All tangible material created or delivered as a deliverable primarily for CITY pursuant to this AGREEMENT ("Material") 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, BANK hereby assigns to CITY all right, title, and interest, including but not limited to all copyrights, in all Material created by BANK in its performance under this AGREEMENT. Material constitutes the scope of work outlined in EXHIBIT "___" 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 BANK is, and shall remain, the property of CITY.

BANK shall execute any documents reasonably requested by the City to effectuate such assignment. In the event that BANK uses, employs, designates, or retains any person or entity who is not an employee of BANK, to perform any work required of it pursuant to this

AGREEMENT, BANK shall require said person or entity to execute an agreement containing the preceding paragraph.

19. Termination of AGREEMENT. CITY may terminate this AGREEMENT without cause by giving BANK ten (10) days advance written notice from the City Manager. BANK may terminate this AGREEMENT without cause by giving CITY ninety (90) days advance written notice. In the event of termination through no fault of BANK, CITY shall compensate BANK 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. BANK may also terminate or suspend any Services immediately without advance notice to CITY if any of the following occurs: (a) CITY becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) CITY has engaged in fraudulent or illegal activity; (c) CITY fails to maintain balances in accounts sufficient to cover overdrafts and fails to cure after receipt of written notice of such failure within a reasonable amount of time; (d) CITY violates, or is in default under, the terms of this Agreement or any other agreement with BANK and fails to cure after receipt of written notice of violation or default and a reasonable amount of time; (e) CITY fails to reasonably comply with security procedures or fails to provide information reasonably requested by BANK, and fails to cure after receipt of written notice thereof and a reasonable amount of time; (f) BANK determines it is impractical or illegal to provide any Services because of changes in laws, regulations or rules; (g) BANK, in good faith, is unable to satisfy itself that any Services have been properly authorized by CITY; or (h) BANK, in good faith, deems itself insecure. CITY retains the right to receive and use any MATERIAL, notwithstanding any termination or any dispute regarding the amount to be paid. Notwithstanding any termination,

the terms of this Agreement shall apply to all transactions which have been initiated prior to termination.

20. Attorney's Fees; Venue; Governing Law. If either party commences any legal action against the other party arising out of this AGREEMENT or the performance hereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorney's fees. Any action arising out of this AGREEMENT shall be brought in state or federal courts located in Placer County, California, regardless of where else venue may lie. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of California.

21. Modification. This AGREEMENT and each provision contained herein may be waived, amended, supplemented or eliminated only by mutual written agreement of the parties.

22. Severability. If any of the provisions contained in this AGREEMENT are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the AGREEMENT as a whole.

23. Notices. Any notices to parties required by this AGREEMENT shall be delivered personally or mailed, U.S. first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE

ATTN: Dennis Kauffman
Finance Department
311 Vernon St., Roseville, CA 95678

BANK

ATTN: Charline M. Botelho
U.S. Bank
621 Capitol Mall, Sacramento, CA 95814

Either party may amend its address for notice by giving notice to the other party in writing.

24. Integrated Agreement. This is an integrated agreement and contains all of the terms, considerations, understanding and promises of the parties. It shall be read as a whole.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this AGREEMENT in duplicate by its City Manager and attested to by its City Clerk under the authority of Resolution No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 20__, and BANK has caused this AGREEMENT to be executed.

CITY OF ROSEVILLE, a
municipal corporation

U.S. BANK , a
National Association

BY: _____
DOMINICK CASEY
City Manager

DocuSigned by:

BY: _____
its: Senior Vice President and Relationship Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
DENNIS KAUFFMAN
Assistant City Manager/Chief Financial Officer

Exhibit “A”



REQUEST FOR PROPOSAL

RFP No. 10-026

**Depository Banking Services
And Merchant Services**

DUE: August 25, 2022

3:00 PM

Deliver to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

OR

Email: cityclerkroseville@roseville.ca.us

CITY OF ROSEVILLE
NOTICE FOR PROPOSALS

RFP Depository Banking Services And Merchant Services

NOTICE IS HEREBY GIVEN that proposals for **Depository Banking Services And Merchant Services** will be received by the City of Roseville. Proposals will be accepted **ONLY** at the office of the **City Clerk, Civic Center, 311 Vernon Street, Roseville, CA, 95678** or submitted via electronic mail to cityclerkroseville@roseville.ca.us, until 3:00 p.m., **August 25, 2022**. Said proposals will be evaluated and results will be made public after completion of the negotiation process with the selected Institution. 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.

July 27, 2022

Nick Rosas
Accounting Manager

IMPORTANT!!!

The City is not responsible for misdelivered proposals, and the proposer is strictly liable for its chosen method of delivery. It is the proposer's sole responsibility to make sure that proposals arrive at the proper location. Any proposal which does not actually arrive in the City Clerk's Office by the RFP due date and time will be rejected as non-responsive, even if properly addressed or delivered to another City Department.

Your proposal **MUST** be addressed and delivered as follows:

**City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678**

The proposer is also directed to include the attached "Sealed Proposal" label on the outside of the package or envelope, so that it is visible when delivered to the City.

Or emailed to:
cityclerkroseville@roseville.ca.us

RFP# 10-026

DEPOSITORY BANKING SERVICES AND MERCHANT SERVICES

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1.0 INTRODUCTION

The City of Roseville (hereinafter “City”), is soliciting proposals from qualifying financial institutions to provide complete Depository Banking Services And Merchant Services. This will be a competitive negotiation process. Qualified financial institutions (hereinafter “Institution (s)” or “Proposer(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.

The City intends for its banking partner to provide state-of-the-art technology to assure that its current banking needs would be met for all departments and allow the City to continue to incorporate technological changes and improvements into its operations over the period of the contract. Because all services are expected to be provided electronically, institutions outside the municipal boundaries of Roseville are encouraged to propose. The contract is to begin approximately March 1, 2023, and is to be for a three-year period with the City option to renew for one additional two-year renewal period.

Through this contract the City intends to minimize banking costs, improve operational efficiency, and maximize its investment capabilities. This RFP, which represents the City’s cash management goals, also specifies all required qualifications, the required banking and merchant services, the estimated activity volumes on all accounts, the method of compensation, submission instructions, and contract award provisions. All qualified institutions are invited to submit a proposal.

Institutions responding to this RFP must be insured through the Federal Deposit Insurance Corporation (FDIC) and must be able to demonstrate a capacity to meet the City’s requirements as stated in the RFP through responses to the questions presented in the RFP.

1.1 CITY OVERVIEW

The City of Roseville is an incorporated city with a population of more than 151,000 residents, located in Placer County off of Interstate 80, approximately 16 miles northeast of Sacramento, California. The City of Roseville is a Charter city operating under the City Council/City Manager form of government.

1.2 PROPOSAL SUBMITTAL

RFP proposal submittals may be delivered to the Office of the City Clerk, Civic Center, 311 Vernon St., Roseville, CA 95678 via common carrier, hand delivered, or submitted via electronic mail to cityclerkroseville@roseville.ca.us by the specified proposal due date and time. Complete and attach the “Sealed Proposal” label (ATTACHMENT F) to the outside of the proposal packaging if delivering or hand carrying a hard copy of the proposal, so it is visible to the City Clerk. If submitting a proposal via electronic mail, then include the RFP title and RFP number in the subject line of the email. **NOTE:** The City Clerk’s office is only open until noon on Fridays.

1.3 CALIFORNIA SECRETARY OF STATE REGISTRATION

The City requires all corporations, limited liability companies and limited partnerships to be registered to do business in the State of California. On a separate sheet of paper, please include a screenshot of your “ACTIVE” status with your proposal submittal, which can be obtained by accessing this link: <https://businesssearch.sos.ca.gov/>.

1.4 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 no later than August 10, 2022, to Nick Rosas by accessing the RFP from the City's website at:

https://www.roseville.ca.us/business/procurement_services/bids_rfps

Do not contact other individuals or City departments in this regard. Information provided by anyone other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if it is in writing and issued by the City department issuing the RFP. No oral interpretations or answers shall bind the City unless confirmed by the City in writing.

All addenda for this RFP will be distributed through PublicPurchase.com to proposers who have registered with PublicPurchase.com and who have downloaded the RFP. Additionally, the Notice of Intent to Award will be posted on PublicPurchase.com. **It is the proposer's sole responsibility to monitor PublicPurchase.com for possible addenda to this RFP and for the Notice of Intent to Award.** Failure of proposer to retrieve addenda or the Notice of Intent to Award from PublicPurchase.com shall not relieve him/her of the requirements contained therein or the timelines associated therewith. Additionally, failure of proposer to return a signed addendum, when required, may be cause for rejection of his/her proposal.

2.0 TENTATIVE RFP PROJECT SCHEDULE

The following represents the tentative schedule for this RFP. Any change in the scheduled dates for the Deadline for Final Questions or Proposal Submission Deadline will be advertised in the form of an addendum to this RFP. The schedule for the evaluation process and other future dates may be adjusted without notice.

RFP Released by the City.....	July 27, 2022
Deadline for Final Questions.....	August 10, 2022
City Responses to Written Questions.....	August 18, 2022
Proposal Submission Deadline.....	August 25, 2022 (3 PM PST)
Institution Interviews as needed.....	Week of September 5, 2022
Contract Negotiations.....	September 2022
Contract Approval by City Council.....	October 19, 2022
Commencement of Services.....	March 1, 2023

3.0 SCOPE OF SERVICES

3.1 Financial Overview and General Scope - The City currently maintains nine (9) accounts organized and reported in three reporting groups with the average monthly ledger balances as shown below:

• Concentration Account	\$ 19,000,000	
• Accounts Payable Account	ZBA	
• Payroll Account	ZBA	
• City Internal Account	\$	455

• Wittman EMS Fee Deposits	\$ 54,040
• Housing Authority Account	\$ 908,865
• Housing Authority Escrow Account	\$ 69,912

Each month's balances for a twelve-month period are detailed on Attachment A (Proposed Banking Fees) along with the service type and usage for each account. Housing Authority accounts are reported separately as it is an independent entity. The balance for the entire relationship averages \$23,432,127 and the \$19 million balance in the Concentration account is for the compensating balance. The majority of banking activity occurs in the City's Concentration Account which acts as the master account.

Besides property tax revenue, which is received in January and May, other tax and other service fee revenue is received throughout the year. The City utilizes an internal sweep mechanism with three (3) accounts and a commercial paper sweep. This RFP anticipates a move to a fee basis and a sweep to commercial paper or a money market mutual fund.

The City is extremely interested in obtaining and maintaining highly competitive interest rates. Market sweep rates and interest-bearing rates in interest bearing accounts and money market accounts as well as the ECR will be of particular interest to the City. These rates are required below in the RFP questions. The City reserves the right to change from fee basis to compensating balance basis throughout the contract period.

Most wires, securities transactions, transfers, and ACH transactions process through the Concentration Account. Utility credit card payments as well as other credit card payments are currently clearing through Elavon under a separate contract with funds deposited directly into that account.

Merchant services are included as a required service (Section 8.0) in this RFP. Historical spend information is found on Attachment B which is also to be used for proposed fees and costs for merchant services.

The City uses the Oracle Fusion Cloud ERP system and assumes the Proposer will have the ability to interface with this system. Utility payments are remotely posted in that office and information manually applied to the City utility system application internally. Other deposits from various departments are directed to Finance, verified and consolidated for one bank deposit. This process does not currently use remote deposit for checks. E-box payments are downloaded from the banking site to the cash receipts application. The e-lockbox is in place and handles an average of 12,991 items per month.

ACH is used to pay vendors and to receive tax and state payments as well as other payments.

Bi-weekly payroll checks are issued from the Payroll Account for approximately 1,300 total employees (which may rise above 1,500 in summer) and a gross monthly payroll of \$11.5 million. Direct deposit is not mandatory but used by approximately 96% of the total employees. Manual checks are still being written. The bank will be expected to follow standard SWACHA regulations for deposit of employee funds on the scheduled date as defined by the City.

Attachment A contains the banking services monthly volumes on a one-year aggregated relationship history. It records all activity in those months. No account analyses will be supplied to proposers for this RFP.

The Finance Department has total oversight of banking, accounts payable, and payroll operations as well as responsibility for the merchant services contract. All reporting and reconciliation will be accomplished through the Finance Department.

Any or all City funds may be maintained and invested by the City outside this contract. The City will be under no obligation to maintain time or demand funds in the bank except when fees are paid under a compensating balance basis. In the area of safekeeping/custody, the City averages approximately 160 CUSIPs and \$775 million par in book entry (non-ABS/MBS) securities.

3.2 Multiyear Agreement - The initial contract will be from date of award through February 28, 2026. The City reserves the right to renew the contract two additional years at its sole discretion. The Institution receiving the contract award for the initial contract will retain that contract award throughout the life of the contract, including the optional renewal years.

The initial contract will be awarded based on the prices determined through the initial contract negotiation process. Sixty days prior to the expiration date of the current contract, the City is willing to re-negotiate out-year pricing (increases and/or decreases) based on market fluctuations. The pricing for the two-year renewal will be evaluated based on what the City deems to be fair and reasonable pricing. Any requests made by the Institution for a price increase must be fully documented utilizing an appropriate Consumer or Producer Price Index or other relevant market data to justify a price change. In its request for price increases Institution shall cite sources, specific conditions, and document how those conditions affect the cost. The City is also willing to re-negotiate pricing if it is affected by catastrophic circumstances (example: unforeseen national/world crisis or acts of God).

Price adjustments will not be automatic. They must be mutually agreed upon by both the City and the Institution. The City will review the proposed pricing and determine if it is allowable, fair, reasonable, and in the best interest of the City to extend the agreement.

4.0 REQUIRED FINANCIAL INSTITUTION INFORMATION

4.1 To be qualified, the Proposer must be a federally or State of California chartered depository institution with full banking and merchant services. The Proposer must qualify as a designated California Depository.

A. Creditworthiness

In order to fulfill the City's fiduciary responsibility for public funds the proposal shall respond to and provide the following. The City wants to ensure that the successful Institution has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner.

- i. Provide a link to the audited annual financial statement for the most recent fiscal period. The bank will be required to submit an audited annual financial statement to the City each year of the contract period, as soon as it is publicly available. Provide the link and confirm agreement to this requirement.
- ii. Provide certification of the bank's Community Reinvestment Act (CRA) rating by its rating agency. The bank will be required to notify the City of any change in this rating during the contract period as soon as it is publicly available. Confirm agreement to this requirement.
- iii. Provide the most recent senior and subordinate debt ratings of the bank's holding company. If not rated, provide the bank's most recent four quarters rating from an independent rating agency such as Highline or Veribanc. The bank will be responsible for notifying the City within thirty

- (30) days of any change in any ratings during the contract period. Confirm agreement to this requirement.
- iv. Fully detail the insurance coverage carried (or self-funded) by the Proposer for worker's compensation and liability coverage.
 - v. 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 three (3) years.
 - vi. Please indicate whether a public entity has ever terminated a contract early with your institution for breach, and if so, please explain.

B. Customer Service and Community Service

Service is a critical element for the City and will be a primary focus of the evaluation. Describe the bank's customer service philosophy and approach to satisfying this need through the following responses.

- i. Describe the bank's philosophy of customer service. What is distinctive about the bank's approach to customer service? How will the bank satisfy the City's need for timely and effective customer service?
- ii. What role do the professionals in the local bank play to provide the City with relationship support?
- iii. What holding company support is provided (if applicable)? How are these representative support teams organized?
- iv. Is service and overall contract performance monitored at the holding company level?
- v. What is the bank's approach to service automation? How does the bank intend to support the new and ongoing automation needs of the City? How will this impact the City now and throughout the contract period?
- vi. Are there any new services planned which may impact the City? When are these planned to be available?
- vii. Is the bank offering any transition or retention incentives? Describe fully and quantify completely.
- viii. How has the bank prepared for natural or man-made disasters? What support will the bank be able to offer the City in a disaster situation to maintain stable banking functions?
- ix. The City requires the right to use a third-party auditor to review the City's accounts, collateral, transactions, and bank records at any reasonable time acceptable to the bank. Confirm agreement with this condition.
- x. What level of community service does the bank and its employees contribute to Roseville and its residents?
- xi. The bank will not be required to review or certify to a review of the City's Investment Policy, but a review of the policy is recommended. The investment policy can be found in the City's Financial Policies at the bottom of its Financial Transparency web site at:
<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8916788>

C. References.

List references from three comparable California public entity banking clients and three merchant services clients (if not a client of both services). For each reference, include the length of time under contract, a client contact, title, and email address.

D. Depository and Service Agreements, Merchant Service Agreements

Provide a copy of **all** bank service agreements, including those for the Optional Services Section, which will be required to provide the services under the contract for services rendered.

Provide a copy of the Firm's standard merchant services agreement. A separate contract will be appropriate for merchant services, as part of the overall award, and will also be reviewed before award of contract.

The City anticipates that any City changes required on the Bank agreements will be made and agreed to before award of the contract. The Depository Agreement must be agreed to in totality before award of the contract.

- i. Provide all service agreements required for provision of the banking services (including all Required and Optional Services) proposed.
- ii. Provide the agreement for merchant services.

E. Banking Implementation timeline.

The contract period will commence approximately March 1, 2023. The City recognizes that not all services and funds will be transferred on or by this date but requires that all services be available for use by that date. The City will attempt to move the majority of funds into the bank within 60 days of the start date of the contract, if feasible. All funds and services are planned to be transferred by May 1, 2023.

Defaults in promised delivery of services, without reasons acceptable to the City, or failure to meet the terms or conditions of the depository contract without remedy, shall result in an event of default or the City having the option to terminate the contract, but the exercising of such option to terminate the contract does not limit any other remedies the City may have for damages or other relief under law.

- i. Provide a proposed, detailed timeline for implementation of the contract and transition activities. Include each activity required defined by its responsible party and any assigned responsibilities. Denote any limitations or potential delay points. The timeline must reflect the number of business days required to put the services in place or the end date of when such services will be in place and available to the City.

5.0 REQUIRED BANKING SERVICES

Required Banking Services - It is the City's intent that the contract negotiated between the City and the Depository selected through this process will encompass all the services and conditions required here. Additional or Alternative Services offered by the Proposer may be included in the Section 6.0. Alternative Services is provided for the Proposer to offer new or alternative services available but not currently contemplated by the City. Optional services for the City's review are presented for response in Section 7.0.

The Required Services are minimum requirements and any Proposer refusing or failing to provide such minimal services will not be considered for selection as the Depository.

A. Account Structure

A listing of the nine current accounts and services currently in use is found on ATTACHMENT A - Proposed Banking Fees (One by account Group and one for the total relationship). The City may be required or may desire to open additional accounts or close/change accounts during the contract period. Any new accounts shall be charged at the same contracted amount.

Under this contract, the City will require the option to determine to pay for services on a fee or compensating balance basis. It is anticipated that the City will initiate the contract on a fee basis with rates rising. The City wants all its funds to be continuously earning at the best, then-current market rates and is therefore using a sweep mechanism. The sweep is currently to commercial paper but a money market mutual fund striving to maintain a \$1 NAV will be considered.

Changes in interest rates will dictate the City's choice of payment methodologies on an ongoing basis. An automated, daily sweep to a AAA-rated money market mutual fund or commercial paper, if applicable and competitive, should be proposed in order to reach full investment goals and to minimize collateral requirements and balance-based fees.

If a money market fund is being proposed, the fund must be rated AAA by at least one nationally recognized rating service and must strive to maintain a \$1 NAV. If commercial paper is to be used for the sweep the paper must be rated A1/P1 or better. Neither a repurchase agreement nor an off-shore account of any type is acceptable as a sweep investment vehicle.

- i. Describe the bank's ability to provide a ZBA-Master sweep structure. Can the bank sweep from individual accounts or must the sweep go through a master account? How is interest applied in each structure? Indicate your recommended structure.
- ii. What is proposed as the sweep vehicle? (IntraFi will not be considered as a sweep vehicle.)
- iii. How will sweep activity be reported? On a detailed, daily basis or summarized on a monthly basis and how are these reported on the statement? Is a separate sweep account report available for the transactions? Define and provide a sample of the reporting for the sweep.
- iv. Will interest from the sweeps be applied at the account level if the sweep is from the individual accounts?
- v. If it is proposed, provide the prospectus for the money market sweep fund. A AAA-rated, SEC registered fund striving to maintain a \$1 NAV must be utilized for the sweep.
- vi. If the Bank cannot provide a sweep mechanism, or if alternative account types are proposed for the accounts, describe the account structure proposed including the type of accounts (interest bearing, money market, ZBA, etc.) along with the overall account structure.
- vii. The City expects highly competitive rates on all demand accounts and the ECR. If not a managed rate, for interest bearing accounts based on an index, provide the index.
- viii. Is the sweep processed as the last transaction of the day? If not, please describe.
- ix. Complete the following table with the rates for each category for the last twelve months and the current rate.

Type	Past 12 Months	Current Rate
ECR	%	%
Interest Bearing Accounts	%	%
Money Market Accounts	%	%
Sweep	%	%

B. Automated Cash Management Information Access

The City requires a single portal, web-based cash (treasury) information management service with prior and intra-day reporting. The City requires a high degree of automation within all service areas. Imaging of all checks, access and image retention is required. Imaging of paid items, deposit slips and deposit items also is required. Statements and account analyses should be available in electronic form along with access to archived information.

The City requires timely access to downloadable information for the City's accounting software (Oracle Fusion Cloud) for reconciliation and posting purposes.

Minimum on-line services must include balance reporting, lockbox, stop pays, ACH, positive pay, account transfers, and wire transfers. Daily balance reporting should include detail on all transactions with summary reporting on closing ledger and collected balances along with one-day float, at a minimum.

- i. Provide a link to the bank's online service portal and a demo sign-on.
- ii. Fully describe the bank's on-line service capabilities and systems, with examples.
- iii. Describe your search capabilities for historical transactions and reports as well as the ability to retrieve and download historical images.
- iv. Are all reporting processes and services web-based? Is paper back-up from the City needed on any type transactions?
- v. Does the bank currently provide banking services to other entities using the Oracle Fusion Cloud ERP system? Provide two public references using the Oracle Fusion Cloud including contact information.
- vi. Do the bank's systems include a cash forecasting module or capability?
- vii. Detail the availability and level of prior day and intra-day detail and summary reporting. When is prior day information available? Is intra-day information real-time or scheduled throughout the day for certain data?
- viii. Define all transaction and summary history access/retention features.
- ix. Can customized reports draw across reporting modules and activities? Describe the cross functionality features.
- x. Describe back-up procedures available to the City with any interruption in the automated system delivery of information or transaction input functions.
- xi. Describe provisions for off-site backup and continuation of services in local or regional disaster situations.
- xii. What mobile services are available? Describe.
- xiii. Describe all security protocols for online and mobile services.
- xiv. How and by whom is the administration of the security module established and maintained?
- xv. What are the hours of available technical support? Where is the technical support located? How is support provided?

C. Collection and Deposit Services

Standard commercial deposit services are required for certain accounts. Currently, geographically separate City departments make a daily deposit to Finance which then consolidates for one deposit delivered by armored car. The City does currently use one remote deposit scanner in the utility billing location. The City may consider additional sites under this contract.

Currently, the City contracts with Brinks armored car service under a separate City contract. The service makes multiple pickups at various departmental locations and then deposits all the deposits to City Hall. A consolidated deposit to the bank is made from City Hall. This process may be slightly altered to reduce float using location identification (on deposit slips) and location reporting through the bank, if available. The service is not paid for through the account analysis and the contractor may change during the bank contract period. Initially the City anticipates continuation of one business day deposit by the armored car service, but will evaluate possible changes. Deposits include checks and coin/currency. Change orders are currently sent to the City through the local branch by armored car but could be changed to online change orders.

The City acts as its own lockbox for utility payments which could change if the image lockbox optional service is implemented.

All check deposits are batched with tapes attached. Coin/currency is not rolled nor strapped. The City currently uses web-based utility payments through Invoice Cloud to collect credit card utility payments. The software aggregates transactions and then transfers data daily directly to the merchant services provider (currently Paymentech Merchant Services).

All deposits received by the bank's established deadline must be processed same day. Immediate verification is not required. The bank shall guarantee immediate credit on all incoming wire transfers, on-us items, and security maturities and coupons. All other checks clearing will be based on the bank's published availability schedule or remote processing schedule. Failure to timely credit the account will require payment reimbursement to the City at the then-current Fed Funds rate.

The City uses a 31-digit code on its deposit slip number in the MICR encoding to track deposits for reconciliation. Deposit tracking will be required under the new contract to speed deposits and improve deposit reporting.

The City does not currently utilize re-presentment of checks through ACH (RCK) but may consider its use during the contract period. Checks are currently represented automatically twice.

- i. What e-receivables programs does the bank have available? How would you suggest the City work into more e-receivables processing?
- ii. What is the bank's daily cut-off time at a local branch and vault?
- iii. Must deposits be made to a vault? If so, where is the vault located? What delay may occur with vault deposits or transfers? Describe the process if the vault is not located in Roseville. Where is the vault located?
- iv. Does the bank provide deposit location tracking through coded deposit bags or on coded deposit slips? Describe fully. Do daily online tracking reports include activity by location? Are all deposits designated by location and tracked as such through the reporting? Provide sample reports for location tracking on deposits.
- v. Does the bank require or prefer strapping and rolling? Are there cost options/benefits for separating cash and checks? Coin and check? Strapping/rolling?
- vi. Is there any limit to the number of deposits in one deposit bag? Are these handled as separate advices?
- vii. When are credit/debit advices sent to the City from the deposit locations? Are these advices sent electronically? (Preference will be given to electronic delivery.) Are images of originals provided with each advice?
- viii. Does the bank have any program to actively assist the City with collection for vendors or ongoing repetitive citizen payments preferably through ACH?

- ix. How does the bank handle discrepancies in deposit amounts? What dollar limits are used for decisioning? What settlement process is followed?
- x. How and when does notification of return items take place? List the elements reported.
- xi. Does the bank provide e-lockbox services? Describe fully. The City currently uses an E-Box service to facilitate collections. The service handles an average of 13,000 items per month.
- xii. What type deposit bags are used or required? Are these available from the bank? At what cost?
- xiii. Are dual verification security measures used on all receipt of deposits (immediate and post) at each deposit location?
- xiv. May deposits or credits be delayed for any reason? Describe.
- xv. If provisional credit is given on deposit before verification, when does verification occur?
- xvi. How much advance notice is required on coin and currency orders? Can orders be placed on line? Is there any minimum purchase requirement? What is the turn-around time on orders?
- xvii. Include a list of all the bank's deposit locations .
- xviii. Does the bank offer RCK (Re-presentment of Checks) with reissuance as an ACH debit? Describe.

D. Remote Electronic Check Acceptance

The City does currently use remote deposit for an average of 14,000 items per month and will continue this service for deposit of both consumer and commercial checks at the Utility Billing location. The City is anticipating the implementation at additional locations.

- i. Describe the bank's process and capabilities for remote capture. Describe equipment needs, capabilities, and limitations. A web-based system is required.
- ii. Does the bank provide remote deposit processing currently? Give two comparable public agency references including a contact name and number.
- iii. What is the final cut-off time? Are there any limitations on batch size or number of transmissions per day?
- iv. If a check is accepted and subsequently returned by the bank NSF, define the process.
- v. What options does the City have in scanners for use with the process in various volume locations?
- vi. Is the scanner equipment available through the contract: purchase or lease? List the equipment required along with its approximate cost(s).

E. Standard Disbursing Services

Standard disbursing capability for all disbursing accounts is required. Payment of all City checks without charge upon presentation especially for City employees is required. Checks are currently being written on the various accounts. The City requires positive pay services with payee name verification.

The City does not currently use integrated payables, electronic payables or virtual cards. The use of ACH has been limited for vendor payments and approximately 320 vendor checks are written weekly. Additionally checks are used for water utility refunds. The City prints its checks on blank check stock.

The City currently uses (250-300) purchasing cards from a separate vendor which may change under this contract, with average monthly spend of \$300,000 and 1,200 monthly transactions.

The City does not have a mandatory direct deposit policy but actively encourages its employees to move to direct deposit. Currently, 96% of the average 1,300 employees use direct deposit. Manual payroll checks are also occasionally written. Pay cards are not currently used.

- i. When is daily check clearing information available online through intra-day reporting? How long are transaction details maintained online?
- ii. Does the bank image all paid checks?
- iii. Describe any payment consolidation services (e-payables) available. What data transfer options are available for payment consolidation systems?
- iv. Define and illustrate the payee information provided the City for single and multiple payments.
- v. Describe the handling of exception or non-standard items through the payment consolidation process. Describe the error tolerance limitations and subsequent handling requirements.
- vi. Describe any options available for ease of check reconciliation.
- vii. Describe any virtual or SUA card programs available.

F. Stop Payments

The City currently averages 7 stop pays a month. An initial minimum of six months for the stop pay period is required. Currently the City has automatic renewals in place for all stop pays. An automated input process is required.

- i. Describe the stop pay process and any bank policy on stop pays.
- ii. How long is the initial stop pay? How long are the renewal periods?
- iii. How is a stop pay renewal or cancellation accomplished? Is a new stop pay required?
- iv. What is the deadline for same day action?
- v. Will the on-line system verify if the check was cleared before accepting the stop pay?

G. Positive Pay and Reconciliation

Positive pay is required on check writing accounts with payee verification. The City requires positive pay services with complete indemnification for fraudulent checks. The proposal must provide a fully automated and web compatible transmission process. Check register transmissions will be made as part of each check run. Manual check information must be able to be input and transmitted online.

The City requires that positive pay files be immediately applied and distributed to all tellers.

The City has three accounts with full reconciliation combined with payee positive pay services on two of the accounts. An average of 1,534 positive pay items are processed monthly.

- i. Describe data transmission file and timing requirements for posting check registers. Are file transmissions charged by file by detail item or both?
- ii. Is positive pay input for manual checks available on-line? Describe fully.
- iii. Is exception reporting and handling managed totally online? Describe.
- iv. At what specific time is positive pay exception information reported to the City? How is notification made? Is email notification available or must the City sign-on and check for exceptions?

- v. At what specific time is the positive pay response required for City exception elections?
- vi. Does the bank have payee positive pay? Describe.
- vii. Does the bank review and scrub exceptions such as encoding errors for possible repair before creating a City exception item?
- viii. Are all checks, including those received over-the-counter by the tellers, verified against the positive pay file before processing? How often is teller information updated? If not verified, what are the process, liability, and security on OTC transactions?
- ix. What is the bank's liability policy for fraudulent checks hitting the positive pay accounts?
- x. Can the bank provide fraud control paper check stock?
- xi. Describe your partial and full reconciliation services.
- xii. Describe your deposit reconciliation process and reports.
- xiii. Describe transmission file requirements.
- xiv. Is the bank currently able to create reports showing pending transactions which would then require further approval by City staff to upload to the City's system?
- xv. When are reconciliation reports available? Are they online and downloadable? How long are they maintained online? Do they contain images of checks?
- xvi. Provide samples of full reconciliation reports.
- xvii. Can the bank create a 'Post No Checks' block on accounts? Describe.

H. Wires and Internal Transfer Services

The City currently uses ACH rather than wires whenever possible but has approximately 43 outgoing and 10 incoming wires each month and an occasional international transaction. Most outgoing wires are non-repetitive and all are input online. Online input is required and online monitoring is preferred. The City uses wires for power purchases and paying agent transactions currently.

Incoming wire transfers must receive same day credit. Wire initiation and release must be available online. The City will require compensation for delays caused by bank errors at that day's Fed Funds rate.

- i. Can all wires and international transactions be initiated and monitored on-line?
- ii. Can repetitive templates be created and stored? Is there a template storage fee?
- iii. What level of security authorization/release do repetitive or non-repetitive wires require? Is authorization for repetitive and non-repetitive the same?
- iv. Is future dating of wires and transfers available? How far in advance?
- v. State wire access, posting, and cut-off times.
- vi. State the bank's policy on the use of ledger balances for outgoing wires in anticipation of scheduled activity or incoming wires.
- vii. Can internal account transfers be processed totally on-line?
- viii. Are book transfer debits/credits all handled online?

I. Optical Imaging

In an effort to reduce paper handling and storage, the City is focused on imaged documents. An average of 9,500 deposited items are stored monthly.

- i. Describe the bank's optical imaging services and list all the items captured along with their retention schedules.

- ii. What images are available on-line? When? How long are images available on line?

J. ACH Services

ACH service is currently used for payroll direct deposit (for 96% of an average 1300 total employees). The City also uses a direct debit draws for approximately 2,300 utility payments per month. The water utility bills on a daily cycle. ACH is used for some vendor payments and the City plans to expand this use. The City requires pre-notification and filters/blocks on all accounts.

- i. Is ACH service available for online individual transactions as well as file transmission? What are the cut-off times for each?
- ii. Describe how individual ACH transactions are input online? What security features are in place?
- iii. What is the policy and process for handling of ACH returned items?
- iv. Can ACH items and files be future dated?
- v. What specific filters and blocks are available on the accounts? Define and describe all your fraud filter and block options.
- vi. What policy, process and time requirements exist for file and item reversals and deletions?
- vii. Are ACH addenda shown in their entirety on-line and on detail reporting, reports and statements? How many characters are on the trailer file? Is the entire trailer printed on reports and statements? Does this require additional EDI or other service or access?
- viii. The City will require pre-noting. Is the pre-note charged as a standard ACH transaction?

K. Safekeeping/Custody Services

All City investments will be made by the City Finance Department or its investment adviser and written instructions for settlement will be given to or transmitted to the bank safekeeping area by an authorized individual. The bank will be required to provide book-entry safekeeping services through the bank or a correspondent. Correspondent processing is not preferable.

All securities must be cleared on a delivery versus payment (DVP) basis and ownership clearly and timely documented by receipts. All interest payments and maturities shall be given immediate collected credit.

The City anticipates an average of between 160 book entry securities in safekeeping at any time with an average par value of \$775 million in FRB or DTC safekeeping. Ownership of the securities must be perfected and evidenced by an original safekeeping receipt or access to online information directly to the City within one business day.

The bank's brokerage services will not be used for investment purchases in order to perfect DVP. Certificates of deposit may be purchased from the bank but these will be on a competitive basis.

- i. Is online trade input available?
- ii. Is online settlement monitoring available? Describe all options.
- iii. What safekeeping relationship is proposed? Will safekeeping be done in the bank or in a subsidiary or correspondent? Fully describe the transactions and relationship.
- iv. Identify any correspondent bank used for custody.
- v. If a correspondent is to be used, define the process and confirm same-day crediting/debiting on all transactions. Describe any additional City actions required.

- vi. Are safekeeping fees hard charged or available through the account analysis?
- vii. The City desires call and maturity notification. How and when can this be provided?
- viii. Will a security clear if incoming wires are expected where a wire number can be provided?
- ix. Are notifications sent on all transactions (purchase, sale, calls, and maturities)? When and how?
- x. What time are delivery instructions required? Is this a firm cut-off? Is there a fee charged for late instructions.

L. Collateral Requirements

The City requires a bank that is fiscally strong and able to provide the services described on an uninterrupted basis. As public funds the City falls under provisions of the California Government Code Title 5. Collateral will be in place at least two (2) days before any funds are transferred.

The bank will be responsible for the pricing of securities and daily monitoring and maintenance of margin levels. The City may minimize collateral costs through use of the sweep mechanism.

- i. Confirm agreement to the California collateral conditions noting any detailed exceptions to each.
- ii. Will there be a fee for collateral?

M. Account Analysis

A monthly account analysis report shall be provided for each account and on a relationship basis.

- i. Provide a sample account analysis.
- ii. State how and when the analysis will be available each month.
- iii. Is the analysis provided online?
- iv. How long is the analysis maintained on-line?

N. Monthly Statements

The bank shall provide monthly account statements on individual accounts and on a relationship basis. All accounts are on a monthly cycle using the calendar month as cut-off. Timeliness of reporting is critical.

- i. Provide a sample statement.
- ii. When and how are statements available? Are statements provided online?
- iii. When is the statement available online?
- iv. How long are statements maintained online?

O. Account Executive

To insure smooth contract implementation and continuation, a specific account executive and back-up must be assigned to the City account to coordinate services and expedite the solution of any problem. The account executive should meet with City staff semi-annually on banking matters at a minimum.

- i. Provide the outline for the client support structure to be provided to the City by the bank. What level of support is available from local representatives?
- ii. Explain how the proposed client support level will address problems and promote ongoing communications on a timely and efficient basis.
- iii. Is there a protocol and/or system for monitoring and providing solutions to individual problems?
- iv. Provide the names and titles of the proposed account executives as well as their locations.
- v. What kind of technical support is available after business hours and on weekends?

P. Overdrafts

Every effort will be made by the City to eliminate net aggregate daylight and overnight overdraft situations.

- i. State the bank's policy regarding aggregate overdraft charges and the fees, if any.

6.0 ADDITIONAL OR ALTERNATIVE SERVICES PROPOSED

Alternate Banking Services - The City is always investigating new processes to streamline and improve internal operations. The proposer should use this area, if desired, to illustrate any alternatives and new services which it feels would benefit the City.

7.0 OPTIONAL BANKING SERVICES PROPOSED

Optional Banking Services - The proposal must include a response to each question in this section and all fees associated with the services must be shown with fee proposal. If the service is not available, respond as "Not available".

The City continually investigates new services for use and possible inclusion under its banking services contract. The following services are not currently required but will be evaluated in terms of availability, feasibility, service levels, services provided and charges for current, or future, use under the contract.

The City will make its determination during the contract period as to whether a particular service will be used. If the service is initiated later in the contract period the services and charges stipulated in this proposal will be applied. If the bank currently does not offer the service but is planning to offer the service during the projected contract period, it should so stipulate along with the anticipated date of activation.

A. Commercial and Purchasing Cards

The City currently uses (250-300) purchasing cards from a separate vendor which may change under this contract, with average monthly spend of \$300,000 and 1,200 monthly transactions.. These may be assigned to specific individuals or be used by a defined group.

- i. Describe the bank's program for (a) commercial credit cards and (b) purchasing cards for issuance to specific individuals or for general use by an institution.
- ii. What controls are available?
- iii. What reporting is available? Is all reporting web-based?
- iv. What are the payment requirements?
- v. Is there an annual fee? Are there any additional fees?
- vi. Does the card provide for a rebates? On what basis?
- vii. Can these cards be assigned to an individual but tied to the City?

B. Lockbox

The City currently does not use any external lockbox service for receipt and collection of bills or other receivables. The work is performed by City staff. Consideration is being given to a lockbox service which could be used to collect payments and transmit daily files with detail for downloading to City customer files.

The current utility remittance document is shown below. The account number is up to 12 digits (all numeric). The utility currently processes 7,000 physical check payments mailed monthly with a monthly billing cycle.



CITY OF ROSEVILLE
UTILITIES ACCOUNT SUMMARY
Customer Name: RESIDENT

Billing Inquiries 24/7: 916-774-5300
Electric Outage Hotline: 916-774-5428
Water Outage Hotline: 916-774-5750

Account Number	Service Address	Bill Date:	Due Date:	Page:
5555555	123 Roseville Way	05/17/2022	06/15/2022	1 of 2
Previous Balance	Payments	Balance Forward	Adjustments and Fees	Current Charges
\$163.09	\$163.09	\$0.00	\$0.00	\$160.52
				Account Balance
				\$160.52

05/14/2022 Payment \$163.09

Balance Forward \$0.00

Electric \$50.37

Water \$34.23

Wastewater \$44.86

Solid Waste \$31.06

Utility Charges \$160.52

Account Balance \$160.52

Current Charges due on or before 06/15/2022

Late Payments are subject to a 5% late fee

NEW DROPBOX LOCATION

The Utility Billing dropbox located in front of the Civic Center has been moved. It is now located on South Grant St. near the new Utility Billing Customer Service Center. You can find it on the walkway from the parking garage where it meets the sidewalk on South Grant.

Return this portion with your remittance. To pay by phone or for account charges, please call (916) 774-5300 or view and pay your bill online at www.roseville.ca.us/billpay

City of Roseville Utilities
116 S. Grant Street Ste. 100
Roseville, CA 95678

Account Number 5555555
Billing Date 05/17/2022
Account Balance \$160.52
Current Charges due by 06/15/2022
Amount Paid \$

606 1 AV 0.426 *** AUTO 5-DIGIT 95678
RON0518A *** 7000000649 00.0005.0259 606/1

RESIDENT
123 Roseville Way
ROSEVILLE CA 95678-1603

CITY OF ROSEVILLE
P.O. BOX 619136
ROSEVILLE, CA 95661-9136

0000555555000001605207

- i. Describe the proposed lockbox service. Describe the work flow and processing of payments at your facilities.
- ii. When and how is information available daily?
- iii. Describe the potential implementation timeline. When could the lockbox be implemented?
- iv. What level of technical assistance would be given to the City to implement the lockbox and design or redesign the remittance document?
- v. Where is the lockbox facility located? What city would be used for the remittance address?
- vi. When is mail collected and delivered to the facility? How many times daily? How many hours of operation each day?
- vii. Is all remittance information captured and reported? Describe.
- viii. Can the lockbox handle credit card remittances?
- ix. Describe the major components of your quality control checkpoints.
- x. Is image processing currently in place? Describe. Are there imaging costs for each item (check and remittance document)? Is there a separate fee assigned for the transmission of images?
- xi. Will mail be processed on all shifts including weekends?
- xii. Is there a formal procedure for responding to and correcting errors and problems? What is the average response time.
- xiii. Provide the names, contact names and telephone numbers of at least two comparable public lockbox clients.
- xiv. In the case of system failure, what are the back-up arrangements for processing? Are any delays expected in this situation?
- xv. Describe the data transmission format and provide a sample reports created Is their full MICR capture?
- xvi. What are the transmission times when information is available on the daily deposit(s)? Intra-day? How is the information made available?
- xvii. Who is responsible for handling adjustments and error resolution? How?

8.0 REQUIRED MERCHANT SERVICES

8.1 Required Merchant Services - The minimum qualifications required of Proposer with respect to its Merchant Services are:

- Must provide end-to-end Merchant Services including credit and charge transaction authorization, routing and settlement for all major credit card brands and debit cards, gift cards, and other payment options.
- Must provide PIN-based debit card processing services including access to all major debit card networks. The City does not currently accept pin-based debit transactions.
- Must be able to process individual card transactions ranging from a minimum of \$1.00 to a maximum of \$100,000.
- Must provide gross settlement using ACH to a designated City depository account no later than forty-eight (48) hours after the payment and credit records have been batched and transmitted.
- Must have online reporting capabilities that will produce at a minimum daily/monthly summary reporting by Terminal ID and/or Merchant ID location:
 - Total sales and transaction count by card type
 - Average size by card type
 - Total disputed charges by card type

- Must provide a detailed invoice for services on a monthly basis for all transaction costs (processing fees and other fees) associated with the payment and credit records processed. Sufficient back up documentation to support all costs invoiced, including breakout by Merchant ID, card type, transaction type, gross sales, returns, net sales, and transaction counts must be provided with the invoice.
- Must continuously comply with Payment Card Industry (PCI) Data Security Standards (DSS) and work with the City to assure compliance by the City.
 - Must provide detailed documentation of PCI requirements of the City.
 - Must provide a secure portal for uploading PCI requirements for the City.
- Must be able to provide a twenty-four (24) hour seven (7) day a week help desk for customer assistance to City departments.
- Must have the capability of servicing and/or replacing any non-functioning hardware within one business day after the City reports the problem.
- Must be able to provide electronic check processing services detailed below:
 - Electronic check conversion at the point of sale
 - Internet initiated check debits
 - Check guarantee/verification
- Must perform such other functions normally contemplated to be the function of a Merchant Service Provider.
- Must provide initial and on-going training to City personnel as required related to payment and credit/debit card processing requirements, charge backs, accessing reports and transaction data, equipment, PCI changes, and/or other processes and procedures which may be required.
- The Respondent's software/interface and/or platform(s) must have the capability of processing and accommodating various point-of-sale third party software applications and multiple merchant accounts, to include the City's current point of sale software Active Network.
- Must work with the City to implement new gateways involving third party software applications and provide interfacing and conversion strategies as applicable and required.

Respond to each of the following questions:

- A. Firm Stability and Background
 - i. Describe the Vendor's background as a merchant services provider including major lines of business and name, number and location of divisions or operating units. Provide a brief history and background.
 - ii. Is a third party used for any other segment of the service?
- B. Firm Competitive Position and Future Commitment to Providing Services
 - i. What differentiates the Vendor and its service from that of other Vendors?
 - ii. Explain the firm's representation on MasterCard or Visa boards or committees.
- C. References and Current Client Base
 - i. Specify the category and number of customers and merchant accounts for which the Vendor is currently providing merchant services. What was the total transaction count and dollar amount processed in 2020-2021?
 - ii. What is the daily average number of transactions currently processed? What is the maximum daily processing capacity?
 - iii. Where are the processing centers? Is the processing structure designed for redundancy?
 - iv. How would the City rank in volume among your customers, given the current number of transactions?

- v. Provide the names, email addresses and phone numbers of two public agency references with comparable volumes and communication capabilities who are currently using the card processing services. Please select a mix of long-standing and recently acquired customers.
- D. Relationship Representatives
- i. List the names, titles, and location, of the primary relationship representative(s) that would be directly involved in and responsible for the contract and its implementation.
 - ii. Describe the relationship management team's functional role and responsibility.
 - iii. What is the expected turn-around time on issue resolution?
 - iv. How often will the primary representative(s) meet with the City to assure that it is receiving the lowest discount/interchange rates?
- E. Card Acceptance/Interface Processing
- i. Does the Vendor support all major payment types, debit cards, gift cards, corporate cards, and other emerging options? Does support or cost vary for any of these?
 - ii. Describe the hardware necessary for acceptance of credit and debit cards for all types of transactions.
 - iii. Can the Vendor use the equipment currently owned and used by the City (Ingenico model iSC250 and Verifone models-VX520 and VX820)? If not, what equipment will be required?
 - iv. Does the Vendor provide the equipment on a lease or purchase basis? Describe the equipment maintenance plan on leases. What is the turn-around time on repairs/substitutions on leased equipment? What supplies will be provided under a maintenance contract, if utilized?
 - v. Describe software necessary for acceptance of credit and debit cards on all transaction types.
 - vi. Describe interface requirements and compatibility issues.
 - vii. The City uses Active Network for Parks, Recreation and Library services, as well as Converge, ACI, Daycare Works and Invoice Cloud, for the web-based payment options currently. Can the Vendor process transactions from this and various gateways? Describe.
 - viii. Indicate all payment gateways currently supported. What fees are applicable on setup?
 - ix. Describe the process to add additional third party gateways after initial implementation.
 - x. Describe telephone authorization options in the case of communication failures.
 - xi. How is PCI compliance tested and confirmed? How are merchants certified?
 - xii. What actions are taken to prevent our transactions from falling to a non-qualified category?
- F. Authorization Processing
- i. What authorization methods are supported and recommended?
 - ii. What are the procedures to reverse/recall an incorrect authorization?
 - iii. Describe any limitations on processing such as assigned “windows” for obtaining authorizations or settlement, number of files allowed per day, the number of transactions and/or dollar limits per file, or dollar amount per transaction authorized and settled?
 - iv. Does the Vendor maintain direct authorization and settlement links to the various card organizations, or utilize a third-party network for authorizations? Is your firm introducing to a direct processor or is it the direct processor?
 - v. Do merchants incur any monthly access fee to connect to the authorization network?
 - vi. Provide average response times for web and dial-up authorization methods for both peak and normal periods.
- G. Settlement Processing
- i. Describe the settlement process.
 - ii. Is all funding next day? Describe.

- iii. What is the daily cut-off time for sales transactions to be transmitted to meet settlement deadlines?
 - iv. Is settlement made by ACH or Fed wire? Can settlement details be passed on ACH addenda?
 - v. Do you allow for multiple settlement accounts by merchant?
 - vi. How will settlements appear on the City's bank statement?
 - vii. What level of transaction detail is available?
 - viii. Are settlements on gross amount and fees charged monthly?
- H. Ticket Retrieval and Chargebacks
- i. Describe the ticket retrieval request process along with turnaround times. Is this all online? Does the Vendor support full document imaging?
 - ii. What is the process for ticket retrieval? State the average elapsed time from receipt of a retrieval request to merchant receipt.
 - iii. Define the chargeback cycle. What percentage of chargebacks is currently handled without merchant involvement? Does the firm have a standard rule-based logic to facilitate dispute resolution processing?
 - iv. Does the Vendor have a designated contact person and department to specifically manage chargebacks?
 - v. What chargeback reporting is available?
 - vi. Are chargebacks and adjustments netted from daily proceeds, or are they debited separately?
 - vii. When will the City receive notification for chargebacks?
 - viii. Does the firm have the capability to archive and retrieve transaction information? What information is stored and for what period of time?
- I. Debit Card Processing
- i. Describe the debit card processing capabilities.
 - ii. Describe the firm's PINLESS debit card processing.
 - iii. Are debit card transactions routed automatically to the lowest cost network?
- J. Technical System Capabilities
- i. Is the firm's processing software CPS (Custom Payment Service) compliant?
 - ii. Does the firm's software provide for integration in interface alternatives (such as XML, SOAP, Java, C++, COM, Perl, etc.?)
 - iii. What is the process for handling test transactions? Are test cards provided and if so, what types? Is the testing system separate from live operations?
 - iv. Outline the security measures in place for the protection of data transmitted for processing. Are all the major verifications available (CVV for Visa, CID for AMEX, and CVC for MC)? Do you support CVV2 (Card Verification Value 2)?
 - v. Describe smart card transactions if it differs from other standard credit card transactions?
- K. Transmission Issues
- i. Describe the monitoring and notification process if a transmission fails.
 - ii. Does the processing system identify and eliminate duplicate transactions automatically?
- L. Security
- i. How are PCI compliance initiatives handled? How do you qualify merchants?
 - ii. How are clients made aware of new PCI initiatives and general information?
 - iii. What PCI training is available for IT and merchants' staff? Are there charges for these services?
- M. Disaster Recovery

- i. Is there a continuity plan for processing systems and platforms in a natural or man-made disaster situation? Describe local and system-wide back up and redundant systems.
- ii. What is the expected time frame to become operational should a catastrophic event occur at a merchant site?
- iii. What is the up-time percentage the last two years?

N. Information Reporting

Complete and timely online reporting is a critical factor. The City requires full online reporting and download capabilities including the ability to define and sort information at various levels. Reporting should be comprehensive and allow for customization. The firm should make every effort to fully describe and illustrate the reporting capabilities in their response. A link to the system is preferable for evaluation.

- i. Describe all reports available. Provide a sample of each detail and summary report available or a link to sample reports online. Are all reports available online?
- ii. Describe the daily and/or monthly reports available to the merchant and the City (for the overall relationship) for reconciliation purposes.
- iii. What is the delivery time frame for reports and statements?
- iv. Are reports archived? For how long? Can all reports be downloaded?
- v. Is historical information regarding sales, refunds, and chargebacks maintained in a database for access by the merchant? For how long?
- vi. Describe how multiple merchant numbers are reported and the flexibility afforded the merchant for customizing the reports. Can the City “roll up” multiple specific groups for reporting independent of other groups?

O. Implementation

- i. The agreement implementation target date for these services is March 20, 2023.
- ii. After initial implementation, how are new merchant accounts established?
- iii. How are updates of PCI and industry-related rules or regulatory changes distributed?
- iv. The City currently goes directly to the PCI Compliance site to get certified. What comparable PCI compliance tools are provided by the vendor? Is this part of the contract?
- v. What if any reprogramming fees will be necessary concerning equipment owned by the City?
- vi. What changes will be necessary for replacing, if applicable, gateways owned currently by the current provider?

P. Customer Service

- i. Is customer service available 24/7? How is it provided?
- ii. Describe the promotional support you provide. Are there any costs for this support?
- iii. Describe the firm’s customer service organizational structure. Will a specific customer service representative be assigned to handle this account?
- iv. Does the firm schedule periodic meetings with customers to review the service?
- v. Does your system identify and eliminate duplicate transactions automatically? Describe process.
- vi. Does the firm offer processing solutions to perform (a) deferred billing, (b) installment billing and (c) recurring billing?

Q. Pricing and Contracts

- i. Describe the firm’s overall pricing structure. Is the firm offering a fixed cost plus surcharges fee or an interchange plus fee?
- ii. List all of the firm’s possible “non-qualified surcharges” categories on the cost proposal (such as reward card fees, etc.)

- iii. When are discount fees deducted from the DDA account? Are discount fees calculated on gross or net sales?
- iv. Are order charge slips, signs and other supplies available? How are the orders handled? What is the normal shipping time?
- v. How are customers notified of association price adjustments?

9.0 ASSURANCE OF PRIMARY DESIGNATED PROJECT TEAM

Proposer shall assure that the designated primary project team, including sub-institution or sub-contractors (if any), is used for both the banking services and merchant services sections of this project. Departure or reassignment of, or substitution for, any member of the designated project team, sub-institution (s) or sub-contractor(s) shall not be made without the prior written approval of the City.

- i. Confirm that designated project teams will be, as much as practically possible, stable on both banking services and merchant services.

10.0 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 general information that a proposing Institution wishes to include that is not specifically requested should be included in an appendix to the proposal.

Institutions are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Unauthorized conditions, omissions, limitations or provisions attached to a proposal may render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

Preference is for electronic submissions. If provided via regular mail, the proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

10.1 **Cover Letter** with the following information:

- Title and number of this RFP
- Legal Name and Mailing Address of Institution (include physical location if mailing address is a PO Box)
- Contact Person, Telephone Number, Fax Number, and Email Address for all RFP questions
- A statement that the submitting Institution will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).
- The letter should be signed by an individual legally authorized to bind the institution.

10.2 **Signature Requirements** - The attached Proposer's Certification (**Attachment C**) shall be executed by an official(s) legally authorized to bind the Institution which states that the proposal

is valid for ninety (90) days. Note: This is ninety (90) days following the closing date for the submission of 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.

10.3 Response to Questions Sections 4.0 through 8.0

Complete responses to each question in Sections 4.0 through 8.0 should be made in the order requested and include all pertinent information to fully answer each question.

10.4 ATTACHMENT A - Completion of Proposed Banking Pricing Form

Attachment A is provided for proposed banking fees. Fees required by your institution to provide each service must be included on the Attachment (not simply on a pro forma). If additional categories are required by your institution then they should be added in the appropriate service section on the Attachment. All fees required by the bank to provide the required services should be shown on the Attachment and if additional fee categories are established by your institution these should be added into the sheet and priced accordingly.

The historical monthly usage averages for each fee category as defined by the current banking institution are provided in the hidden columns C through N. The Attachment is being provided in an Excel format to facilitate its completion.

Any Alternative or Optional Service being proposed should also be added to the Attachment with appropriate per item costs.

10.5 ATTACHMENT B – Completion of Proposed Merchant Services Pricing Form

Attachment B is provided for proposed Merchant Services fees. Monthly volume and dollar histories are shown. If additional categories are required by your institution then they should be added in the appropriate service section on the Attachment. The Attachment is being provided in an Excel format to facilitate its completion.

All fees required to provide the required services should be shown on the Attachment and all additional fee categories should be added into the sheet and priced.

10.6 Required City Statements/Documents –Provide written statements of assurance regarding the following requirements in the proposal:

- Assurance of Designated Project Team for non-substitution for the designated members of the team without approval by City staff (**Section 9.0**)
- The absence of a conflict of interest (**Section 14.9**)
- Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the Primary Banking Services Agreement (**ATTACHMENT D**) (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 14.15 and 14.28).

Submit the following documents with proposal:

- Proof of registration with California Secretary of State
- Executed copy of Proposer's Certification (**Attachment C**)
- Executed copy of Non-collusion Declaration (**Attachment E**)

- 10.7 **Exceptions** –Provide any and all written proposed exceptions, alterations or amendments to the Scope of Services or requirements of this RFP, including the sample agreement (Attachment D). The nature and scope of the 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 institution.

11.0 SUBMITTAL INSTRUCTIONS

- 11.1 Your submittal package shall include the following:

- **One (1) original and four (4) printed copies** of your proposal; and
- **One (1) electronic copy** of your proposal in PDF format on flash drive.
- **OR**
If submitting your proposal via electronic mail, then send one (1) electronic copy of the proposal via email to cityclerkroseville@roseville.ca.us.

- 11.2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP and in Section 2.0. If mailing the proposal, then it shall be submitted in a sealed envelope or container and clearly marked with the RFP title on the outside of the parcel. **Complete and attach the "Sealed Proposal" label (ATTACHMENT F) to the outside of the envelope or package containing your proposal.**

- 11.3 Proposals shall be delivered to:

City of Roseville
Attn: City Clerk Department
311 Vernon Street
Roseville, CA 95678

Or electronically mailed to: cityclerkroseville@roseville.ca.us

- 11.4 The City shall not be responsible for proposals delivered to a person or location other than that specified herein.
- 11.5 Postmarks will not be accepted and proposals received after the deadline date and time will not be accepted or considered. **No exceptions.**
- 11.6 The City reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.
- 11.7 All costs associated with proposal preparation shall be borne by the proposer.

12.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s).

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Experience and qualifications of firm and proposed staff/sub-institutions/sub-contractors (per Sections 4.0)	25
B. Understanding of the Project – Proposed Project Plan (Capability to provide services) (per Sections 5.0 through 8.0)	50
C. Proposed Cost (per Attachments A and B)	20
D. Earnings potential (Rates required in 5.0.A.ix.)	5
Total Possible Points:	100

13.0 SELECTION PROCESS

- 13.1 Award of the RFP shall be made to the responsible institution 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 averaged score sheet shall be created based on the selection committee's initial evaluation. Proposals shall be scored according to the criteria stated above.
- 13.2 Proposals submitted will be reviewed by a selection committee. Institutions that have submitted the best and most complete proposals may be invited to an interview. The number of Institutions invited to an interview may vary depending upon the number of proposals submitted.
- 13.3 Should the City elect to conduct interviews with any proposing institutions, 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.
- 13.4 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 Institution might propose.
- 13.5 A contract will be negotiated with the Institution 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 Institution considered next best in meeting the City's needs for this particular project.

- 13.6 The selected Institution will be required to execute the City Primary Banking Services Agreement. The contract may further refine requirements and the scope of services and will provide for the terms and conditions of engagement.
- 13.7 The award of any contract is expressly contingent upon City Council approval and the availability of funds. City staff may not legally bind the City to a contract.
- 13.8 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 Institution(s). In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 13.9 The City reserves the right to seek clarification on any or all proposal submittals to ensure the RFP specifications are met. Proposals may be rejected from any proposer who does not comply with the City's request for clarification.
- 13.10 Once a decision has been made to award the contract, then a formal notice of the intent to award to the recommended proposer(s) shall be made by the Department.
- 13.11 A City of Roseville business license as well as all applicable permits, licenses and certifications required by local, state or federal law are required before the award of contract.

14.0 GENERAL TERMS & CONDITIONS

- 14.1 **Standard Contract.** Upon completion of the evaluation and recommendation for award, the selected Institution will be required to execute the Primary Banking Services Agreement prepared by the City, **Attachment D**.
- 14.2 **Independent Contractor.** At all times the Institution shall represent itself to be an independent contractor offering such services to the general public and shall not represent itself, or its employees, to be an employee of the City. Therefore, the Institution 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.
- 14.3 **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.
- 14.4 **Conflict of Interest.** The Institution 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. Institutions 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 Institution or management or employees relative to the services to be provided to the City. Conflict of interest issues may require consultation with legal counsel.

If an Institution has no conflicts of interest, a statement to that effect must be included in the proposal (Section 10.6). 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.

- 14.5 **Undue Influence.** The Institution shall warrant via an executed Proposer's Certification (**Attachment C**) 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 Institution, or from any officer, employee or agent of the Institution, 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.
- 14.6 **Non-Collusion.** Institution submitting proposals shall warrant via an executed Proposer's Certification (**Attachment C**) 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 Institution and the associated sub-institutions or sub-contractors. Proposers shall also submit a properly completed and executed "Non-collusion Declaration" which is attached as **Attachment E**.
- 14.7 **Indemnification & Insurance Requirements.** The City's standard indemnification and insurance requirements are provided in the sample contract, included in **Attachment D**. All costs of complying with the insurance requirements shall be as included in your pricing. The selected Institution 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 Institution's proposal. If an institution takes exception to the indemnification and insurance requirements, then the nature and scope of the proposed exceptions may negatively affect the evaluation of that Institution's submittal and the City's determination of whether it is possible to successfully negotiate a contract with that institution. Submitting exceptions are at the institution's own risk.
- 14.8 **Cost of Preparing Proposal.** The City shall not pay any costs incurred by any Institution in preparing or submitting a proposal in response to this RFP.
- 14.9 **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.
- 14.10 **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.
- 14.11 **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's failure 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 14.16, 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.

14.12 **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 Institution in response to any RFP. This RFP does not constitute any form of offer to contract.

14.13 **Multiple Award.** The City reserves the right to award the contract to multiple institutions when applicable.

- 14.14 **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.
- 14.15 **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.
- 14.16 **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.
- 14.17 **If no proposal is accepted,** the City may elect to have the services performed in some other manner.
- 14.18 **Rejecting Team Members, Firms or Sub-institutions.** The City reserves the right to reject individual team members, firms, sub-institutions or sub-contractors and request substitution prior to contract award.
- 14.19 **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.
- 14.20 **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 Institution prior to the expiration of that ninety (90) day period.
- 14.21 **Prohibited Transmittals.** No telephone or facsimile proposals will be accepted. If a photocopy is submitted, the proposal must be signed in ink.
- 14.22 **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 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.
- 14.23 **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. (Section 10.6) 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 Institution 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.

- 14.24 **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.
- 14.25 **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.
- 14.26 **Examination of Contract Documents.** Each proposer shall thoroughly examine and be familiar with the terms of this RFP, the Primary Banking Services Agreement (**Attachment D**), 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.
- 14.27 **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 Institution sign a statement affirming its compliance with this policy.
- 14.28 **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 Institution 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.
- 14.29 **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 Institution must notify the City immediately. Upon learning the actions herein identified, the City reserves the right, at its sole discretion, to cancel the contract.
- 14.30 **Debarment.** Institution certifies that Institution, its employees, directors, officers, agents, subcontractors, vendors, consultants, and volunteers are not presently debarred, excluded,

suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.

ATTACHMENT A

PROPOSED BANKING SERVICES FEES

The ATTACHMENT A to be used for presentation of banking services fees is attached as a separate Excel sheet to facilitate completion. All fees and categories of fees required to provide the services (Required or Optional) are to be shown on the sheet.

ATTACHMENT B

PROPOSED MERCHANT SERVICES FEES

The ATTACHMENT B to be used for presentation of merchant services fees is attached as a separate Excel sheet to facilitate completion. All fees and categories of fees required to provide the services are to be shown on the sheet.

ATTACHMENT C

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 D
PRIMARY BANKING SERVICES AGREEMENT

ATTACHMENT E

NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH THE PROPOSAL

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

(Signature of Declarant)

ATTACHMENT F

SEALED PROPOSAL FORM

All hard copy proposals received by the City shall be identified on the outer envelope with the completed form shown below.

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.	

Exhibit “B”



Proposal for Depository Banking and Merchant Services

Due Date: August 25, 2022 | RFP Number: 10-026

PRESENTED TO:

City of Roseville
Nick Rosas
Accounting Manager

SUBMITTED BY:

Charline Botelho
Senior Vice President and
Relationship Manager
916-498-3439
charline.botelho@usbank.com

Donna Chu
Vice President and Treasury
Management Consultant
971-336-0556
donna.chu@usbank.com



U.S. Bank National Association
621 Capitol Mall
Sacramento, California 95814

August 25, 2022

Nick Rosas
Accounting Manager
City of Roseville
311 Vernon Street
Roseville, California 95678

Dear Nick,

Thank you for this opportunity to respond to your request for proposal for Depository, Banking and Merchant Card Services. We confirm we meet each of the mandatory requirements outlined in your request for proposals.

As you know, keeping pace with a changing financial landscape is vital in today's economy. As the City of Roseville looks to improve their operations, you can continue to rely on U.S. Bank for forward-looking, cost-conscious solutions. Our partnership began in 2012 and promises to flourish with the extension and expansion of the services discussed in this proposal. We are proposing a full array of products and services that fit your unique needs.

Advancing technology

The City will find our ability to innovate and adapt is central to our collective success as financial partners. Enlisting services from U.S. Bank means you benefit from the full force of our continued investment in technology. Ongoing expansion and the introduction of numerous electronic and technological enhancements help keep our products and services at the forefront of efficiency within the banking industry. We monitor trends, competitor activity and industry developments to remain agile in continuously upgrading our client experience. Our multi-year transformation roadmap focuses on a faster and easier banking experience for clients like the City. We have carefully considered your needs and objectives and offer a thoughtful discussion of treasury services in this proposal.

A compelling offer

We understand the City wants to minimize banking costs while achieving efficiencies. In addition to an aggressive fee schedule, we would like to offer the following incentives:

- Incentive 1: A competitive Earnings Credit Rate of 1.15%
- Incentive 2: A competitive sweep rate on Commercial Paper of 2.30%



- Incentive 3: A bonus of \$100,000 will be offered for the first year to offset any setup, new service or monthly maintenance fees. If the City decides to implement lockbox services, an additional \$50,000 will be offered (\$150,000 total) during the first year to offset any setup, new service or monthly maintenance fees.

The City will find our proposal demonstrates the value you need, the solutions you seek and competitive pricing to help meet your financial goals. As your U.S. Bank team, we ask for the privilege of not only continuing to provide these important services, but to provide additional services that best fit your needs. We are confident that our steadfast focus on your long-term success remains unmatched.

We look forward to continuing our successful partnership, as we work closely with you and your team.

Sincerely,

A handwritten signature in black ink, appearing to read "Charline Botelho".

Charline Botelho
Senior Vice President, Relationship Manager
916-498-3439
charline.botelho@usbank.com

A handwritten signature in black ink, appearing to read "Donna Chu".

Donna Chu
Vice President, Treasury Management Consultant
971-336-0556
donna.chu@usbank.com

U.S. Bank has reviewed the contents and requirements of City of Roseville RFP 10-026, including the addendum document titled Questions and Responses for RFP 10-026. U.S. Bank will adhere to the requirements described in the RFP except as noted in the Exceptions and Clarifications.



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Exhibits

Exhibit 01, California Secretary of State Registration Screenshots

Exhibit 02, U.S. Bank Services Terms and Conditions

Exhibit 03, U.S. Bank Master Services Agreement with Appendix A

Exhibit 04, Your Deposit Account Agreement

Exhibit 05, U.S. Bank Wire Transfer Authorization Form

Exhibit 06, U.S. Bank ACH Payment Authorization Form

Exhibit 07, U.S. Bank Customer Agreement for Account Validation

Exhibit 08, Sample Implementation Schedule

Exhibit 09, Money Center Sample Monthly Statement

Exhibit 10, Commercial Paper Sweep Service



Exhibit 11, FGZXX-MC Prospectus
Exhibit 12, FUZXX-MC Prospectus
Exhibit 13, Deposit Tracking Previous Day Cash Vault Sample Report
Exhibit 14, Deposit Tracking System, Sample Report
Exhibit 15, Account Reconciliation Issue Input File Specifications
Exhibit 16, SinglePoint Account Reconciliation User Guide
Exhibit 17, Full Reconciliation Direct Transmission Sample Reports
Exhibit 18, Sample Account Analysis
Exhibit 19, Sample Monthly Statement
Exhibit 20, CAL-Card Financial Proposal
Exhibit 21, Payments Insider Reporting Overview
Exhibit 22, Elavon Master Services Agreement
Exhibit 23, U.S. Bank Exceptions to City of Roseville RFP 10-026
Exhibit 24, Elavon Exceptions to City of Roseville RFP 10-026
Exhibit 25, Elavon State of California Authorized User Set Up Form
Exhibit 26, Elavon State of California Local Authorized User Addendum

Attachments

Attachment A, Proposed Bank Fees
Attachment B, Proposed Merchant Service Fees
Attachment C, Signed Proposer's Certification
Attachment E, Signed Noncollusion Declaration



Disclaimers

Acknowledging information provided in this response to City of Roseville RFP #10-026 is subject to the Freedom of Information Laws governing disclosure of public information, U.S. Bank requests to be contacted before information is made public in order to request redaction of designated specific "Confidential" information given this proposal may contain certain nonpublic information about U.S. Bancorp and its subsidiaries and affiliates that we deem proprietary and confidential. By accepting these materials, you agree to use this information only to evaluate the proposal and to hold such designated confidential material in confidence, sharing it only with your employees and advisors on a need-to-know for the purpose of choosing a service provider. Confidential information potentially included in our proposed response includes business contracts/agreements, proprietary information regarding product functionality, custom process flows, pricing, operational procedures, processing site locations, human resources statistical data, service quality statistics, service manuals, data security, disaster recovery details, SOC and SSAE18 reports, and implementation and disclosure documents. Publication of this information could create an unfair competitive disadvantage and/or regulatory concern. Where possible, such confidential information as outlined above will also be marked "Confidential" within our response.

The prices quoted in this proposal are firm and irrevocable for not less than 180 days until contract award and documentation. Thereafter, prices quoted will be held fixed for the four-year term of the contract. However, should volumes, quality of work provided by the City of Roseville, or regulatory requirements significantly change, this pricing agreement may be subject to mutual renegotiation for impacted items. Notwithstanding anything contained herein to the contrary, all Treasury Management Services provided to the City of Roseville are subject to U.S. Bank Treasury Management Services Terms and Conditions as provided for mutual negotiation, and as the same may be amended from time to time. Additional new services will be offered at the same agreed upon prices if bid, or at similar offered discounts if newly requested services not previously included. If City of Roseville terminates Master Service Agreement for convenience before expiration of initial term, the City of Roseville shall make U.S. Bank whole for any fees waived by U.S. Bank or other incentives provide U.S. Bank. The City of Roseville's make-whole obligation shall be prorated based on number of days remaining in initial term.

U.S. Bank does not agree to contract terms solely by delivering this response to the City of Roseville's RFP #10-026. Separate contract documentation will be mutually negotiated as provided by the City of Roseville within which the issued RFP, questions and answer responses, and this proposed response can be incorporated therein. This agreement can be terminated by either party with 30 days written notice.

By your acceptance of these materials, you also acknowledge that U.S. Bancorp and U.S. Bank are not committing to extend credit or render services to the City of Roseville or any other person or entity.

"World's Most Ethical Companies" and "Ethisphere" names and mark are registered trademarks of Ethisphere LLC.

Regulatory disclaimer

Our proposal is contingent on U.S. Bank completion of required AML/KYC processes and enhanced due diligence review and approval. We look forward to working with you to obtain the appropriate information to complete that process.

Regulation W disclaimer: U.S. Bank N.A. is not responsible for the obligations of its affiliates.



This proposal includes data that shall not be disclosed outside the government and shall not be duplicated, used, or disclosed-in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained on pages clearly marked as Confidential. This data is submitted with the expectation that it will be treated as confidential proprietary information.



Executive summary

The City and U.S. Bank already enjoy a successful partnership and we stand ready to deepen our long-term commitment. We can meet all of the requirements outlined in your Request for Proposal. By keeping your depository services with us, you will continue to improve your operational efficiencies, while also maintaining the services you now have in place. This means little to no disruption to the City and its employees.

Understanding your needs

The City needs a provider of comprehensive banking solutions with bench strength in both treasury services and with large municipalities and governments. The City can leverage our experience, our presence in California and our understanding of your operational complexities and challenges. For example, in a recent partnership with a new third-party vendor for the City, we were able to setup the services needed for this vendor to help the City with your deposits and online banking.

The City and U.S. Bank continue to expand our relationship with the recent mandate of Corporate Trust. The addition of this service is built upon the foundation of our longstanding partnership. The City is familiar with our ability to serve your needs with an engaged relationship team, integration resources and customer service group, each dedicated to supporting the City. Your U.S. Bank team can deliver innovation in processes, consistency in service and financial stability with continuity in performance and team.

Meeting your goals

The City wants to execute financial processes faster and better. We continue to develop a wide range of products and integrated delivery systems as our clients accept, adopt and anticipate more and more emerging technologies.

Your U.S. Bank team stands ready to examine your operations in a manner that facilitates more automation into daily processes, an important goal of the RFP process. This collaborative approach will include attainable transition steps to acclimate City employees to new functions. In addition, we are committed to examining current processes and assisting the City in identifying operational changes that can result in the biggest efficiency gains. We will work with you to prioritize tactics to achieve the greatest improvements in process in the shortest amount of time.

Superior team support with experience serving the public

Your relationship team, led by Charline Botelho, demonstrates the breadth and depth of experience that the City will encounter in daily interactions with us. Donna Chu serves as your treasury management consultant. This group exemplifies the foundation of our relationship-based service model. Those team members dedicated to serving the City include Senior Service Banker Shelby Teach whose background, perspective and understanding in government operations bring invaluable insight to meeting your needs.



The City will appreciate our expertise with government entities. Your relationship will always be served by our Government Banking division. The Government Banking division is comprised of more than 100 individuals with considerable banking knowledge with an average tenure of more than 18 years in banking, many of whom have public service experience. Extensive work in partnership with organizations of all shapes and sizes gives us a unique perspective in meeting the needs of the public sector. Not only do we specialize in banking government entities, but we also boast a team of bankers with previous experience working for and within a variety of state and municipal offices. This diverse expertise showcases our understanding of a government's detailed and specific requirements – like yours – and how much they differ from those of the private sector. Expect ongoing consultation from us as best practices emerge, regulations or statutes change, or other factors evolve that may affect your banking services.

Community commitment

As the City examines the enclosed offer in detail, consider the strength and dedication that position U.S. Bank to deliver the proposed banking services. The City benefits greatly from our ability to focus on perfecting financial functions for our clients. Our business model, operating philosophy and financial strength allow us to allocate significant resources, both in dollars and technology, toward the enhancement and development of products and services.

The City also understands our ongoing effort to be a good neighbor, an involved civic citizen and a caring public partner through financial support and employee volunteerism. With three branch offices and one mortgage office located in Roseville, we have more than 35 bankers within the City. We are both your neighbors and your citizens and remain actively engaged in developing, strengthening and energizing our communities.

Choose U.S. Bank

The City will partner with the financial institution most capable of providing the highest level of service at the lowest cost to the City. Our proposal delivers on that objective by offering minimized bank costs and a path to improved operational efficiency. We are confident you will find our continued focus on your long-term success unmatched and look forward to our continued partnership.



4.0 Required Financial Institution Information

4.1 To be qualified, the Proposer must be a federally or State of California chartered depository institution with full banking and merchant services. The Proposer must qualify as a designated California Depository.

As a national bank, U.S. Bank is exempt from any requirement to have a state registration or local business license. In accordance with 12 CFR 7.4007(a), “[a] national bank may receive deposits and engage in any activity incidental to receiving deposits[.]” Further, 12 CFR 7.4007(b) states that “[a] national bank may exercise its deposit-taking powers without regard to state law limitations concerning: . . . (6) State licensing or registration requirements (except for purposes of service of process)[.]” Upon request, U.S. Bank will provide documentation that shows the Office of the Comptroller of the Currency affirms that U.S. Bank is a validly existing national bank in Good Standing authorized to provide banking services in all states of the United States.

For the requested registration screenshots from the California Secretary of State, please review [Exhibit 01](#).

A. Creditworthiness

In order to fulfill the City’s fiduciary responsibility for public funds the proposal shall respond to and provide the following. The City wants to ensure that the successful Institution has the necessary facilities, ability, experience, and financial resources to provide the services specified herein in a satisfactory and timely manner.

- i. Provide a link to the audited annual financial statement for the most recent fiscal period. The bank will be required to submit an audited annual financial statement to the City each year of the contract period, as soon as it is publicly available. Provide the link and confirm agreement to this requirement.**

U.S. Bank acknowledges this requirement and will comply. The U.S. Bancorp Annual Report is available at [this link](#).

- ii. Provide certification of the bank’s Community Reinvestment Act (CRA) rating by its rating agency. The bank will be required to notify the City of any change in this rating during the contract period as soon as it is publicly available. Confirm agreement to this requirement.**

U.S. Bank National Association is proud to have received the highest rating, “Outstanding,” for our recent Community Reinvestment Act (CRA) examination from the Office of the Comptroller of the Currency (OCC). The examination period was January 1, 2012 through December 31, 2015. The company also received an “Outstanding” rating on each of the three individual CRA tests for Lending, Investment and Service. The most recent copy of our CRA evaluation can be found at [this link](#).



- iii. **Provide the most recent senior and subordinate debt ratings of the bank's holding company. If not rated, provide the bank's most recent four quarters rating from an independent rating agency such as Highline or Veribanc. The bank will be responsible for notifying the City within thirty (30) days of any change in any ratings during the contract period. Confirm agreement to this requirement.**

U.S. Bank acknowledges this requirement and will comply. U.S. Bancorp continues to deliver consistent, predictable, repeatable, industry-leading financial results. Our disciplined business operations at all levels give us confidence in the commitments and decisions we make, allowing us to do what's right for our shareholders, customers and communities. We have a proven track record of success, including the best debt ratings in the banking industry. We are focused on being the most trusted choice, getting better every day and unifying the customer experience in order to honor our commitment to strengthen financial futures together.

	Standard & Poor's	Moody's Investor Service
U.S. Bank National Association		
Short-term unsecured senior debt	A-1+	P-1
Long-term unsecured senior debt	AA-	A1
U.S. Bancorp (holding company)		
Short-term unsecured senior debt	A-1	N/A
Long-term unsecured senior debt	A+	A2

Last change in ratings: July 2021

- iv. **Fully detail the insurance coverage carried (or self-funded) by the Proposer for worker's compensation and liability coverage.**

U.S. Bancorp is a diversified financial service holding company and the parent company of U.S. Bank National Association. It secures a variety of insurance coverages that are consistent and reasonable for an organization of its type and size. Deductibles, self-insured retentions and risk management philosophy are reviewed by the board of directors on an annual basis.

U.S. Bancorp has insurance policies for the following categories:

- General Liability
- Automobile Liability
- Property
- Professional Liability (Errors & Omissions)
- Financial Institution Bond (Crime/Fidelity)
- Electronic Computer Crime
- Cyber Liability
- Employers Liability



- Workers' Compensation

All participating insurance carriers are required to have an A.M. Best rating of A-VII.

v. 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 three (3) years.

At any given time, including the present, U.S. Bank National Association is involved in disputes and litigation which normally occur in banking operations, and which often involve claims for money damages or injunctive relief. These pending cases are generally not considered unusual in number or amount, and based on past experiences in similar litigation, should not have a material adverse effect on the financial position of U.S. Bank nor impact the delivery of banking services to the City. As a practice, U.S. Bank does not comment on pending litigation except as set forth in the public filings of U.S. Bancorp, the parent corporation of U.S. Bank. For information about the material litigation of U.S. Bancorp and its subsidiaries, please refer to our most recent annual report.

vi. Please indicate whether a public entity has ever terminated a contract early with your institution for breach, and if so, please explain.

U.S. Bank has hundreds of contracts with government entities, and it is likely that contracts have been terminated early. Such terminations are generally not considered unusual and may occur for a variety of reasons (e.g., termination for convenience, trial periods, appropriation limitations, etc.). U.S. Bank is unable to disclose information related to early terminations as that information constitutes contractual confidential information that may not be disclosed. We do not believe any such terminations will have an adverse effect on the bank's ability to provide services to the City.



B. Customer Service and Community Service

Service is a critical element for the City and will be a primary focus of the evaluation. Describe the bank's customer service philosophy and approach to satisfying this need through the following responses.

i. Describe the bank's philosophy of customer service. What is distinctive about the bank's approach to customer service? How will the bank satisfy the City's need for timely and effective customer service?

We pride ourselves on the service we provide to our customers.

Your Relationship Manager, Charline Botelho, oversees your relationship with U.S. Bank. Charline is located in the local market and can easily meet with the City when the need arises. For example, there was an instance in the past where the City was experiencing issues scanning utility payments, Charline was able to observe the process and make recommendations to help the City reduce errors.



It is her role to make sure all divisions of the bank (i.e., Institutional Trust & Custody, Corporate Trust, Corporate Payment Systems, etc.) understand your entire banking relationship. This ensures the City receives the best relationship pricing and rate considerations. As the need arises, she can bring in the different partners from U.S. Bank to help the City with your meeting these needs and help the City achieve your financial goals.

Commercial Customer Service (CCS) is also available to assist the City by answering inquiries and provides support for depository and loan servicing, as well as the following treasury management services:

- Account reconciliation
- Collection and concentration
- Disbursement
- Information reporting
- Images

A highly skilled and extensively trained service staff responds to the City's routine and complex inquiries through online access to our internal systems and product databases. Your requests are tracked in a call-tracking database, which is available for relationship managers and others who support you. This keeps your relationship manager in the know and allows for other service bankers to easily pick up your request where a colleague left off. This saves you valuable time and allows us to identify service and quality trends and opportunities for improvement.



To ensure we provide consistency and recognition, you will keep Shelby Teach as your assigned service team member. Each CCS team has a unique phone number, fax and shared email box. We ensure every call is answered promptly by a live service banker – the phones are not fronted by an interactive voice response (IVR) menu.

CCS personnel take ownership of your inquiry, with final resolution often occurring during the initial call. More complex issues are personally managed and tracked by the service banker who initially took the call, until it is resolved. Our servicing guidelines ensure you receive a call with a complete response or a call with an estimate of additional time required to resolve a complex issue. CCS is responsible for understanding your servicing needs and ensuring your daily needs are met within our servicing time commitments. This focus is indicative of our desire to exceed client expectations.

* Normal CCS hours are from 5 a.m. to 5 p.m. PT (7 a.m. to 7 p.m. CT), Monday through Friday

** Inquiries must be received before 4 p.m. local time

*** Wire transfers must be received by 1 p.m. PT according to Federal Reserve deadlines. All other monetary transactions must be received by 4 p.m. local time

ii. What role do the professionals in the local bank play to provide the City with relationship support?

Our local branch in Roseville is ready and available to assist the City and its' employees with their daily banking needs. Should the City have a special need or require out of the ordinary assistance, your relationship manager works with the branch manager to meet those needs.

iii. What holding company support is provided (if applicable)? How are these representative support teams organized?

Not applicable.

iv. Is service and overall contract performance monitored at the holding company level?

Not applicable.

v. What is the bank's approach to service automation? How does the bank intend to support the new and ongoing automation needs of the City? How will this impact the City now and throughout the contract period?

Relationship Manager Charline Botelho will conduct frequent touch point calls and meetings with appropriate City staff to proactively listen and address your needs or concerns. Our consultative approach is ongoing and tailored to the needs of each one of our clients, which means we meet as often as needed. Services will be adjusted as necessary to ensure price, efficiency and process



improvements. We will also work with you to help manage target account balances and excess depository balances to avoid wasting unused earnings credits. This will save you time, increase interest earnings, maximize ECR utilization and allow for full use of transition incentives.

In addition to your meetings throughout the year, your relationship manager is committed to conducting comprehensive annual reviews with you. This includes a thorough review of all products and services being used, account structure and costs. This review is meant to ensure all services and processes are meeting their intended needs and providing sufficient benefit to you. We will also use this time to offer suggestions such as removal, addition or modification of services and process improvements such as automation. Various product partners often participate in these reviews, providing you with a holistic review of your relationship with U.S. Bank and with your finances in general. During your Treasury Management review meetings, your treasury management consultant will review your current processes, discuss the City's goals on operational efficiencies, automations and/or integrations with Oracle. In addition, any enhancement, automation, new services or updates will be discussed at this time.

If the City decides to add services during the contract period that is not in the original contract, the fees for these services will be negotiated separately.

vi. Are there any new services planned which may impact the City? When are these planned to be available?

We are on a multi-year transformation roadmap focused on a faster and easier banking experience for our clients. Following are some highlights we think are most important to the City at this stage in your journey.

Customer experience transformation

We're working towards creating a frictionless experience for our clients in working with us. We've improved our on-demand and online experience to:

- Assess and buy treasury products tailored to your business needs
- View and make changes in real-time to existing products
- Track integrations online
- Electronically sign product agreements

Our Innovation Experience Studios use Agile processes to find continually develop new solutions in tune with our clients' needs.

SinglePoint reimaged

U.S. Bank is embarking on a transformational upgrade to our information reporting system to deliver a streamlined user experience. Currently in pilot, the new SinglePoint Experience has been redesigned to benefit clients like the City. We have enhanced our proven and trusted solution to be even more



responsive and flexible, giving you complete visibility of your financial activity – and personalize the experience for your employees.

Complete, customizable visibility of your financial activity

- | | |
|--|---|
| <ul style="list-style-type: none">▪ Streamlined interface▪ Enhanced automation▪ ADA compliant▪ Improved insights and actionable analytics▪ Intuitive DIY integration | <ul style="list-style-type: none">▪ Dashboards tailored to your business<ul style="list-style-type: none">• Complete 75% of user activity within Dashboard• Customizable workspace▪ Consistent experience across devices▪ Communication channels |
|--|---|

Payee Choice

The City can seamlessly offer your payees a choice of payments, ranging from fast electronic payments like Disbursements via Zelle® to traditional payment types like check. You can:

- Customize a payee enrollment website with your brand and payment options
- Initiate payment notices and communications to your customers
- Manage your internal users
- Track payment status, search payment history and export reports

Payee Choice puts your payees in control of the way they get paid, without burdening the City with obtaining and storing sensitive payment data or the creation of separate payment files based on payment type.

Real-time payments

With real-time payments, the City can transfer funds directly between financial institutions to your trading partners. Unlike wire transfers and ACH payments, funds can move at any time and settle instantly. This provides significant value for organizations that can benefit from 24/7 payment processing. Within SinglePoint you can send, receive and respond to:

- Real-time payment credits
- Requests for payment (RfP)
- Requests for information (RFI)
- Request for return of funds (RfRF)

You can also view the status of payments including remittance and payment acknowledgements and access multiple activity reports.

Application program interfaces (APIs)

A simple software connection, APIs allow two or more pieces of business applications to communicate with each other. U.S. Bank APIs directly integrate your business application to U.S. Bank. Our continually expanding suite of APIs includes:

- Account Validation—Instantly validate customer account information before a credit or debit request is submitted



- ACH Originations—Securely originate domestic ACH payment (credit) or collection (debit) requests directly
- Check Payables—A fast, easy and inexpensive way to enhance accounts payable (A/P) integration
- Corporate Account Information—Automatically updates status details of company deposit account data
- Disbursements via Zelle®—Quickly send payments to your customers using the Zelle® network with just an email address or U.S. mobile number
- Real-Time Payments—Securely originate payment requests without extensive knowledge of the RTP® Network or ISO 20022 format – making integration with U.S. Bank easier and faster than ever before

Automated integration

To provide an enhanced integration experienced for our clients, we're launching a new workflow tool to automate our internal processes later this year. In addition, we offer the ISO20022 standard for wire transfers, enabling the City to use a global standard file format to send payment instructions.

Account Validation

Reduce fraud, exceptions and returns with instant access to account status and ownership information. Account Validation can help the City:

- Ensure the account information you received is accurate
- Verify the account belongs to the party who sent it
- Determine the likelihood of a returned transaction due to insufficient funds based on past transactional data

One of the most powerful tools in mitigating fraud losses and transaction exceptions (e.g., rejects, administrative ACH returns), Account Validation is a last line of defense against fraud like Business Email Compromise (BEC) and payroll diversion, ensuring compliance with the Nacha rule that requires validation for the first time use of account information prior to initiating WEB debit transactions.

Intelligent routing

We'll identify the best payment type determined by your rules and preferences based on speed, dollar amount or payee preference. Clients can utilize existing connections to U.S. Bank to take advantage of new payment networks, such as Zelle® or Real-Time Payments®.

Request for payment

Currently being developed by The Clearing House, request for payment allows a biller to request payment from their customer. Clients can deliver messages via the Real-Time Payments rail, as well as receive the payment directly associated with the request while maintaining the integrity of the transaction. Requests would flow to the City using The Clearing House's system, Real-Time Payments.



- The pilot will allow billers to initiate requests for payment via their banks to their customers' banks
- Future enhancements will incorporate using the Zelle® Directory to identify customers or a biller directory

vii. Is the bank offering any transition or retention incentives? Describe fully and quantify completely.

To demonstrate our commitment to meet and exceed your expectations, we present the following incentives. In addition to our aggressive fee schedule, we are offering:

- 12 months treasury management services without charge on any new business awarded in this proposal, valued up to \$100,000
- 12 months treasury management services without charge on the existing business awarded in this proposal, valued up to \$100,000.
- This has the potential to reduce fees by \$150,000 in total (excluding pass-through fees such as Deposit Coverage and Postage) during the first year if the City decides to add on lockbox services
- An Earnings Credit Rate (ECR) of 115 basis points, which will be managed by U.S. Bank and will be subject to change as economic conditions may warrant

This offer is based on the entire scope of services and volumes indicated within this proposal and:

- This incentive is in exchange for a three-year service agreement with two one-year options to renew for a total of five years
- This includes the award of the totality of the new business in this proposal and continuing the existing business at U.S. Bank

viii. How has the bank prepared for natural or man-made disasters? What support will the bank be able to offer the City in a disaster situation to maintain stable banking functions?

The U.S. Bank Enterprise Resiliency Program is ISO 22301 certified, meeting or exceeding all relevant regulatory requirements.

To ensure high resiliency, availability and recoverability of data, software and services, U.S. Bank utilizes multiple geographically disperse (Kansas and Minnesota), production Tier-4 data centers. Additionally, U.S. Bank leverages a geo-graphically diverse model of operational sites to ensure resiliency against natural and man-made disasters and other disruptions.

General release statement

The Enterprise Resiliency program (Program) establishes and supports the U.S. Bancorp Business Continuity and Contingency Planning and Response program. The Program is designed to protect customers, assets and employees by evaluating the risks of significant adverse events; planning and



validating response strategies; actively monitoring of and reporting on the threat landscape and effectiveness of the control environment; and leading emergency response teams.

This Program ensures U.S. Bancorp and its affiliates meet the fiduciary responsibility to stakeholders and comply with regulatory requirements of the Federal Financial Institutions Examination Council (FFIEC), the Securities and Exchange Commission (SEC), the Office of the Comptroller of the Currency (OCC), the Federal Reserve Bank (FRB), the Financial Industry Regulatory Authority (FINRA), the Office of the Superintendent of Financial Institutions (OSFI), the Central Bank of Ireland (CBI) and the European Banking Authority (EBA). Additionally, U.S. Bancorp has met all recovery criteria as prescribed by the Interagency White Paper on Sound Practices to Strengthen the Resilience of the U.S. Financial System.

The U.S. Bancorp Board of Directors annually approves the U.S. Bancorp Enterprise Resiliency policy. Program status and any significant issues are reported annually to the U.S. Bancorp Board of Directors and quarterly to the Management Committee and senior executives.

Foundation of risk management

The enterprise resiliency program is supported by the Enterprise Resiliency group, a department of the U.S. Bancorp Risk Management and Compliance division. The group consists of over 40 risk management and business continuity professionals.

Risk assessments

Risk assessments are foundational to the enterprise resiliency program. The results of risk assessments drive the planning, exercising and emergency response components of the program. The following risk assessments are performed:

- Business impact analysis (BIA)—Measures the effects of resource loss and escalating losses over time to provide the basis for risk mitigation and business continuity planning
- Third-party resiliency assessment (TPA)—Evaluates the risks associated with processes performed by and/or technology provided by mission critical third parties to drive appropriate third-party outage mitigation and recovery planning
- Threat vulnerability assessment (TVA)—Assess the risk of major natural hazard events along with the impacts of those events on U.S. Bank corporate locations and the mission critical processes/technologies executed at those locations

Results of these risk analysis activities drive strategic recovery planning for continuity of operations for these processes. TPA occurs annually on the anniversary of the previous assessment or upon a significant change in the relationship. The BIA is completed annually, or upon significant change, for all critical business processes. TVA Assessments are completed biannually or upon significant change.



Risk mitigation planning

The Enterprise Resiliency group has established and maintains guidelines which incorporate industry best practices for the operational resiliency of critical business processes and technology. To achieve operational resiliency, business process and technology owners, in partnership with and under the guidance of the Enterprise Resiliency group, build and maintain response plans to address threats and risks identified by the assessment activities described above. The response plans are integrated into the overall U.S. Bancorp Risk Management framework.

Business continuity response plans

Our Business Continuity plans are developed and maintained to address operational resiliency and recovery strategies for such events as: pandemic/high employee absenteeism, natural and man-made hazard impacts, technology outages and other business disruptions.

In the event a business office or operational facility becomes or is likely to become non- operational an appropriate business continuity plan will be activated. The response strategy will vary based upon the nature of the disruption and work impacted.

Response strategies include:

- Transfer work—Work is transferred to another location out of the impacted area that does the same business function or has been cross trained
- Relocate people within business—Team members from the impacted location are relocated to another site
- Relocate to regional recovery center—A location, other than the normal facility, will be used to process data and/or conduct critical or necessary business functions
- Work from home—Team members will work from home on a bank-owned device

Business continuity response plans are reviewed and approved annually.

Disaster recovery response plans

Our technology infrastructure is designed and implemented to ensure high- availability and high-recoverability. Industry leading best practices and best-in-class technology components are utilized to operate a highly redundant, geographically dispersed network of data centers. All data is backed up to an out of region data center and all critical data is securely mirrored to an out of region data center.

Our Disaster Recovery plans are developed and maintained to address technology, infrastructure, application and data recovery and validation strategies in response to unplanned technology interruptions up to and including the loss of a data center.

Disaster recovery response plans are reviewed and approved annually.



Third-party provider outage response plans

Our vendor service plans are developed and maintained to address the risks from the loss of service from a critical third-party provider. Vendor service plans include pre-planned response activities including but not limited to communication strategies, alternative work plans and service resumption validation processes.

Vendor service plans are required to be reviewed and updated annually.

High absenteeism/pandemic response plans

The U.S. Bancorp Pandemic Preparation and Response plan is developed and maintained in partnership with senior leaders and other critical support departments to prepare for the possibility of pandemic flu in the same way that we prepare for other events that could affect our employees, customers and our communities. The plan was prepared in communication with public officials, pandemic planning experts, various state and local organizations, plus other financial institutions and businesses. The plan augments procedures already in place as part of the existing Enterprise Resiliency program and outlines strategies to mitigate the impact of a pandemic upon the company, its employees and customers.

Plan validation

In alignment with regulatory requirements, bank policy and industry best practices, resiliency plans are regularly exercised to demonstrate plan effectiveness and process/technology recoverability. Exercise scenarios include business continuity plan activation or activation simulation; local, regional, national and international crisis management and response team simulations; U.S. Bancorp and third-party joint exercises; and key/critical infrastructure/application disaster recovery.

Enterprise resiliency policy requires business continuity and vendor service plans to be exercised on an annual basis. Disaster recovery plans for mission critical and key applications are exercised on a quarterly basis. Results from each exercise are documented and reviewed by the Enterprise Resiliency group. Any issues or plan discrepancies are documented along with remediation plans.

Crisis management and adverse event response

The Enterprise Resiliency group's Crisis Management department manages and coordinates the enterprise response to adverse events that threaten to harm the organization, its stakeholders, employees, assets or reputation. The enterprise response focuses on the safety of all employees, customers and assets of U.S. Bancorp; minimizing disruption of service and/or inconvenience to customers; returning to a business-as-usual state as quickly as possible; and limiting any potential liability of our organization.

Employee training and awareness

Employee training and awareness is a critical component of the success of our Enterprise Resiliency program. The training and awareness program consists of both formal and informal activities, including but not limited to required biennial training courses; response team planning; participation in functional exercises of recovery plans; and localized evacuation procedure drills.



Audits/exams/ISO certification

Annual internal audits and periodic OCC/Federal Reserve exams are conducted on the U.S. Bancorp Enterprise Resiliency program. The enterprise resiliency program maintains an ISO 22301-Business Continuity Management certification.

Notifications

In the event of a major disaster at U.S. Bancorp that impacts your product or service, CCS will communicate with each client in a timely manner. Since it is impossible to anticipate every type of potential disaster, there can be no assurance that there will be no interruption of our business functions in all circumstances. The mission of the U.S. Bancorp Enterprise Resiliency program is to minimize the impact of any disruption.

SinglePoint – backup

The SinglePoint services may be accessible through an authorized user's smart phone, tablet, laptop or computer as long as there is an internet connection. If a SinglePoint server site goes down for a particular area, the application would automatically switch to a backup site.

Payroll – backup

If a situation occurs where the City cannot generate a payroll file for direct deposit, U.S. Bank has the capability to generate a backup plan to duplicate the last file sent.

Disclaimer

This document is subject to modification by U.S. Bancorp at any time.

- ix. The City requires the right to use a third-party auditor to review the City's accounts, collateral, transactions, and bank records at any reasonable time acceptable to the bank. Confirm agreement with this condition.**

U.S. Bank acknowledges this requirement and will comply.

- x. What level of community service does the bank and its employees contribute to Roseville and its residents?**

U.S. Bank has a rich history of community development within the cities we serve. Activities include California Capital Financial Development Corporation, Rural Community Assistance Corporation, Sacramento Asian Pacific Chamber of Commerce, Placer Community Foundation, Sacramento Metro Chamber of Commerce, Greater Sacramento Economic Council, Impact Foundry, Social Venture Partners and Economic Development of El Dorado County in Sacramento-Roseville-Folsom MSA. We also provide financial education in the Sacramento-Roseville-Folsom MSA.



- xi. **The bank will not be required to review or certify to a review of the City's Investment Policy, but a review of the policy is recommended. The investment policy can be found in the City's Financial Policies at the bottom of its Financial Transparency web site at:**
<https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8916788>

U.S. Bank acknowledges the City's Investment Policy.

C. References.

List references from three comparable California public entity banking clients and three merchant services clients (if not a client of both services). For each reference, include the length of time under contract, a client contact, title, and email address.

U.S. Bank is pleased to provide the following references:

Reference	Contact information
City of Lincoln Banking services and merchant card client since 2010	Sandra Cooke, Finance Manager ▪ sandra.cooke@lincolnca.gov ▪ 916-434-2427
City of Elk Grove Banking services and merchant card client since 2012	Matthew Paulin, Finance Director ▪ mpaulin@elkgrovecity.org ▪ 916-627-3221
County of Yolo Banking services and merchant card client since 2018	Sou Xiong, Treasury and Revenues Manager ▪ sou.xiong@yolocounty.org ▪ 530-666-8212 Tom Haynes, CFO ▪ tom.haynes@yolocounty.org ▪ 530.666.8190

D. Depository and Service Agreements, Merchant Service Agreements

Provide a copy of all bank service agreements, including those for the Optional Services Section, which will be required to provide the services under the contract for services rendered.

Please refer to the Exhibits section for the following agreements. As an existing client we will not require the City to execute new documents:

- [Exhibit 02, U.S. Bank Terms and Conditions](#)
- [Exhibit 03, U.S. Bank Master Services Agreement with Appendix A](#)
- [Exhibit 04, Your Deposit Account Agreement](#)



- [Exhibit 05, U.S. Bank Wire Transfer Authorization Form](#)
- [Exhibit 06, U.S. Bank ACH Payment Authorization Form](#)
- [Exhibit 07, U.S. Bank Customer Agreement for Account Validation](#)

For merchant services, we propose the use of our existing contract with the State of California that was executed in June of 2022. This Joinder to the State's agreement allows the City of Roseville to use previously negotiated terms and completed forms, saving the City time and expense that would otherwise be required when negotiating a new agreement. The Joinder also offers lower pricing on acquiring services by allowing the City to leverage transaction counts and volumes of the State. Please [click here](#) to review our agreement.

Provide a copy of the Firm's standard merchant services agreement. A separate contract will be appropriate for merchant services, as part of the overall award, and will also be reviewed before award of contract.

Elavon is responding to this RFP using the existing State contract terms and conditions signed in June of 2022. This Joinder to that agreement will save the City of Roseville time and money since contractual terms and forms are already completed. The Joinder also has lower pricing on acquiring services because of transactions and volumes of the State. For additional information, please [click here](#).

The City anticipates that any City changes required on the Bank agreements will be made and agreed to before award of the contract. The Depository Agreement must be agreed to in totality before award of the contract.

U.S. Bank acknowledges this requirement and will comply.

i. Provide all service agreements required for provision of the banking services (including all Required and Optional Services) proposed.

Please refer to the **Exhibits** section for the following agreements:

- [Exhibit 02, U.S. Bank Services Terms and Conditions](#)
- [Exhibit 03, U.S. Bank Master Services Agreement with Appendix A](#)
- [Exhibit 04, Your Deposit Account Agreement](#)
- [Exhibit 05, U.S. Bank Wire Transfer Authorization Form](#)
- [Exhibit 06, U.S. Bank ACH Payment Authorization Form](#)
- [Exhibit 07, U.S. Bank Customer Agreement for Account Validation](#)



ii. Provide the agreement for merchant services.

For merchant services, we propose the use of our existing contract with the State of California that was executed in June of 2022. Please [click here](#) to view the details of this Joinder to the State's agreement.

E. Banking Implementation timeline.

The contract period will commence approximately March 1, 2023. The City recognizes that not all services and funds will be transferred on or by this date but requires that all services be available for use by that date. The City will attempt to move the majority of funds into the bank within 60 days of the start date of the contract, if feasible. All funds and services are planned to be transferred by May 1, 2023.

Defaults in promised delivery of services, without reasons acceptable to the City, or failure to meet the terms or conditions of the depository contract without remedy, shall result in an event of default or the City having the option to terminate the contract, but the exercising of such option to terminate the contract does not limit any other remedies the City may have for damages or other relief under law.

i. Provide a proposed, detailed timeline for implementation of the contract and transition activities. Include each activity required defined by its responsible party and any assigned responsibilities. Denote any limitations or potential delay points. The timeline must reflect the number of business days required to put the services in place or the end date of when such services will be in place and available to the City.

As an existing client of U.S. Bank, we will work with the City on providing additional services that may help the City with your automation efforts and servicing needs.

For the new services, depending on the complexity, the City will be assigned an implementation coordinator or a project manager. During the implementation process for our complex services, we will following model will be used:

A collaborative partnership to customize your implementation	
Discovery meeting	We ensure we have an in-depth understanding of your workflows and related cash flows to appropriately finalize the solution set
Meeting your implementation team	Your dedicated team works with your employees throughout the process
Implementation strategy	A comprehensive plan designed to achieve your specified production date



A collaborative partnership to customize your implementation

Kick-off meeting	▪ Key stakeholders from U.S. Bank and the City are introduced ▪ Documentation can be presented for execution ▪ Preliminary timeline is discussed and agreed upon
Weekly touch point meetings	We meet with your key stakeholders throughout the process to ensure benchmarks are on track and any issues are quickly resolved
Completing documentation via SinglePoint	▪ Onboarding Tracker facilitates file exchange as we establish accounts and integrate services. Prepopulated forms streamline the process ▪ SinglePoint notifies you when documents are ready or require attention ▪ Agreements and/or questionnaires are completed and received by your implementation resource, which marks the start of the service set up
Test data transmissions	▪ We test for connectivity through a telecommunications handshake ▪ You transmit test files for each applicable service to ensure data is properly received ▪ Upon successful testing, we select a production date

Based on the proposal and new services suggested, we have provided a sample timeline below:

Solution	Business days
Account Validation	15-20
Check Payables	56-98
Scannable Wholesale Lockbox	42-84

For additional information, please review [Exhibit 08, Sample Implementation Schedule](#).



5.0 Required Banking Services

Required Banking Services - It is the City's intent that the contract negotiated between the City and the Depository selected through this process will encompass all the services and conditions required here. Additional or Alternative Services offered by the Proposer may be included in the Section 6.0. Alternative Services is provided for the Proposer to offer new or alternative services available but not currently contemplated by the City. Optional services for the City's review are presented for response in Section 7.0.

The Required Services are minimum requirements and any Proposer refusing or failing to provide such minimal services will not be considered for selection as the Depository.

A. Account Structure

A listing of the nine current accounts and services currently in use is found on ATTACHMENT A - Proposed Banking Fees (One by account Group and one for the total relationship). The City may be required or may desire to open additional accounts or close/change accounts during the contract period. Any new accounts shall be charged at the same contracted amount.

Under this contract, the City will require the option to determine to pay for services on a fee or compensating balance basis. It is anticipated that the City will initiate the contract on a fee basis with rates rising. The City wants all its funds to be continuously earning at the best, then-current market rates and is therefore using a sweep mechanism. The sweep is currently to commercial paper but a money market mutual fund striving to maintain a \$1 NAV will be considered.

Changes in interest rates will dictate the City's choice of payment methodologies on an ongoing basis. An automated, daily sweep to a AAA-rated money market mutual fund or commercial paper, if applicable and competitive, should be proposed in order to reach full investment goals and to minimize collateral requirements and balance-based fees.

If a money market fund is being proposed, the fund must be rated AAA by at least one nationally recognized rating service and must strive to maintain a \$1 NAV. If commercial paper is to be used for the sweep the paper must be rated A1/P1 or better. Neither a repurchase agreement nor an off-shore account of any type is acceptable as a sweep investment vehicle.

- i. **Describe the bank's ability to provide a ZBA-Master sweep structure. Can the bank sweep from individual accounts or must the sweep go through a master account? How is interest applied in each structure? Indicate your recommended structure.**

Zero Balance Accounts

U.S. Bank Zero Balance Accounts (ZBAs) allow the City to maximize the use of cash by intentionally maintaining a zero balance in all accounts and automatically controlling all cash from a single master account. Centrally managing liquidity in this way ensures maximum funds are available for you to make investments, pay down loans, protect from overdrafts and offset service fees. At the same time,



each business night, zero balance subsidiary accounts are automatically funded to cover the day's disbursements or swept to capture the day's deposits. An effective way to centrally control your cash so you can increase the productivity of your funds, ZBAs enable you to:

Save time and money

Eliminate the guesswork of predicting your funding needs. Funds are automatically transferred each business night, which eliminates manual transfers and overdrafts costs and leaves no idle balances.

Leverage up-to-date information for better business decisions

We give you an accurate position on your funds availability by rolling up the float from your sub-accounts daily.

Combine local capabilities with central control

You can consolidate your cash, while each of your entities maintains their own books and accounts. Disbursements are covered as needed. Collections are automatically rolled up to the master account.

Streamline reconciliation

The master account statement contains transfer transaction details, including the sub-account number for easy reconciliation. Monthly statements for each sub-account itemize transactions.

Centrally manage multiple accounts

Multi-tiered ZBAs let you separate cash between divisions, collections and disbursements, or any structure you choose. Up to nine tiers and unlimited accounts can be established in a single ZBA structure.

Meet your accounting needs

You can transfer balances on either a ledger or collected balance basis. A target balance other than zero may be maintained in the sub-account. Monitor the contribution of each entity for Sarbanes-Oxley (SOX) reporting or for allocating interest income or loan expense.

Increase security

With your funds concentrated in a single account, you have better security and control. One-way and two-way ZBA transfers easily support account segregation for collections or disbursements. You can better control your funding activity and help prevent fraud by blocking unallowed transactions.

Access daily information

You can monitor your ZBA transactions using information reporting options available through SinglePoint. Real-time and previous day reporting – as well as robust daily cash reporting – is available.

U.S. Bank provides sweep services to automatically move excess balances between deposit and investment or savings accounts and transfer funds between deposit account and loan. Transfers occur after all transactions have posted to the deposit account.



Sweep Services

Commercial Paper

The City currently has a commercial paper sweep, which automatically moves excess balances between a U.S. Bank checking account and a sweep account that invests in U.S. Bank National Association commercial paper. At the end of each business day, excess funds are transferred automatically from your U.S. Bank checking account to the sweep account.

- Establish your target balance—You choose the balance to maintain in your checking account and we invest any excess balances
- Meet a reasonable minimum investment requirement (Minimum investment of \$1,000 required)—Any balance above the target balance is automatically transferred
- Previous day cash position and transaction reporting—Previous day reporting on the sweep account reflects end-of-day balance in the sweep account (checking account typically reflects target balance amount)

The commercial paper investment made by the Commercial Paper Sweep Service is an unsecured, short-term promissory note issued by U.S. Bank National Association. Commercial paper is not FDIC insured.

ii. What is proposed as the sweep vehicle? (IntraFi will not be considered as a sweep vehicle.)

We recommend retaining your existing account structure, with an auto-sweep to our Commercial Paper with a rate of 2.30%. Should you decide to change investments, we can easily make the change to a First American Fund.

Money Fund

Automatically move excess balances between a U.S. Bank checking account and a sweep account that invests in a First American Funds money market mutual fund. At the end of each business day, after all transactions have posted to the checking account, excess funds are transferred automatically from your U.S. Bank checking account and invested the next business day. Checking accounts are funded to cover deficit balances on a same-day basis up to the amount of available money fund shares.

- Establish your target balance—You choose the balance to maintain in your checking account and we invest excess balances
- Invest in professionally managed mutual funds—Money mutual funds from First American Funds are highly rated and offer a relatively conservative and stable way to diversify excess cash.
- Current day cash position reporting—Monitor your sweep balance and sweep transfers via SinglePoint in real-time

We currently offer the City of Roseville the following Money Market Fund sweeps:

- First American US Government Obligations Money Market (Z) with a current rate of 1.90%



- First American US Treasury Obligations money market fund (Z) with a current rate of 2.00%

iii. How will sweep activity be reported? On a detailed, daily basis or summarized on a monthly basis and how are these reported on the statement? Is a separate sweep account report available for the transactions? Define and provide a sample of the reporting for the sweep.

SinglePoint's investments service provides the ability to view and manage Money Center account activity. It includes reporting and trading functionality as well as trade confirmations and Money Center investment statement delivery.

Investments in SinglePoint provides daily account position and investment activity detail reporting on Money Center accounts that reside on the InTrader system as well as full-function trading capability. The City can access all your investment information including the following:

- Online trading and reporting
- Hourly position summary and details for each account by currency
- Activity is retained for 45 calendar days
- All investment-related documents including statements, confirmations, interest/maturity notices, credit advices, money fund prospectuses, etc.

The City currently uses a Commercial Paper sweep, and this statement is provided to the on a monthly basis. For additional information, please refer to the following exhibits:

- [Exhibit 09, Money Center Sample Monthly Statement](#)
- [Exhibit 10, Commercial Paper Sweep Service](#)

iv. Will interest from the sweeps be applied at the account level if the sweep is from the individual accounts?

The current Commercial Paper sweep applies interest to post daily to the Concentration account. If the City decides to switch this to a First American Funds investment, the interest will post monthly to the Concentration account.

v. If it is proposed, provide the prospectus for the money market sweep fund. A AAA-rated, SEC registered fund striving to maintain a \$1 NAV must be utilized for the sweep.

Please refer to the following exhibits:

- [Exhibit 11, FGZXX-MC Prospectus](#)
- [Exhibit 12, FUZXX-MC Prospectus](#)

vi. If the Bank cannot provide a sweep mechanism, or if alternative account types are proposed for the accounts, describe the account structure proposed including the type of accounts (interest bearing, money market, ZBA, etc.) along with the overall account structure.



We can provide a sweep mechanism.

vii. The City expects highly competitive rates on all demand accounts and the ECR. If not a managed rate, for interest bearing accounts based on an index, provide the index.

We are offering the City an ECR floor rate of 1.15% that is based on the City's overall relationship with U.S. Bank. During your annual account reviews, your relationship manager will review your rate to ensure it continues to remain competitive.

For the interest on your sweep account, we offer the following rates:

- Commercial Paper: 2.30%
- First American Funds (US Government Obligations money market fund (Z): 1.90%
- First American US Treasury Obligations money market fund (Z): 2.00%

viii. Is the sweep processed as the last transaction of the day? If not, please describe.

Yes, all items are paid prior to excess funds sweeping to your investment account.

viii. Complete the following table with the rates for each category for the last twelve months and the current rate.

The City has had the following rates for the past 12 months:

ECR rate has ranged from a low of 0.65% to 0.75%. Because of the current rate environment, we have been able to adjust rates accordingly.

Interest rate on Commercial Paper has ranged from a low of 0.001% to 1.20%. Because of the current rate environment, we have been able to adjust rates accordingly.

Type	Past 12 months	Current rate
ECR	.65%	.75%
Interest Bearing Accounts	.001%	.005%
Money Market Accounts	.001%	2.00%
Sweep	.001%	1.40%

B. Automated Cash Management Information Access

The City requires a single portal, web-based cash (treasury) information management service with prior and intra-day reporting. The City requires a high degree of automation within all service areas. Imaging of all checks, access and image retention is required. Imaging of paid items, deposit



slips and deposit items also is required. Statements and account analyses should be available in electronic form along with access to archived information.

The City requires timely access to downloadable information for the City's accounting software (Oracle Fusion Cloud) for reconciliation and posting purposes.

Minimum on-line services must include balance reporting, lockbox, stop pays, ACH, positive pay, account transfers, and wire transfers. Daily balance reporting should include detail on all transactions with summary reporting on closing ledger and collected balances along with one-day float, at a minimum.

i. Provide a link to the bank's online service portal and a demo sign-on.

The City may view our online demo through the following website: www.usbank.com/sptdemo.

Note: If you have any trouble viewing the latest version of the online demo, try refreshing your browser.

ii. Fully describe the bank's on-line service capabilities and systems, with examples.

The City has been utilizing SinglePoint since establishing their accounts with U.S. Bank.

SinglePoint enables the City to achieve new levels of efficiency by bringing our powerful banking services together into one easy-to-use website with a single point of access for all your global treasury management service needs. A fully integrated, wholly owned online suite of treasury management services, SinglePoint does not require dedicated PCs or software installation.

In one location, you can:

- View, manipulate and download images
- Transfer and manage payments
- Process and deposit collections
- Prevent fraud
- Manage employees' system use

**Access all your
treasury needs
with one user ID
and password**

- Monitor account activity
- Transfer and manage money
- Act globally
- Prevent fraud
- Control access and stay informed



Monitor account activity - Account reconciliation - Adjustments - Image access - Image file delivery - Information reporting - Lockbox wholesale - Lockbox image look - VantagePoint® - Account services - Asset-based loan information - Returned item decisioning - General ledger reconciliation - Cash forecasting - Mobile SinglePoint - Reports file delivery	Act globally - International ACH and wire transfer - International remittance calculator - Foreign Exchange Web (FX Web) Global trade - International information reporting
Transfer and manage money - ACH services - Cash vault - Electronic cash letter deposit - On-Site Electronic Deposit - Wire and book transfers - Real-time payments - Check payables - Investments and trusts - Disbursements via Zelle®	Prevent fraud - Positive pay services - Issue maintenance - Stop payments - IP whitelist service - IBM® Security Trusteer Rapport™
	Control access and stay informed - Customer service - External messaging - System administration - Dashboard and personal settings - LaunchPoint - Service guide

The City may initiate ACH, account transfer and wire transfer services from separate pages within SinglePoint. However, our systems are integrated, so each transaction type requires only the information unique to that type of transaction. The remaining fields are checked and populated from a common data source.

Reports and transmissions may be scheduled through SinglePoint at any time throughout the day. Reports are delivered via transmission or secure email at the specified time. Fax and email reporting options allow users to receive current and/or prior day reporting at a preset time without logging in. Certain time-critical functions, such as positive pay approvals and positive pay decisions, can also be accessed via a web-enabled mobile device through Mobile SinglePoint.

All the tools you need to manage your program in one place		
Mobile SinglePoint	Designed specifically for users who need access to cash management tools when they're away from a computer. View: - Key balance information on domestic and international accounts - Current day reports (e.g., ACH Summary and Detail, Wire Detail and Lockbox Summary)	
SinglePoint External Messaging	Enhance process efficiencies by utilizing over 200 unique messages, configured and routed to various destinations, including email addresses and SMS messages to mobile devices, ensuring key items receive attention.	
SinglePoint Information Reporting	Manage your financial position with superior reporting tools. SinglePoint provides account summary, detail and transaction information. The City will benefit from:	
	- Simplified daily account reconciliation - Easy funds transfers - Customizable searching - Flexible standard and special reporting	- Customize reports with robust filtering - Manage delivery of reports via email or transmission - Current-day returned item decisioning

All the tools you need to manage your program in one place

Data retention	▪ Previous day data—60 calendar days ▪ Current day data—10 calendar days ▪ Additional retention periods available
System administration	Administrators can add, copy and reuse user profiles to set up new users. They can also modify user entitlements, account access and transaction limits at any time with immediate updates. Dual system administration offers added control – all changes to user access or limits require a second system administrator approval to process.
Security	SinglePoint protects account information with the most current and proven technology available, including: ▪ 256-bit AES encryption ▪ TLS 1.2 ▪ Individual client IDs, passwords and digital signatures ▪ Time-based tokens required to access payment services (ACH and wire transfer)

iii. Describe your search capabilities for historical transactions and reports as well as the ability to retrieve and download historical images.

SinglePoint retains previous day data for 60 days and current day data for 10 days. It allows inquiry by date range for the previous 60 days with standard retention. Additional retention periods for previous day information are available for an account-level charge for either 12 or 24 months.

The City may download data directly from SinglePoint. Data can be exported in:

- BAI2
- Comma separated value (CSV) format
- Human readable formats like PDF or text

SinglePoint Image Access

The City can retrieve and review sharp, detailed images of all paid checks, deposit tickets, deposited checks, paper debit and credit memos online. Images of returned deposited items, advices, image cash letter (ICL) deposited items and ICL administrative returns are also available. Ease of use is built into each component.

The flexible search tool lets you search by transaction type, account number (or all accounts), check number, amount or date. Prefilled dropdown selections make criteria selection fast. Sort search results by any column with one click. Search results can also be downloaded for further research.

- Images are retrieved in seconds and can be viewed immediately if they are less than 90 days old



- Paid check images can be viewed by 7 a.m. the day after they are paid
- Images older than 90 days and photocopies can be requested online from our archive, where we store seven years of images
- Requests for digital archived images appear in an image inbox and can be shared with others

The image viewer offers front and back, zoomed in and out, rotate and inverted views. You can zoom directly to the endorsement, signature line, routing number or bank-of-first deposit. You can save images for historical reference and paid check confirmation. Front and back images can be saved as standard PNG or ZIP files. You can print multiple images at a time.

SinglePoint Image File Delivery

Another option for the City would be to receive a transmission of images and associated index information on a daily, weekly or monthly basis using standard internet-based File Transfer Protocol (FTP) methods. Images can be imported into your own image archive – allowing you to quickly and easily research and respond to customer inquiries.

- Daily transmissions available by 10 a.m. PT the day after images are captured
- Weekly, monthly and custom transmissions available by 6 a.m. PT the third day after capture cycle ends
- Single-use transmissions of historical images available within 48 hours from 4 p.m. PT of submission date

SinglePoint Information Reporting

SinglePoint provides on demand online image enhanced reporting for 60 days, with optional retention for 90 days, including:

- Detailed report and transaction search results
- Positive pay services
- Stop payments (cleared checks only)

iv. Are all reporting processes and services web-based? Is paper back-up from the City needed on any type transactions?

Depending on the report, the report may be provided through SinglePoint for the City to view, save or printed. Some reports are available may be transmitted directly to the City to download. Paper reports are also available for the account analysis, paper statements or account reconciliation services.

v. Does the bank currently provide banking services to other entities using the Oracle Fusion Cloud ERP system? Provide two public references using the Oracle Fusion Cloud including contact information.

U.S. Bank is pleased to provide the following references:



Reference	Contact information
King County, Washington	Nora Bennett, Finance Manager ▪ nora.bennett@kingcounty.gov ▪ 206-477-0081
Oregon Health Science University	Bryce Stadick, Director, Treasury ▪ stadickb@ohsu.edu ▪ 503-494-2234

vi. Do the bank's systems include a cash forecasting module or capability?

Yes. SinglePoint Cash Forecasting provides the ability to create and view a cash forecast and compare it to the bank actuals on SinglePoint. This module will allow the City to forecast their future cash position by:

- Manually entering future transactions
- Importing future transactions
- Having SinglePoint forecast future transactions based on historical transactions

SinglePoint can also place scheduled payment transactions (ACH batches, book transfers and wire transfers) into the forecast. Additionally, by creating a forecast, SinglePoint will calculate a forecast variance each day. SinglePoint can also help identify historical trends that may help determine future forecast data. In addition, the City can view the following information:

- Manage a cash forecast up to 18 months into the future
- View the daily variance of your cash forecast vs. actuals
- View historical trends in a graphical format
- Create Account Groups to view accounts in different ways
- Create Categories to group and view transactions in different ways

vii. Detail the availability and level of prior day and intra-day detail and summary reporting. When is prior day information available? Is intra-day information real-time or scheduled throughout the day for certain data?

Previous day reporting

SinglePoint

Previous day information is available by 6 a.m. PT; however, the data is often available sooner.

BAI information reporting transmission

Previous day BAI Transmission information is available by 6 a.m. PT.



SinglePoint Previous Day Information Reporting

Available by 4 a.m. PT

BAI Transmission information available by 5 a.m. PT

Transaction types	▪ Ledger Balance ▪ Opening Collected Balance ▪ One Day Float ▪ Two Day Float ▪ Three Day + Float ▪ Collected + One Day Float ▪ Total Credits	▪ Total Number of Credits ▪ Total Debits ▪ Total Number of Debits ▪ MTD Average Collected ▪ MTD Average Negative Collected ▪ Opening Ledger Balance (optional)
Transaction detail	▪ ACH debit and credit transactions (addenda are reported on the EDI Remittance report or can be added to previous and current day reporting) ▪ ACH originated item detail reporting (reporting of items within a settlement can be added to previous day reporting)	
	▪ Coin and currency purchases ▪ Complete wire transfer transaction details ▪ Controlled Disbursement presentments ▪ Checks paid ▪ Deposited items returned	▪ Location numbers ▪ Lockbox deposits ▪ Wire transfer credits ▪ Wire transfer debits ▪ ZBA credits
Reports	▪ Previous Day Summary and Detail ▪ Previous Day Detail ▪ Previous Day Summary ▪ Previous Day International Summary and Detail ▪ Previous Day International Summary ▪ Previous Day International Detail	▪ DDA Checks Paid ▪ ACH Return and NOC ▪ ACH Healthcare Claim Payment ▪ ACH Secured Funds Pledge ▪ ZBA Daily Cash ▪ ZBA Accounting

Additional reporting options

- Investment reporting—Previous day positions are updated by 3 a.m. PT

Current day reporting

SinglePoint Current Day Information Reporting

Wire transfer information

Updated continuously and in real time

SinglePoint Current Day Information Reporting

SinglePoint updates information at different times for different applications and different processing sites.	ACH data	Updated four times during business hours: by 5 a.m., 8 a.m., noon and 3 p.m. PT
	Deposit reporting	Continuous and updated according to site-specific schedules
	Lockbox	
	Controlled Disbursement	Data updated twice daily
	Foreign exchange and global trade, Federal Reserve Bank Settlement Activity	Updated upon login to banking system
	Other items, such as ATM, phone and branch-initiated transactions	
	Disbursements by Zelle®	Updated in real time
Transaction types	▪ Opening ledger balance ▪ Opening collected balance ▪ Current day credits ▪ Number of credits ▪ Current day debits ▪ Number of debits	▪ Interim Ledger ▪ Interim collected ▪ Interim one-day float ▪ Interim two-day float ▪ Interim three + day Float
Transaction detail	▪ ACH transactions ▪ Wire transfer transactions ▪ Controlled Disbursement check debits ▪ Lockbox deposits ▪ Other paper deposits ▪ Book transfers	▪ Foreign exchange and global trade ▪ Federal Reserve Bank settlement activity ▪ Other items, such as ATM, phone and branch-initiated transactions ▪ Disbursements by Zelle® ▪ Real-time payments
Reports	▪ Current Day Summary and Detail ▪ Current Day Detail ▪ Current Day Summary ▪ ACH Summary and Detail ▪ Controlled Disbursement/Draft Summary	▪ Controlled Disbursement/Draft Detail ▪ Lockbox Summary ▪ Lockbox Detail ▪ Wire Transfer Detail ▪ Wire Transfer Detail New (Only new data since last report was retrieved)



Additional reporting options

- Investment reporting—Current day activity is updated hourly between 6:30 a.m. and 3:30 p.m. PT, with final file at 5 p.m. PT

viii. Define all transaction and summary history access/retention features.

SinglePoint retains previous day data for 60 days and current day data for 10 days. Additional retention periods for previous day information are available for an account-level charge for either 12 or 24 months. Images within the Image Access module are retained for seven years.

ix. Can customized reports draw across reporting modules and activities? Describe the cross functionality features.

Yes. The City may customize reports through the Information Reporting or VantagePoint module.

Information Reporting

SinglePoint allows the City to create custom reports based on your specified criteria. Your users can build and save filters, with the ability to share with other users. Available criteria include:

- Remove and reorder accounts
- Date range
- Transaction types (BAI codes):
 - Summary code groups
 - Transaction detail groups
 - Individual BAI codes
 - Transaction amount or range of amount
 - Transaction reference number or range of transaction reference numbers

Exporting files in Excel and CSV format allows you to remove fields and designate field position order for further customization. There is no charge for customizing or emailing scheduled reports; however, a charge will be incurred for direct transmission.



VantagePoint

U.S. Bank VantagePoint gives the City a more strategic view of your accounts receivable (A/R) and working capital cycle. VantagePoint is an integrated receivables solution powered by SinglePoint, our wholly owned online business banking portal.

VantagePoint

View Receivables Summary

- View Receivables Activity
- Manage Transactions
- Remittance Reassociation
- Manage Settings
- Transaction Search
- View Reports
- Manage File Transmissions

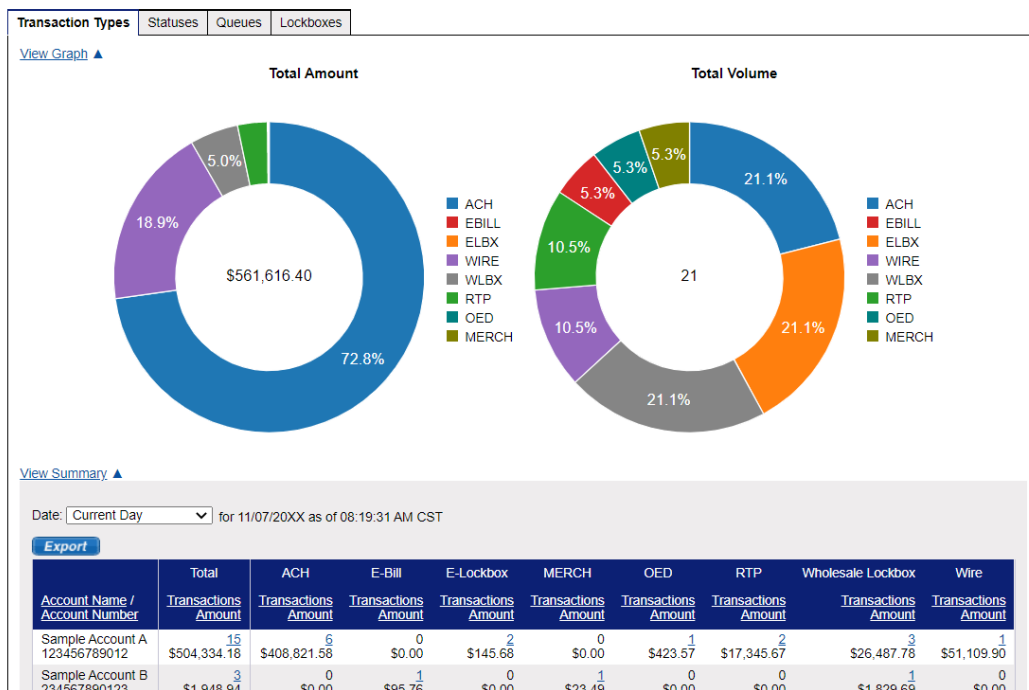
LaunchPoint (11 New)

- Dashboard
- Personal Settings
- System Administration
- Document Xchange
- Service Guide
- Help With SinglePoint
- Customer Service

Receivables Summary

[Help with this page](#)

Receivables summary information is shown below. You can view summary information by transaction type or status. If you have accounts with different retention periods the reported data will match the retention period assigned to each account.



Using customized business rules, exception queues and configurable workflows, VantagePoint can centralize your incoming receivables information, enabling you to efficiently view, manage and post payments to your A/R system. Exception management is centralized within a unified, intuitive view that's easily accessed online. VantagePoint can currently report any combination of the following receivables transaction types:

- Incoming ACH credits (with or without addenda)
- Incoming wire credits
- E-lockbox (consumer online bill pay) receipts
- Real-Time Payments (RTP), eBill Service (hosted web portal)
- On-Site Electronic Deposit (remote deposit)
- Wholesale lockbox items
- Elavon merchant card

Data from each different payment type is presented in a uniform way allowing users to easily locate the desired information visually.



VantagePoint also allows the City to automate your manual A/R processes to help create efficiencies and potentially reduce costs. You can improve days sales outstanding (DSO) through automated receivables management and accelerated cash flow recognition.

Authorized users can view enhanced reporting that aggregates data from multiple channels into one intuitive interface. Exceptions consolidate into a single, streamlined interface with configurable queues and workflows. You can easily view transaction details and images to assist with research and exception management when payments are received with incomplete or missing remittance data. When sent by email, you can automatically match remittance information to electronic payments, decreasing manual exception resolution tasks. Successful matches are included in your next posting file. VantagePoint's optional AR Matching service can match invoice detail to an open A/R file to further support a high automated posting rate when the file is generated.

Real-time access to your payment data gives the City a comprehensive view of your capital position across multiple receivables channels. You can easily identify payers that contribute to delays in your cash application process. You will be able to make informed, efficient decisions from a consolidated perspective using wholistic data.

VantagePoint uses the same intuitive design as other solutions you access through SinglePoint. SinglePoint offers unsurpassed platform stability, web security and customer service.

x. Describe back-up procedures available to the City with any interruption in the automated system delivery of information or transaction input functions.

Customer Service

Customer service can help the City reload reports (within a 14-day timeframe) if there was a file interruption with the automated system delivery. Depending on the reports, similar information may be provided through SinglePoint's Information Reporting module for the City to utilize as a backup.

Transmissions

For transaction input for the City's positive pay and ACH service, SinglePoint Issue Maintenance and ACH Origination modules offer alternative input and file upload options for the City to utilize if the direct transmission was not available due to connectivity or service issues.

In the instance if the City was not able to provide a payroll file, U.S. Bank has the capability to duplicate your last payroll file for processing your employee's direct deposits.

xi. Describe provisions for off-site backup and continuation of services in local or regional disaster situations.

In case of disaster, SinglePoint will automatically recover at the Energy Park Operation Center (EPOC) within two hours. The main URL will be redirected to the EPOC site, and the replicated



database will be brought up and rolled forward. EPOC's application servers will then continue processing as normal. EPOC's servers are dedicated to disaster recovery events/exercises.

xii. What mobile services are available? Describe.

We designed Mobile SinglePoint for your on-the-go employees, delivering the same security and efficiency as SinglePoint. The City's users' access SinglePoint modules from their mobile device, allowing them to:

- View key balance information for all your accounts
- Access current day reports
- Initiate and approve transactions, batches and templates, as well as transfers
- Review and decision positive pay and ACH positive pay items quickly and confidently – with images
- Initiate a repetitive wire transfer or an ACH batch from a template
- Transfer funds between accounts

The City can search for individual transactions, including the status and associated detail and view messages from us.

Users' access mirrors their entitlements on SinglePoint. Approval or initiation functions for wire transfer or ACH require a token-generated password.

Mobile SinglePoint works on both iOS and Android OS devices.

- All devices must connect directly to our server
- We recommend using a scrolling-enabled device with a minimum screen size of 240x260

xiii. Describe all security protocols for online and mobile services.

Security Components

SinglePoint takes a multi-layered approach to mitigate risk. These layers are built into SinglePoint system design, services we offer to our clients and back-office controls. In addition, we publish several best practices documents for our clients on LaunchPoint in the Did You Know section. By building multiple layers of security, we can address the multiple levels of protection needed. Security features include requirements for dual authorization for wire transfers and ACH origination, plus extensive dual authorization options. Clients can expand their security through requiring tokens for all services, downloading Trusteer Rapport security software or setting up the IP Whitelist service.



System design

There are multiple levels of security built into the way the SinglePoint system is designed to function and how users can access it.

- 256-bit AES encryption
- TLS 1.2
- Data is not stored on the user's workstation
- Password access is required - User passwords are case sensitive
- Users must enter challenge questions - Challenge question answers are case sensitive
- Sessions time out after a period of inactivity
- Token security code is required for certain services such as ACH, Wire Transfer and Investments
- PIN entry is required when initiating wire transfers
- Automatic removal of user's payment initiation entitlement if the user does not initiate a payment for 100 days (Note: this is monitored for ACH and Wire Transfer payment initiation)
- Required notification via email when certain security events occur

SinglePoint Mobile

Our SinglePoint users may use Bio-authentication to login to the application with a fingerprint or facial ID.

xiv. How and by whom is the administration of the security module established and maintained?

System administrators are authorized by the signers of the Master Service Agreement. System administrators can modify user entitlements, account access and transaction limits at any time with immediate updates or change user status for interim periods. Entitlements can be assigned by service area, function and account access. For our government clients, we recommend dual administration, meaning if one system administrator adds/deletes or modifies a user, another system administrator approves. In addition, system administrators can set user payment limits for ACH, book transfers and wire transfers, as shown below.

Service	Entitlements	Access and limits
ACH	Batches: ▪ Initiate batches ▪ Approve batches	▪ Access to accounts ▪ Providence level limits ▪ User level batch initiation limits ▪ Per batch
	Templates: ▪ Create template ▪ Approve template ▪ Export template	▪ Daily cumulative limit ▪ User level batch approval limits ▪ Per batch ▪ Daily cumulative limit



Service	Entitlements	Access and limits
ACH additional services	Allow access to the ACH activity schedule, control totals, positive pay warehouse search services	Access to accounts
Account reconciliation	Allow access to account reconciliation reports	Access to accounts
Book transfer	▪ Initiate ▪ Approve	Access to only U.S. Bank accounts
Cash vault	▪ Allow access to online ordering ▪ Allow access to reports	Access to cash vault locations
External messaging	Enable messages	Delivery options: ▪ Primary email ▪ Secondary email ▪ Mobile device ▪ LaunchPoint page ▪ Fax
Image access	Allow access to image service. (Images may be viewable in other services, such as reporting, without access to image access service.)	Access to accounts
Image file delivery	Allow access to image file delivery	Access to accounts
Information reporting	▪ View current and previous day ▪ View and generate special ▪ View images ▪ View returned item images	▪ Access to accounts ▪ Access to specific special reports
International banking services	▪ View international balance pages ▪ View and export international reports ▪ Initiate report requests	Access to accounts
Investment reporting	View and export investment reports	Access to accounts
Positive pay	▪ Decision ▪ Approve decision	▪ Access to accounts ▪ Adjust amount, payee



Service	Entitlements	Access and limits
Reverse positive pay	- View transactions - Decision	- Access to accounts - Adjust amount
Stop payments	- Place stop payment - Approve stop payment - Modify stop payment parameters	- Access to accounts - Up to 50 stop payments per submitted page - Up to 50 pages of stop payment submitted per session
Wire transfer	Initiate - Domestic repetitive - International repetitive - Domestic non-repetitive - International non-repetitive - Repeat code request Approve - Wire transfer - Templates - Repeat code requests - Create templates	Access to accounts - Limits—Up to eight levels: - Initiate - Per transaction semi-repetitive - Per transaction repetitive - Per transaction non-repetitive - Daily cumulative (all types) Approve - Per transaction semi-repetitive - Per transaction repetitive - Per transaction non-repetitive - Daily cumulative (all types)

**xv. What are the hours of available technical support? Where is the technical support located?
How is support provided?**

We may provide assistance identifying potential technical issues related to accessing banking services and provide suggestions to the City depending on the issue. Technical changes may occur to ensure your systems are compatible with our banking systems. It would be expected that you have technical resources available (your IT department) to advise and/or implement any suggested changes. In some cases, these technical issues are the result of network settings or problems on the City's end and U.S. Bank would not be able to assist with troubleshooting steps.

- SinglePoint Technical Support is available until 5:30 p.m. PT
- SinglePoint Information Reporting support is available 5 a.m. – 5 p.m. PT, Monday through Friday
- CCS teams provide customer service each business day, from 5 a.m. – 5 p.m. PT



C. Collection and Deposit Services

Standard commercial deposit services are required for certain accounts. Currently, geographically separate City departments make a daily deposit to Finance which then consolidates for one deposit delivered by armored car. The City does currently use one remote deposit scanner in the utility billing location. The City may consider additional sites under this contract.

Currently, the City contracts with Brinks armored car service under a separate City contract. The service makes multiple pickups at various departmental locations and then deposits all the deposits to City Hall. A consolidated deposit to the bank is made from City Hall. This process may be slightly altered to reduce float using location identification (on deposit slips) and location reporting through the bank, if available. The service is not paid for through the account analysis and the contractor may change during the bank contract period. Initially the City anticipates continuation of one business day deposit by the armored car service, but will evaluate possible changes. Deposits include checks and coin/currency. Change orders are currently sent to the City through the local branch by armored car but could be changed to online change orders.

The City acts as its own lockbox for utility payments which could change if the image lockbox optional service is implemented.

All check deposits are batched with tapes attached. Coin/currency is not rolled nor strapped. The City currently uses web-based utility payments through Invoice Cloud to collect credit card utility payments. The software aggregates transactions and then transfers data daily directly to the merchant services provider (currently Paymentech Merchant Services).

All deposits received by the bank's established deadline must be processed same day. Immediate verification is not required. The bank shall guarantee immediate credit on all incoming wire transfers, on-us items, and security maturities and coupons. All other checks clearing will be based on the bank's published availability schedule or remote processing schedule. Failure to timely credit the account will require payment reimbursement to the City at the then-current Fed Funds rate.

The City uses a 31-digit code on its deposit slip number in the MICR encoding to track deposits for reconciliation. Deposit tracking will be required under the new contract to speed deposits and improve deposit reporting.

The City does not currently utilize re-presentment of checks through ACH (RCK) but may consider its use during the contract period. Checks are currently represented automatically twice.

- i. **What e-receivables programs does the bank have available? How would you suggest the City work into more e-receivables processing?**

U.S. Bank e-receivable programs include our E-Lockbox, eBill and VantagePoint services.



E-Lockbox

U.S. Bank E-Lockbox electronically receives consumer-initiated payments originating from the payment network that include bill consolidators serving online banking bill pay at consumers' banks and from third-party payment providers.

Payment initiation, processing and routing

- E-lockbox integration involves setting up your organization (biller ID) on the payment network.
- The setup information reaches out to more than 120 payment originators that include all consumer banks who offer online bill pay, as well as third-party payment consolidators; this enables consumer-initiated payments to be remitted electronically for settlement into your account at U.S. Bank.
- Payment originators perform payment processing and routing based on the e-lockbox profile configured and integrated at U.S. Bank; if the consumer-initiated payment does not match your profile (e.g., incorrect entry of payee name, address; account number that doesn't match your provided schema), the payment will be remitted as a paper check.
- Consumer payments that match your e-lockbox criteria are routed electronically through the payment network to U.S. Bank.

Payment settlement

- We receive payment transaction information from the payment network that includes credits and reversals (debits), where applicable.
- Credit is made to your account on the same day it is received by U.S. Bank.

Remittance reporting

- Our e-lockbox support operations group receives e-lockbox files from the payment network daily.
- Customized remittance files are defined and generated within VantagePoint, our online integrated receivables management tool.

Returns & Notifications of Change (NOCs)

Payment returns and NOCs are submitted via VantagePoint. You can initiate the return or NOC from within the individual transaction detail screens or in bulk by selecting from a list of E-Lockbox transactions and adding them to a folder. You then select the return reason or enter the corrected information for the NOC to each item in the folder.

eBill

U.S. Bank eBill Service is a full-service, turnkey, digital bill presentment and payment solution built with the consumer and biller in mind. It streamlines operations, reduces costs and meets customers' needs by providing a secure, simple and fast way to view and pay their bills – how, when and where they want. Our eBill Service is a highly configurable solution allowing the City to present bills digitally and collect payments from multiple payment channels and payment methods. A back-office interface



provides you consolidated electronic remittance and settlement reporting to update your accounts receivable system. Examples of uses for the City would be your utilities, business licensing and fees.

Our eBill Service's proven capability is demonstrated by the more than 1,000 current entities using the platform. We provide electronic bill presentment and payment via all channels and methods. Our solution channels include real-time API, mobile, online web, point of sale, Text2Pay, Facebook Messenger, Amazon Alexa, Google Home, IVR and call center. Funding sources include credit card, debit card and ACH. Reporting of eBill activity can be included in VantagePoint, our integrated receivables management tools.

VantagePoint

VantagePoint, our integrated receivables management solution, can currently report transaction detail for wholesale lockbox items, incoming ACH credits, incoming wire credits, e-lockbox (online bill pay) receipts, Real-Time Payments (RTP), eBill Service, On-Site Electronic Deposit and Elavon merchant card. Additional payment types are being added over time. For merchant data, the MID is available for inclusion on reports/files. You may define custom CSV reports and data files to automate posting. Business rules and workflow functionality can help streamline your receivables posting process, while more sophisticated AR Matching can match invoice detail to an open A/R file to further support a high automated posting rate when the file is generated.

To integrate with your systems, the City can select a proprietary format for your file, or choose an industry standard, such as ANSI X12. By consolidating your receivables data in a single transmission, you eliminate the need to manage multiple files and transmissions.

Working Capital Engagement

Our suggestion for the City to move towards e-receivables, is to do a working capital mapping session with your treasury management consultant (TMC) or your receivables solution engineer (RSE). During this process, your current receivables processed will be mapped out, analyzed and the City's goals will be discussed. The TMC or RSE will then provide a plan back to the City based off your goals to help you move towards e-receivables.

ii. What is the bank's daily cut-off time at a local branch and vault?

Branch services

The cutoff times for branch cash services vary by market. No cutoff times are before 2 p.m. local time. The current pandemic has made branch hours less predictable; it is always best to call first to ensure branch availability.

Cash vault

We must receive the deposit before the 4 p.m. deposit (dock) deadline for same-day ledger credit.



iii. Must deposits be made to a vault? If so, where is the vault located? What delay may occur with vault deposits or transfers? Describe the process if the vault is not located in Roseville. Where is the vault located?

It is recommended the City utilize our Sacramento Cash Vault for your deposits as you do today. We recommend the City utilize an armor courier to deliver the deposits to our Cash Vault. Any deposits received before the cutoff time of 4 p.m. will receive same day credit.

iv. Does the bank provide deposit location tracking through coded deposit bags or on coded deposit slips? Describe fully. Do daily online tracking reports include activity by location? Are all deposits designated by location and tracked as such through the reporting? Provide sample reports for location tracking on deposits.

DTS Connex is available to U.S. Bank cash vault customers at our cash vault processing locations. This service is offered through partnership between U.S. Bank and a third-party vendor, International Financial Services, Inc. (IFS). It offers deposit tracking and change orders for cash transactions processed at our cash vaults. Deposits are tracked from the time they are prepared at the location through to the processing of deposits at U.S. Bank. Change order requests are managed from a single application.

DTS Connex increases customer efficiency by:

- Streamlining deposit preparation and change order processes
- Tracking store operations, banking partners and armored courier vendor performance
- Providing a central location for managing and reporting of cash vault deposits and orders
- Reducing time to research deposit adjustments and reconcile account information

The screenshot shows the DTS Connex web application. At the top, there's a navigation bar with links like Home, Create, Manage, Analyze & Report, Admin, and Training. Below this is a search bar with the text "Search at bank" and date filters for "From 8/1/2022" and "To 8/19/2022". A message below the search bar says "Enter a location #, bag #, deposit amount, transaction id. You can also enter terms like adjustment, late credit, no pickup, etc. Finally, you can use combinations of these. Click Here for Keywords and Examples." Below the search bar, it says "Next Page of Data >> Now showing 500 deposits at a time (1 up to 500 on-screen)".

	Location	#	Sales Date	Bag #	Total	Bank	Method	Last Status	P	I	B
Detail	TMBC-960165	960165	8/4/2022	223653	\$762.00	Artic Bank	👑	At Bank	✓	✓	✓
Detail	TMBC-960035	960035	8/1/2022	23362265	\$17.78	Artic Bank	👑	At Bank	✓	✓	✓
Detail	TMBC-960035	960035	8/1/2022	23362268	\$819.00	Artic Bank	👑	At Bank	✓	✓	✓
Detail	TMBC-960360	960360	8/1/2022	22546548	\$2,081.46	Artic Bank	👑	At Bank	✓	✓	✓
Detail	TMBC-960017	960017	8/1/2022	22853384	\$567.00	Artic Bank	👑	At Bank	✓	✓	✓
Detail	TMBC-960479	960479	8/1/2022	3356243	\$297.86	Polar Bank	👑	At Bank	✓	✓	✓
Detail	TMBC-960133	960133	8/1/2022	23636220	\$140.02	Artic Bank	👑	At Bank	✓	✓	✓
Detail	TMBC-960133	960133	8/1/2022	23636205	\$880.44	Artic Bank	👑	At Bank	✓	✓	✓

Tracking information is provided daily through SinglePoint Information Reporting or through the DTS portal. Samples of these reports are provided in the following exhibits:

- [Exhibit 13, Deposit Tracking Previous Day Cash Vault Sample Report](#)
- [Exhibit 14, Deposit Tracking System, Sample Report](#)



v. Does the bank require or prefer strapping and rolling? Are there cost options/benefits for separating cash and checks? Coin and check? Strapping/rolling?

We do not require strapping of currency. U.S. Bank cash vaults accept loose and rolled coin for deposits. Mixed coin deposits greater than \$25 must be in its own bag and will be charged a Loose Coin Bag fee. Pricing does not change for separating cash and checks, coin and checks or rolled and/or strapped currency.

vi. Is there any limit to the number of deposits in one deposit bag? Are these handled as separate advices?

We recommend separating cash and checks; however, they can be sent in mixed deposits. Each deposit bag should only contain one deposit and one deposit ticket. Multiple deposits included in the same bag may cause errors.

vii. When are credit/debit advices sent to the City from the deposit locations? Are these advices sent electronically? (Preference will be given to electronic delivery.) Are images of originals provided with each advice?

Cash vault deposit and adjustment advices may be viewed electronically through SinglePoint through the Information Reporting or Image Access module. Advices are available as soon as the next business day and are available to the City for 60 days through the Information Reporting module and up to seven years on the Image Access module.

viii. Does the bank have any program to actively assist the City with collection for vendors or ongoing repetitive citizen payments preferably through ACH?

Yes, through SinglePoint's ACH Origination module, the City may save vendor or citizen payment information through templates. An authorized user can create and maintain templates of repetitive transactions or one-time transactions through this module.

ix. How does the bank handle discrepancies in deposit amounts? What dollar limits are used for decisioning? What settlement process is followed?

Branch services

Tellers process cash deposit discrepancies of less than or equal to \$50, adjust the original cash amount listed on the deposit slip, adjust the total deposit amount and initial the correction on the deposit slip. For cash deposit discrepancies greater than \$50:

- Tellers process in-person deposits, adjust the original cash amount listed on the deposit slip, adjust the total deposit amount and initial the correction on the deposit slip
- Tellers process deposits made via night drop, drop off and armored car delivered deposits by completing a separate adjustment advice



- If requested, adjustment advices will be returned with your monthly bank statement and labeled as miscellaneous credits or debits

Cash vault

Bankers identify all discrepancies and adjust your account for differences over \$10.

For item processing and proof corrections, bankers identify all discrepancies and adjust your account for differences greater than \$1.

x. How and when does notification of return items take place? List the elements reported.

Check Return Notification

U.S. Bank has a range of special instructions available to help customers reduce their processing and handling costs related to returned items. They may be established only for analyzed business demand deposit accounts used for check deposits. The returned item special instruction features the City can set up, in any combination, are:

Automatic Redeposit

First time returned items for NSF or uncollected funds reasons can be automatically re-deposited. A customer may elect to have all items or just those that meet a minimum dollar threshold re-deposited. All re-deposited items are assigned four days of float. U.S. Bank uses a blind re-deposit process whereby automatically re-deposited items do not post to the customer's checking account and no advice is printed. If a customer wants notification on items automatically re-deposited, they must be set up additional special instructions such as email or fax notification, transmission or other reporting options which are outlined later within this detail section.

Advice Options

- The City may elect to have:
 - Original advices mailed to an alternate address other than the main address on file at the bank.
 - Duplicate advice copies can be mailed, emailed or faxed (Fax Copies) to as many as three different addresses or fax numbers, with an additional option of receiving copies of the items. Check image copies include the front and back of the item (default), with a choice of just the front. Faxed image copies are sent one item (front and back) per page, with the option to receive three check per page reduced in size. Duplicate advice copies include only chargebacks and will match the original advice totals.

Fax Notification

The City may choose from hourly (default) or end of day faxes advising them of their returned deposited items. Automated faxed notification is a continuous listing of returned items that will not necessarily match the original advice total. Image copies of returned items (front and back) are also



available with this option. The default is one item per page with an option to reduce the size of the images to fit three per page. Fax notification options include:

- Re-deposits only
- Chargebacks only
- All returned items

Email Notification

The City may choose to receive an hourly or end-of-day email notification of their returned deposited items. Email notifications are sent via secure email. The email detail page includes all returned and re-deposited items. Optional check image copies include the front and back images of each item (default) or just the front, with a choice of all items, chargebacks only or re-deposits only. Email notifications may include multiple items depending on the number of returned items being processed. Email address length is limited to 40 characters. Email notifications with images or duplicate advices can be set up for as many e-mail addresses as the customer requires. (See sample [here](#)).

Posting

The City may choose from the following chargeback posting options:

- Debit an alternate account
- One debit per item
- One debit per account per day for the total amount of the returned items processed (Note: this option is recommended for Information Reporting Previous Day if they view returned items)
- One debit per customer location per day

Maker Information

The maker (check writer's) name can be keyed into the U.S. Bank returned item processing system so that it appears on the advice and/or summary report sent to the customer. The first initial and last name (up to 13 characters) will be keyed on to the advice. Please note that maker name keying is only available on chargeback items.

Locations Processing

Customers with multiple locations, stores or divisions depositing into the same checking account may receive returned item information reported by location number. This service requires that customers provide their location, store or division numbers within:

- The deposit tickets' Magnetic Ink Character Recognition (MICR) line. Identifier numbers of up to 10 digits can be preprinted within the auxiliary on-us field of the MICR line on deposit tickets and must be included.
- Within the customer's endorsement on the back of the check.

When this service is implemented, the customer's location numbers are set up within the returned item processing system. Unique special returned item instructions may be established for each



location. Customers may also define instructions for items processed as an unidentified location (999).

Transmission

U.S. Bank Returned Deposited Item Transmission is an automated method of receiving returned item information. The detail within the transmission can be downloaded into a company's system for tracking returned item activity and adding information into a database which tracks bad checks.

The City has the option of receiving a text only or text and image transmission:

Standard Transmission

The City may wish to receive a daily transmission, in a standard format, for uploading data into their reporting systems. The transmission is a standard format including MICR and other information.

Image Transmission

The City may include images along with the standard text file related to the returned deposited items. The data and images are provided within a 'Zipped' file. Customers will receive the front and back images of the returned items and have a choice of receiving an image of the advice.

Transmissions will occur before 10 p.m. PT (at the end of the processing day). There will be one transmission per day. The information that customers may receive via transmission includes:

- Choice of receiving only returned items or include redeposit information
- Site indicator (M - Minneapolis or P - Portland)
- Returned Item Sequence Number
- MICR information—Account number, routing transit number, check serial number and amount of item
- Deposit information—Deposit bank number, account number and deposit date (if captured through the "All Items" file)
- Alternate charge account information
- Return reason code
- Maker information—Includes 13 characters: first initial and last name. If not readable "N/A" is keyed (Maker information is optional with per item fee)
- Posting Date
- Store Number

Image Transmission

Returned Item Images within the transmission

If receiving the image transmission, the text is the same as listed above. Along with the text file, the returned items images are housed in a zipped file which includes the front and back image of each returned item. Note: The City will need software to unzip the file.



Items are identified by using the site indicator combined with the sequence number and source code found within the text file. The images are formatted as Y300.P.aaaaaaa.bb99999.cnnn.TIFF:

- aaaaaaaa = Customer Name
- bb = site M1 (Minneapolis) or P3 (Portland)
- 99999 = sequence number
- c = F (front) or B (back)
- nnn = Source Number

Returned item advice images within the transmission

Advice images are optional and identified by the site indicator and sequence number found in the text file.

The images are formatted as Y300.P.aaaaaaa.bb99999.TIFF:

- aaaaaaaa = Customer Name
- bb = site A1 (Minneapolis) or A3 (Portland)
- 99999 = sequence number

The images are in a TIFF format. TIFF was selected because it is one of the most popular and flexible of public domain image file formats. TIFF is also portable and does not favor a particular operating system.

Returned Items

usbank

<<Previous 1 of 1 Next>> Close

Account #: 123456789012 MICR Acct #: 123456789012 Check #: 106244
Transaction Type: Advice Amount: \$243.26 Date: 11/06/20XX
Sequence Number: 1000123456

Front View
Back View
Front and Back

Zoom In
Zoom Out
Rotate Right
Rotate Left
Invert

Show:
Endorsement
Signature
Routing Number

usbank

RETURN ITEMS - 300
PD--OR--XXX1 XXX0--XXX--XXXX
Date: November 6, 20XX Advice 106244
Acct: XXX123456789012 Cash Item: XXXXXXXXXXXXXXXXXXXX

	REASON	MAKER	SEQ #	ITEM AMOUNT
NOTICE OF RETURNED DEPOSITED ITEM	NSF	SINGLEPOINT	1099012345	58.71
	NSF	SINGLEPOINT	1099023456	66.66
	ENDORSE MISSING	SINGLEPOINT	1099034567	117.89

SAMPLE COMPANY A
123 MAIN STREET
CITY, STATE XXXXX-XXX

3 Items charged totaling \$243.26
Advice Total \$243.26



Check Images

usbank

Front View

Back View

Front and Back

Zoom In

Zoom Out

Rotate Right

Rotate Left

Invert

Show:

Endorsement

Signature

Routing Number

Bank of First Deposit

Print Image

Print All Images

Save Image

Save All Images

☒ Include header(s) when printing

<<Previous 1 of 1 Next>>

Close

Routing #: 091000022 MICR Acct #: 1234567890012 Check #: 1234
Transaction Type: Return Amount: \$58.71 Date: 11/06/20XX
Sequence Number: 1099012345 Return Reason: NSF

Sample Company A
123 Main Street
Chicago, IL 12345-4444

1234

Date 11/02/200X

Pay to the
Order of Company Name \$ 58.71

.....Fifty eight and 71 cents Dollars

U.S. Bank
Chicago, IL 60601-0000
⑆04⑆000022 ⑆123456789012 ⑆1234

Sample Signature

Sample User

Reports

Summary report

The City may a large volume of returns and/or with location processing may choose to receive a daily summary report. This hardcopy report lists each chargeback item and is mailed to a customer daily. For customers with location processing, the report is sorted by location number and includes a report for each location as well as an overall summary report. Re-deposited items and maker information will be reflected in the report if the City also subscribes to these add-on services.

SinglePoint Image Access

The City may access returned item information by account including MICR account and Routing number, Check Number, Return Reason (if requested otherwise it defaults to NSF), Amount, Date, Advice Number and images of the items. Using the search functionality customers can select returns, re-deposits or both types. Image Access contains 90 days of historical information.



Image Access

SinglePoint® Click here for returned deposited items and returned redeposited items. Then click Search. You have 12 items

Search for Images [Help with this](#)

* = required field

1. Select Type of Transaction* (hold down the Ctrl key to select multiple types)

DDA Transactions: All Types, Checks, Credits/Deposits, Misc DR

OR

Returns: All Types, Returned Deposited Items, Returned Redeposited Items

OR

Advices: Advice

2. Select Accounts* (hold down the Ctrl key to select multiple accounts)

DDA Accounts: All Accounts, 123456789012, 234567890123, 345678901234, 456789012345

OR

MICR Accounts: All Accounts, 5678901, 6789, 789012345678901

3. Narrow your search using the following criteria.

Enter as much information as you know in the fields below. To search by a single query instead of a range, enter it in the first field.

Date (mm/dd/yyyy) Start Date End Date

Note: If you do not enter dates, the search will default to the past 90 days.

Check Number From To

Amount From \$ To \$

Sequence Number

SinglePoint Information Reporting

The City may access previous day reports that include returned item information by account that includes a transaction description (return or re-deposit), Return Reason (if requested otherwise it defaults to NSF), Amount and transaction reference number.

Previous Day Reporting

Previous Day

To see the advice for this account, click View Advice. To view a single image, click View Image. To view images for n check box for each item, then click View Images.

Transaction Summary for 11/06/20XX

[Printable format](#)

Account Name / Account Number	CCY	Return Item Transaction Total	Total Number of Items	Action
Sample Account A 123456789012	USD	\$243.26	3	View Advice

Transaction Detail for 11/06/20XX

Transactions 1 - 25 of 550

[1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#) [Next](#) [Next 10](#)

[View Images](#)

Select All	Amount	Transaction Description	Reason Code	Transaction Reference	Action
☐	\$58.71	Return	NSF - Not Sufficient Funds	1099012345	View Image
☐	\$66.66	Return	NSF - Not Sufficient Funds	1099023456	View Image
☐	\$117.89	Return	Endorse Missing	1099034567	View Image

[View Images](#)



SinglePoint Information Reporting transaction search

The City can view the above information through transaction search that includes 45 days of historical returned item information. From the Transaction Search Page, customers can also select to view a Consolidated Returned Item report. This consolidated report displays summary level information of paper and ACH returned items at an account level, with access to returned item detail. Images of both paper and ACH items converted from Image Cash Letter (ICL) or On-Site Electronic Deposit (OED).

Information Reporting

Transaction Search

To perform a search, enter information below.

* = required field

1. Select Accounts* (hold down the Ctrl key to select multiple accounts)

Available Accounts: Search

Included Accounts: Search

2. Select Type of Transaction* (hold down the Ctrl key to select multiple types)

Lockbox Deposits
No Checks
Paper Credits
Returned Items
Wire Credits
Wire Debits
ZBA

3. Narrow your search using the following criteria.

Enter as much information as you know in the fields below. To search by a single query instead of a range, enter it in the first field.

Date (mmdd/yyyy) Start Date End Date

Note: If you do not enter dates, the search will default to the past 60 calendar days or your extended retention period.

Amount From \$ To \$

Transaction Reference From To

SinglePoint Returned Item Decisioning

The City can view returned items current day and decision whether to allow redeposit or change to chargeback any eligible items returned for NSF or UCF. Returned Item Decisioning is available between 5:30 a.m. and 4:30 p.m. PT. Items not decisioned by 4:30 p.m. PT default to redeposit.

Requalified Items

The City may choose to have items requalified and rerouted to another financial institution or return item processor for handling. In these cases, the returned item will not be charged directly to the customer's U.S. Bank account. This service allows a customer to centralize its return item processing at one provider, regardless of where the item was originally deposited. U.S. Bank sends requalified items in a cash letter per its usual check clearing channels.

ACH Return Notification

U.S. Bank offers three options for the City to receive your ACH Return and NOC reporting: SinglePoint, data transmission and fax.



The ACH Returns and NOC report include previous day settled items. Information about NOCs and returns is available on SinglePoint by 8 a.m. PT.

**ACH returns are listed in SinglePoint with key data
from the batch header and specific details about each item:**

▪ Company name and company ID number	▪ Receiver's account number
▪ Date and processing cycle of the item	▪ Individual ID and name
▪ Settlement date of the transaction	▪ Amount
▪ Transaction code	▪ Return reason code and description
▪ Originating RDFI	▪ Addenda information

Automated NOC update service

ACH transactions originated through SinglePoint that generate Notifications of Change (NOCs) from the receiving institution automatically update the ACH template in SinglePoint. SinglePoint reports transactions that were automatically updated by U.S. Bank, based on NOC information.

Additional return and notification of change items are sent from other financial institutions with the same day ACH items. These items appear on the ACH return reports the following business day. Clients may opt to add another return settlement later in the day and receive those additional items in a current day ACH Return and NOC report in SinglePoint and/or via transmission file.

Current day ACH detail information is updated on SinglePoint at 5 a.m., 8 a.m., noon, 2:30 p.m. and 4:30 PT.

ACH Return and NOC reports transmitted via direct file transmission

We recommend a Nacha formatted file for the return and NOC items, which allows the most flexibility for automating the process and importing the information into internal systems. ACH return and NOC items cannot be reported separately. The SinglePoint ACH Return and NOC report in standard reporting allows users to filter the report to generate reports that contain only NOC items or only ACH return items. Clients may also sort by SEC code and other parameters.

xi. Does the bank provide e-lockbox services? Describe fully. The City currently uses an E-Box service to facilitate collections. The service handles an average of 13,000 items per month.

Yes, U.S. Bank provides e-lockbox services. The City can receive consumer-initiated payments electronically with e-lockbox. The payment network consists of more than 120 payment originators, including all consumer banks who offer online bill pay, as well as third-party payment consolidators.

Payment initiation, processing and routing

- We establish the City (biller ID) on the payment network



- Payment originators perform payment processing and routing based on your e-lockbox profile; if the consumer-initiated payment does not match your profile (e.g., incorrect entry of payee name, address), it will be remitted as a paper check
- Consumer payments matching your e-lockbox criteria are routed electronically through the payment network to U.S. Bank

Payment settlement

- We receive transaction information – including credits and reversals (debits) where applicable – from the payment network
- Credits are made to your account on the same day they are received

Remittance reporting

- Our e-lockbox Support Operations team receives daily files from the payment network
- You receive a consolidated remittance file each day by 8:30 a.m. PT that can be posted to your A/R system
- Remittance file transmissions or downloads are available through VantagePoint. Reports can be limited to e-lockbox payments or consolidated with other receivables payments

xii. What type deposit bags are used or required? Are these available from the bank? At what cost?

Branch services

Tamper evident polyurethane (poly) deposit bags must be used for night drop, drop off and armored carrier delivery of branch cash deposits. Any bags accepted via cash vault will also be accepted at our branch locations.

Cash vault

We require tamper-evident polyurethane (poly) deposit bags with tamper-evident security features in accordance with the Federal Reserve Bank's Cash Services. DTS Connex vendor IFS offers DTS deposit bags for purchase. For security purposes, we do not accept locking zipper deposit bags.

Deposit bag requirements

All currency deposits must be packaged in clear plastic bags designed for one-time use.

- Plastic bag material must be a minimum of five-mil or the equivalent in strength and durability
- Bags must bear identification – including U.S. Bank, vault name, deposit amount, location name and location number
- Bag must be clear enough that contents are easily distinguishable through the packaging material
- Bags must be securely sealed
- The seal on the bag must be tamper-evident so unauthorized access is easily detectable

We prefer clients purchase polybags from an external vendor.



For additional details on fees, please refer to [Attachment A, Proposed Bank Fees](#).

xiii. Are dual verification security measures used on all receipt of deposits (immediate and post) at each deposit location?

Branch services

One employee will be present when opening deposit bags for post-verification. Employees who accept and process deposits must also initial the drop-off deposit log, in order to have documentation that more than one employee handled the deposit.

Cash vault

We employ a dual control environment for processing cash transactions (two bank employees or one bank employee plus a security camera).

We employ stringent performance monitoring, generating reports to quickly identify areas of concern. In addition, employee background checks, fingerprinting and surprise audits are conducted.

xiv. May deposits or credits be delayed for any reason? Describe.

Branch services

Cutoff times for branch cash services vary by market, with no cutoff times before 2 p.m. local time. Branch deposits dropped off for post-verification shortly before cutoff or branch closing may be held for processing the next business day.

Cash vault

We must receive the deposit before the 4 p.m. local time deposit (dock) deadline for same-day ledger credit. Deposits appear on SinglePoint and BAI Transmission previous day balance reporting on the following business day. Cash only deposits may appear on SinglePoint and BAI transmission current day balance reporting, if processed by 2:30 p.m. PT and depositing to a non-Focal Point Plus account.

Deposits requiring special handling may have a different deadline, varying by vault; please check with your U.S. Bank representative if you think this applies to your deposits. It is your carrier's responsibility to deliver your deposit to the vault before the cutoff time. U.S. Bank will not be responsible for delayed credit due to late armored carrier deliveries.

xv. If provisional credit is given on deposit before verification, when does verification occur?

Tellers are not able to immediately issue receipts for post-verified or drop-off deposits, nor will provisional credit be given for the deposit. Processing and verification of the deposit takes place before the branch closes for the day. Once verified, the deposit will be logged and recorded.



xvi. How much advance notice is required on coin and currency orders? Can orders be placed on line? Is there any minimum purchase requirement? What is the turn-around time on orders?

Branch services

The lead time on the placement of change orders varies. Please work with the local branch management to determine the appropriate lead time for placement of your order requests. Large orders, such as those containing a large volume of currency and/or coin rolls, or special purpose change orders typically require up to one week or more prior notice. Check with your local branch for specific details on order deadlines to ensure timely delivery.

For branch services, change orders should be placed in minimum increments of full straps of currency and full rolls and boxes of coin whenever possible. Settlement options include cash for cash exchange, U.S. Bank check or debit to a U.S. Bank account.

Cash vault

Both coin and currency can be ordered. We offer full and partial straps of currency as well as individual rolls of coin, full boxes of coin and full bags of loose coin for ordering. Delivery lead times are determined by your armored courier and not by U.S. Bank.

Cash vaults provide strapped and loose currency. We prefer orders of full boxed coin, but individual rolls of coin are also available. Discounts are offered for ordering full straps of currency and full boxes of rolled coin. There is a minimum order of \$1 and all orders must be whole dollars. In all cases, we debit the change order amount to your account on the day the order is scheduled for pickup by the courier.

SinglePoint Cash vault

SinglePoint's Cash Vault service provides the ability to view reports and manage Cash Vault order activity for the City.

Cash Vault Reporting in SinglePoint provides daily account activity and detail reporting on Cash Vault Transactions. SinglePoint customers can view the following information:

- Cash Vault Deposits
- Cash Vault Adjustments
- Coin and Currency Purchased

Cash Vault Ordering in SinglePoint allows real-time multi-vault and location ordering of coin and currency. It also provides the ability to view order activity as well as reorder and cancel orders. The U.S. Bank SinglePoint Cash Vault service is powerful, convenient, fast and flexible for the user.

- Powerful, with comprehensive order activity and detail available for up to one year.



- Convenient access to order coin and currency at any time and view a running grand total of an order.
- Fast orders are placed or canceled real-time with immediate responses.
- Flexible customization of entitlements allows for each user to have access to the locations and vaults that they need for ordering.

xvii. Include a list of all the bank's deposit locations

Branch Location	Address	Hours	Distance from City Hall
Roseville, California	221 Estates Drive Roseville, California 95678	▪ Monday to Friday • 9 a.m. to 5 p.m. PT ▪ Saturday • 9 a.m. to 1 p.m. PT	0.9 miles
Sunrise Avenue Safeway	989 Sunrise Avenue Roseville, California 95661	▪ Monday to Friday • 10 a.m. to 6 p.m. PT ▪ Saturday • 10 a.m. to 2 p.m. PT	2.2 miles
Woodcreek Oaks Safeway	9045 Woodcreek Oaks Boulevard Roseville, California 95678	▪ Monday to Friday • 10 a.m. to 6 p.m. PT ▪ Saturday • 10 a.m. to 2 p.m. PT	5.8 miles

xviii. Does the bank offer RCK (Re-presentment of Checks) with reissuance as an ACH debit? Describe.

We do not offer a RCK service. However, we can process RCK transmissions sent by our ACH origination clients.

D. Remote Electronic Check Acceptance

The City does currently use remote deposit for an average of 14,000 items per month and will continue this service for deposit of both consumer and commercial checks at the Utility Billing location. The City is anticipating the implementation at additional locations.

i. Describe the bank's process and capabilities for remote capture. Describe equipment needs, capabilities, and limitations. A web-based system is required.

Our remote deposit capture product is a robust, scalable and highly configurable web-based application. On-Site Electronic Deposit supports simple deployments with small volumes and complex, multi-user deployments with high volumes.



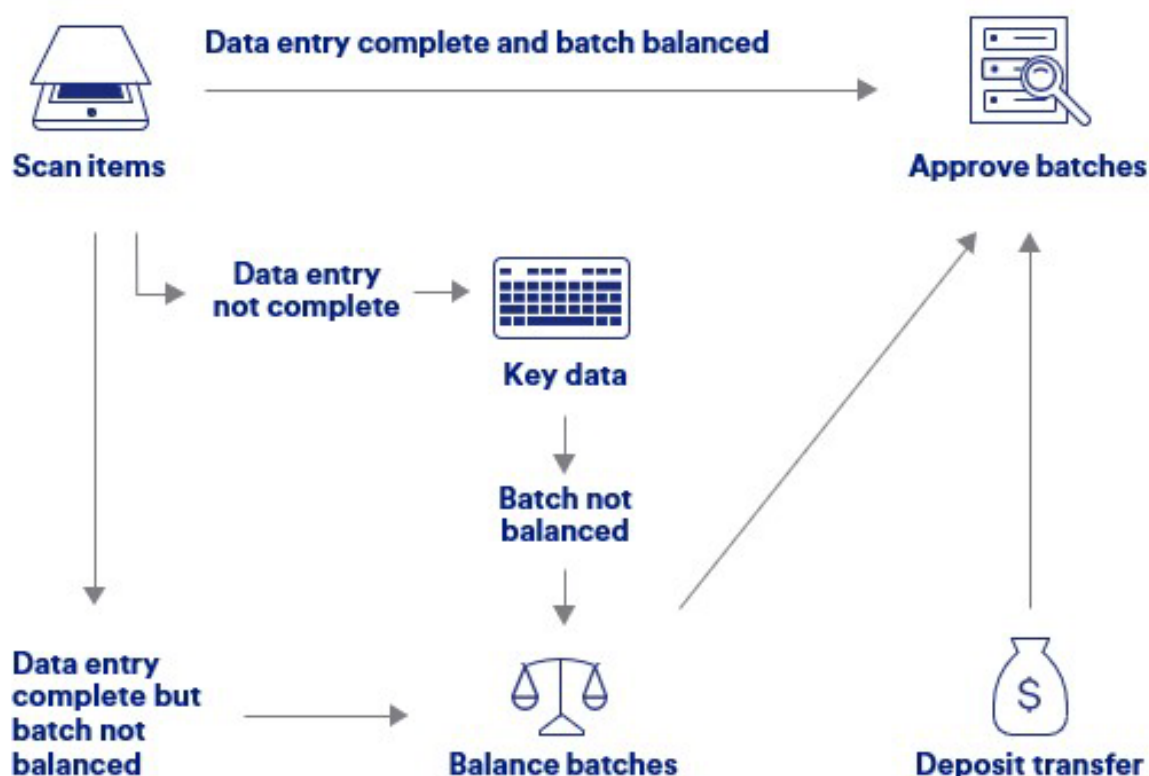
Access both components via SinglePoint

Deposit Module

- Separate staff duties by assigning workflow based on units of work: scan, key, balance and approve
- System configuration facilitates depositing into one or many U.S. Bank deposit accounts
- Mobile users (and their checks) can be incorporated into the approval process

EDM system			
Dedicated management modules	▪ Reports ▪ Returns search	▪ Research ▪ Administration	▪ Deposit review ▪ Help functionality
Stores and configures your information	▪ Post-deposit repository of data and information ▪ Complete and maintain set-up and configuration information ▪ Aggregates and stores depository information for reporting and archiving		
Organization hierarchy	With virtually no structure or depth limit, your set up reflects your organizational structure. With a greater number of member levels, more granular data is stored in EDM and more detailed access controls are available. ▪ Members—Organizational levels, such as companies, merchants, stores, terminals or groups that describe each point of transaction capture that transmits data ▪ Users—Individuals who manage or view a particular member's data We help you determine your optimal hierarchy structure. The system administrator role is assigned to the highest member in your hierarchy. They: ▪ Configure EDM and add new roles and users ▪ Manage all user set-up and administration		

On-Site Electronic Deposit process



ii. Does the bank provide remote deposit processing currently? Give two comparable public agency references including a contact name and number.

Yes. U.S. Bank is pleased to provide the following references:

Reference	Contact information
City of Elk Grove	Matthew Paulin, Finance Director ■ mpaulin@elkgrovecity.org ■ 916-627-3221
County of Yolo	Sou Xiong, Treasury and Revenues Manager ■ sou.xiong@yolocounty.org ■ 530-666-8212 Tom Haynes, CFO ■ tom.haynes@yolocounty.org ■ 530.666.8190

iii. What is the final cut-off time? Are there any limitations on batch size or number of transmissions per day?



The following table illustrates the deposit deadlines (in Pacific Time) for same-day ledger credit of funds:

Deadline description	Deposit deadline	Bank processing time ¹
First deadline	6 a.m.	8 a.m.
Morning	8 a.m.	10 a.m.
Mid-morning	9 a.m.	11 a.m.
Mid-day	11 a.m.	Noon
Early afternoon	Noon	2 p.m.
Late afternoon	2 p.m.	4 p.m.
Early evening	4 p.m.	6 p.m.
End-of-day	8 p.m.	10 p.m.

¹. Bank processing time is an estimate.

There is no limit on the number of checks or batches included in a single deposit. However, by default, only 300 checks or items can be contained in any one batch within On-Site Electronic Deposit.

To clarify, a unit of work is the batch. The batch size is variable and can be configured to provide the operator a warning when a specified number of checks have been scanned and a hard-stop based on batch size can be configured where the batch will end. Using these options, you can control the batch size. Within On-Site Electronic Deposit, we will aggregate all batches (by deposit identifier, if utilized) within a business day into a single deposit.

iv. If a check is accepted and subsequently returned by the bank NSF, define the process.

Our standard service is a chargeback to the deposit account with a first return. We currently process returned items at the St. Paul, Minnesota operations center.

The City can establish special instructions for redeposit, email notification, phone call, fax, store number, alternate address, second copy, alternate charge account or transmission of returned item information. Special instructions are available by account or location. As your returned items are processed, they go through a number of steps to determine processing procedures.

- MICR line of return item read and compared against cleared item file created during initial deposit process
- Returned item matched to associated deposit ticket on cleared items file
- Following match, system accesses returned item special instructions
- Returned items processed in accordance with special instructions (e.g., redeposit, assign a store number, send to company for collection, etc.)

- Returned items are forwarded attached to an advice (for reconciliation purposes, a single advice matches a single debit on your bank statement)

Processing may result in receipt of multiple advices and debits on any given day. Multiple advices can be the result of many factors including segregation by store number, reject processing (bad MICR, mutilated item) and multiple cycles. Special instructions are available to allow a consolidated debit for multiple advices by location or by account.

v. What options does the City have in scanners for use with the process in various volume locations?

On-Site Electronic Deposit supports multiple scanners for imaging of check and associate items (remittance coupons).

Scanner		Features	
	Digital Check CheXpress® (CX) 30	▪ Captures front and rear image ▪ Franking cartridge included ▪ Front (preferred) or rear single item check exit	
	Scanner dimensions		Document size
9.38" L x 3.92" W x 7.47" H		▪ Min: 2.20" x 4.17" ▪ Max: 4.25" x 8.98"	

Standard manufacturer warranty: two years

Warranty upgrade

- Upgrades standard warranty period to next day Advance Unit Exchange (AUE)
- Must be purchased within 30 days of the original scanner order

Business need

- Single item scanner
- Small desktop footprint
- Low-cost solution targeted for low check volume
- Automatic franking function to identify processed items

Scanner		Features	
	RDM EC9611i™	■ IP-addressable (network) scanner ■ Captures front and rear image ■ Franking cartridge included	
	Scanner dimensions		Document size
	9.3" L x 6.0" W x 6.9" H		■ Min: 2" x 4" ■ Max: 4" x 9"

Standard manufacturer warranty: two years

Warranty upgrade

- Additional two years beyond the standard manufacturer warranty (total of four years)
- Must be purchased within 30 days of the original equipment order

Business need

- Single item scanner
- Stand-alone USB connected device
- Single 10/100 Ethernet port
- Automatic franking function to identify processed items
- Lower cost for low check volume and clients on any network or thin client environment such as Citrix

Scanner	Features
 EC 9603i™ 30	▪ IP-addressable (network) scanner ▪ Rated at 30 documents per minute (dpm) ▪ Single item or batch mode processing ▪ Captures front and rear image ▪ Duplicate check detection ▪ 30 item document feeder ▪ Franking cartridge included
Scanner dimensions	Document size
9.3" L x 6.0" W x 6.9" H	▪ Min: 2.5" x 4.8" ▪ Max: 4.9" x 9"

Standard manufacturer warranty: two years

Warranty upgrade

- Additional two years beyond the standard manufacturer warranty (total of four years)
- Must be purchased within 30 days of the original equipment order

Business need

- Batch processing
- Stand-alone USB connected device with built-in two-port USB peripheral hub
- Two-port 10/100 Ethernet switch
- Automatic franking function identifies processed items
- Lower cost for low check volume and clients on any network or thin client environment such as Citrix

Scanner	Features
 Epson CaptureOne™ 30/60/90 TM-S1000	▪ Rated at 30, 60 or 90 dpm ▪ Processes items in single or batch mode. ▪ Captures front and rear image ▪ Duplicate check detection ▪ 100 item document feeder ▪ Franking cartridge included ▪ Field upgradeable from 30 to 60 or 90 dpm
Scanner dimensions	Document size
14" L x 6.3" W x 6.9" H	▪ Min: 2.5" x 4.8" ▪ Max: 4.9" x 9"

Standard manufacturer warranty: two years

Warranty upgrade

- Additional one or two years beyond the standard manufacturer warranty
- Must be purchased within 90 days of the original scanner order

Business need	
▪ Batch processing ▪ High check volume	▪ Supports franking in single item and batch scanning mode ▪ On-off switch

Scanner	Features
 Digital Check TellerScan® (TS) 240: 50 / 100	▪ Rated at 50 and 100 dpm ▪ Processes items in single or batch mode ▪ Captures front and rear image ▪ Duplicate check detection ▪ 100 item document feeder ▪ Franking cartridge included (TS 240: 50 only) ▪ The 100 dpi model is capable of ink jet printing to record deposit information
Scanner dimensions	Document size
11.1" L x 5.10" W x 7.5" H	▪ Min: 2.12" x 3.19" ▪ Max: 4.25" x 8.98"

Standard manufacturer warranty: two years

Warranty upgrade

- Upgrades standard warranty period to next day AUE
- Must be purchased at the time of the original scanner order

Business need

- Batch processing
- High check volume
- Compact design conserves desk space

Scanner



Digital Check
SmartSource Adaptive
2.0

Features

- Vertical paper feed allows for a variety of documents to be scanned, including checks, remittance coupons and full-page documents
- Rated up to 78 documents per minute (dpm) and 105 dpm for checks
- Processes items in single or batch mode
- Captures front and rear image
- Duplicate check detection
- 100 item document feeder (30 page-sized items)
- Franking cartridge included

Scanner dimensions

15.6" L x 6.4" W x 11.3" H

Document size

- Min: 2.0" x 2.9"
- Max: 8.5" x 14.2"

Standard manufacturer warranty: two years

Warranty upgrade

- Upgrades standard warranty period to next day AUE
- Must be purchased at the time of the original scanner order

Business need

- Batch processing
- High check volume
- Compact, vertical-based design conserves workspace
- Create a single document archive scanning full page documents, along with remittance coupons and checks

vi. Is the scanner equipment available through the contract: purchase or lease? List the equipment required along with its approximate cost(s).

A bonus of \$100,000 will be offered for the first year to offset any setup, new services, or monthly maintenance fees. Please refer to Attachment A for pricing.



E. Standard Disbursing Services

Standard disbursing capability for all disbursing accounts is required. Payment of all City checks without charge upon presentation especially for City employees is required. Checks are currently being written on the various accounts. The City requires positive pay services with payee name verification.

The City does not currently use integrated payables, electronic payables or virtual cards. The use of ACH has been limited for vendor payments and approximately 320 vendor checks are written weekly. Additionally checks are used for water utility refunds. The City prints its checks on blank check stock.

The City currently uses (250-300) purchasing cards from a separate vendor which may change under this contract, with average monthly spend of \$300,000 and 1,200 monthly transactions.

The City does not have a mandatory direct deposit policy but actively encourages its employees to move to direct deposit. Currently, 96% of the average 1,300 employees use direct deposit. Manual payroll checks are also occasionally written. Pay cards are not currently used.

i. When is daily check clearing information available online through intra-day reporting? How long are transaction details maintained online?

U.S. Bank branch cashed checks may be available in real time. Otherwise, cleared checks will be available to the City the following business day. SinglePoint retains check images for up to 60 days through the previous day module and up to seven years through the Image Access module. Transaction details are available for 60 days and may be extended up to 12 or 24 months through extended retention.

ii. Does the bank image all paid checks?

Yes, we capture an image of every paid item processed.

iii. Describe any payment consolidation services (e-payables) available. What data transfer options are available for payment consolidation systems?

Our e-payables programs include our Consolidated Payables, Payee Choice and Virtual Pay services.

Consolidated Payables

Consolidated Payables simplifies the payment process by combining the City's multiple payment types into a single payment origination file. The City may one data file to U.S. Bank with all the payment information for any combination of ACH, wires, checks, virtual cards, RTP and Zelle® payments. The bank facilitates the production and distribution of the payments and related remittance information.



Consolidated Payables streamlines those processes and helps clients move toward the electronic origination of all payments. This service allows the City to originate electronic payments and optimizes your working capital by:

- Offering bank-defined flat and industry standards to exchange payments
- Reducing manual processing and the chance for human error
- Reducing the costs of making disbursements
- Providing greater control over the timing of payments and improving cash forecasting

With consolidated payables, the City can send your payment instructions in a data format produced by Oracle Fusion, which reduces the need to revise databases or financial systems to distribute payment instructions. Our data translation supports industry standards, such as ISO 20022 and ANSI X12, bank-defined standard flat files and proprietary formats.

Payee Choice

Payee Choice is a vendor-hosted payment hub used to simplify one-time or recurring payments to consumers or businesses by allowing the payees to choose how they get paid. The City may use a module accessed via SinglePoint to upload payment instructions, manage payees and customize a payment choice website for their payees. Payees visit a client-branded payment choice website to choose their payment method (ACH, RTP, Zelle®, Push to Card, Prepaid card or check) and provide any additional information needed to receive payment (e.g. bank account information, home address). Payments are sent via the chosen method and information is stored for future use. Payee Choice also supports data transmission for clients wishing to automate payment instruction files sent to Payee Choice, plus receipt of outbound reports from Payee Choice.

Virtual Pay

Please refer to question vii. below for additional information on Virtual Pay.

iv. Define and illustrate the payee information provided the City for single and multiple payments.

Payee information may be provided by the City through your Accounts Payables module from Oracle Fusion for our consolidated payment, payee choice or Virtual pay services. This information would need to include the payee's information and the amount to be paid. Depending on the service, payment type may also be requested.

In addition, the City has the option to save payee information through the ACH Origination or Wire Transfer modules in SinglePoint through templates. This information would include the payee's name, banking account information and other pertinent information for the payment. This information provided by the City may be used for single or multiple payments within these different channels.

v. Describe the handling of exception or non-standard items through the payment consolidation process. Describe the error tolerance limitations and subsequent handling requirements.



For the Consolidated Payables service, exceptions would be handled in the normal route by the payment origination type. Checks may be reissued, or the City may place a stop payment. ACH payments would receive an ACH Return or a Notification of Change (NOC) report to notify the City of any exceptions. Virtual Cards payments may be returned if not processed within the allotted time. Wires would be returned if a confirmation was not received or if the banking information was not correct.

Exceptions for the Payee Choice or the Virtual Pay service would be instances where the Payee either did not choose a payment method or did not process the payment in the allotted time. In these situations, the City would be provided with a report on transactions that were not processed. The City has the option to try to pay these individuals or businesses again or pay through an alternative method.

vi. Describe any options available for ease of check reconciliation.

U.S. Bank Account Reconciliation delivers the City prompt and accurate computer-generated reports on paid and outstanding checks. Our services reduce your clerical work, help reduce fraud and give you more time. Designed to fit with your computerized accounting system, flexible reporting options benefit a wide variety of accounting cycles. We provide your information via hard copy report, data transmission or online through SinglePoint Account Reconciliation.

We provide two options to help reduce or virtually eliminate staff time for reconciliation. Both offer flexible cutoff times to allow you to customize the statement period.

U.S. Bank Partial Reconciliation

We provide a list of paid checks and missing items in numerical order on the reconciliation. The Paid Only report provides detail including date paid, dollar amount and check number of each check.

The City can add positive pay to partial ARP. While positive pay is optional, we strongly recommend you take advantage of this service as a component of your overall ARP package. Positive pay is the best and most affordable protection against fraudulent check activity. If you choose not to use positive pay, you are responsible for and more susceptible to, fraudulent activity within your accounts.

U.S. Bank Full Account Reconciliation

We provide a set of comprehensive reports listing all outstanding and paid checks, along with all other check activity. Information can be provided via SinglePoint ARP, data transmission and hardcopy. With full reconciliation, you simply forward us the register information on all checks issued, along with a list of deleted or canceled items. Your issue information is compared to your account activity to produce the reports. Since we automatically adjust and correct mis-encoded items, the service virtually balances your checking account for you.



The City currently utilizes our full reconciliation service.

vii. Describe any virtual or SUA card programs available.

U.S. Bank Virtual Pay is a commercial card payment solution that combines the control and automation of client purchasing and payables systems with the simplified payment and incentive opportunity of virtual cards. Virtual Pay extends the value of purchasing card programs by further automating your Accounts Payable payment processes, replacing traditional paper check payments with cardless U.S. Bank virtual accounts.

Virtual Pay allows you to use your current business practices, which may include processing purchase orders, receipts, approvals, coding and invoices in your system. Once approved, payments are ready for processing. provides these payments to U.S. Bank via a file, online form or through an API. We then use one or a combination of the options below, depending on supplier preference, to accommodate payment to your suppliers:

Supplier-initiated payments

- Single-Use Account (SUA)—Unique account numbers are assigned to each approved payment transaction; users can request and access a virtual account on their mobile device
- Pre-Authorized Limit (PAL) account—We dynamically raise credit limits on supplier-dedicated cards from zero to the amount of the payment appearing on the approved payment file

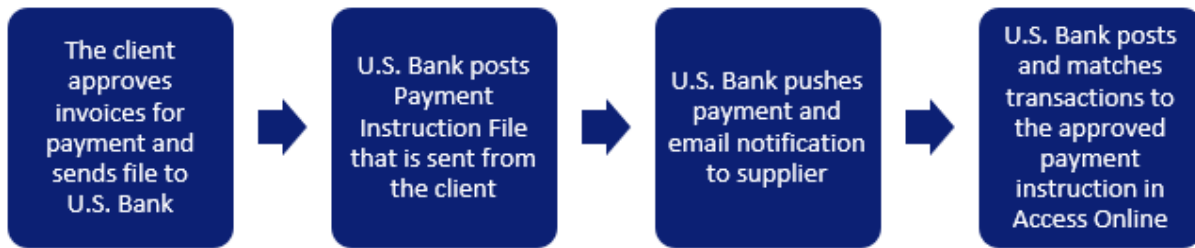
Supplier-initiated payments process flow:



Buyer-initiated payments (Straight-Through Processing–STP)

- Funds are automatically deposited into a merchant bank account, less interchange.
- We provide reconciliation functionality in our tools to automatically match processed supplier payment transactions with your authorized payments.

Buyer-initiated payments process flow:



Virtual Pay can accommodate both supplier-initiated and buyer-initiated payments without the need for separate file integration.

Benefits

Virtual Pay provides significant benefits for, including:

- Increased control and security through SUAs and authorization controls
- Extended Days Payable Outstanding
- Reduced costs for by eliminating checks
- Increased savings for by using a streamlined automated reconciliation process
- Potential for additional incentive
- No contract required – this product is included under your current CAL-card program

In addition, your suppliers will benefit by:

- Reduced Days Sales Outstanding
- Receives payment typically within 48 hours of processed payment
- Automated payment reconciliation

F. Stop Payments

The City currently averages 7 stop pays a month. An initial minimum of six months for the stop pay period is required. Currently the City has automatic renewals in place for all stop pays. An automated input process is required.

i. Describe the stop pay process and any bank policy on stop pays.

The City can place stop payments in SinglePoint or by calling CCS. Stop payments may be requested at any time during business hours. We cannot guarantee a stop payment will be enforced during the first 24 hours, because the check may have already been cashed by a teller.

Within SinglePoint's Stop Payment module, we also provide a check paid inquiry function to verify if a check has cleared the account before placing the stop payment. SinglePoint checks the last 90 days of posted check transactions to verify nonpayment. If the check has been paid in the last 90 days, a message displays indicating the check has been paid.



For manual stop payments (paper checks), the system doesn't verify if a check has been paid before it accepts the stop payment.

ii. How long is the initial stop pay? How long is are the renewal periods?

The default for a SinglePoint Stop Payment is 12 months; optional expiration periods of six or 24 months are available. The City can use SinglePoint to either renew the existing stop payment or place a new stop payment after the original stop has expired. You can also access a weekly report that displays stop payments set to expire that week.

For manual stop payments (paper checks), the length of a stop payment order is 24 months. The City can choose to either renew the existing stop payment or initiate a new stop payment when the current order expires.

The renewal period can be for up to 24 months for online or manual stop payments.

iii. How is a stop pay renewal or cancellation accomplished? Is a new stop pay required?

The City can use SinglePoint or CCCS to either renew or cancel the existing stop payment, or place a new stop payment after the original stop has expired. You can also access a weekly report that displays stop payments set to expire that week. For renewals, they are treated like a new stop payment.

iv. What is the deadline for same day action?

Stop payments may be requested at any time during business hours. We cannot guarantee a stop payment will be enforced during the first 24 hours, because the check may have already been cashed by a teller.

v. Will the on-line system verify if the check was cleared before accepting the stop pay?

SinglePoint provides a check paid inquiry function to verify the check has not cleared before placing the stop payment. SinglePoint checks the last 90 days of posted check transactions to verify nonpayment. If the check has been paid in the last 90 days, a message displays indicating the check has been paid.

For manual stop payments (paper checks), the system doesn't verify if a check has been paid before it accepts the stop payment.



G. Positive Pay and Reconciliation

Positive pay is required on check writing accounts with payee verification. The City requires positive pay services with complete indemnification for fraudulent checks. The proposal must provide a fully automated and web compatible transmission process. Check register transmissions will be made as part of each check run. Manual check information must be able to be input and transmitted online.

The City requires that positive pay files be immediately applied and distributed to all tellers.

The City has three accounts with full reconciliation combined with payee positive pay services on two of the accounts. An average of 1,534 positive pay items are processed monthly.

- i. Describe data transmission file and timing requirements for posting check registers. Are file transmissions charged by file by detail item or both?**

U.S. Bank Account Reconciliation

Account reconciliation services	Types of transactions	Delivery methods	Cycle schedule	Delivery timing
Partial reconciliation	▪ Paid checks ▪ Miscellaneous debits ▪ Miscellaneous credits ▪ Stop payments	▪ SinglePoint ▪ Data transmission ▪ Paper	▪ Monthly ▪ Weekly ▪ Custom calendar	▪ SinglePoint: Two business days after the reconciliation cycle date ▪ Data transmission: Two business days after the reconciliation date ▪ Paper: Five days after the reconciliation cycle date, plus mail time
Full reconciliation	▪ Paid checks ▪ Outstanding checks ▪ Stop payments ▪ Cancelled checks ▪ Miscellaneous checks ▪ Miscellaneous debits	▪ SinglePoint ▪ Data transmission ▪ Paper	▪ Monthly ▪ Weekly ▪ Custom calendar	▪ SinglePoint: Two business days after the reconciliation cycle date ▪ Data transmission: Two business days after the reconciliation date ▪ Paper: Eight days after the reconciliation cycle date, plus mail time



Account reconciliation services	Types of transactions	Delivery methods	Cycle schedule	Delivery timing
Deposit reconciliation	Deposits	- SinglePoint - Data transmission - Paper	- Monthly - Weekly - Custom calendar	Five business days after reconciliation cycle date
Daily checks paid	Paid checks	- Data transmission - SinglePoint	Daily	- Data transmission: 5 a.m. PT - SinglePoint: 8 a.m. PT
Outstanding issues file	Outstanding Issues	- Data transmission - SinglePoint	- Daily - Monthly	- Data transmission: 7 a.m. PT - SinglePoint: 8 a.m. PT
Stale date processing and reporting	Cancelled checks (due to stale date)	Data transmission SinglePoint	Dependent on reconciliation cycle	- Data transmission: Two business days after the reconciliation date - SinglePoint: Four business days after the reconciliation cycle date

ii. Is positive pay input for manual checks available on-line? Describe fully.

Yes, the City may utilize SinglePoint's Issue Maintenance module for manual inputs of check information for positive pay.

U.S. Bank SinglePoint Issue Maintenance enables the City to:

- Enter check issue and cancel information online, from the browser, throughout the day
- Upload files with issue and cancel information in the U.S. Bank standard format (CSV) or create a customized delimited or fixed length format (limit of 5000 items per file upload)
- Enter payee names to support Teller Payee Positive Pay and Payee Positive Pay service options
- Retrieve up to 45 days of issue-cancel history
- Search on issue-cancel history by using search criteria such as date, dollar amount and serial number
- View Data Transmitted File Confirmation information



iii. Is exception reporting and handling managed totally online? Describe.

Yes, check exceptions are available through SinglePoint's Positive Pay module. The City has from 9 a.m.-3 p.m. each business day to view "unmatched" or exception items and decide if you would like to pay or return the item. If an item is not decided by 3 p.m., the system will utilize the default decision.

iv. At what specific time is positive pay exception information reported to the City? How is notification made? Is email notification available or must the City sign-on and check for exceptions?

We notify the City of exception items by 9 a.m. each business day of any positive pay exception items. Email notifications are available via SinglePoint external messaging.

v. At what specific time is the positive pay response required for City exception elections?

The City must submit your pay/return decisions by 3 p.m. account processing time.

vi. Does the bank have payee positive pay? Describe.

Yes. U.S. Bank offers payee positive pay at the teller line as part of our reconciliation service. As an additional service, payee positive pay can be implemented for the back office. These services allow for the payee's name verification, serial number and dollar amount when checks are presented for payment. Payee positive pay service is available only through SinglePoint.

vii. Does the bank review and scrub exceptions such as encoding errors for possible repair before creating a City exception item?

Our full reconciliation service provides reporting for scrub exceptions such as encoding errors. Depending on the situation, a check may be corrected for an encoding error and be presented through the Positive Pay module as an exception item for the authorized user at the City to review.

viii. Are all checks, including those received over-the-counter by the tellers, verified against the positive pay file before processing? How often is teller information updated? If not verified, what are the process, liability, and security on OTC transactions?

Yes. All positive pay accounts utilize teller positive pay. Our bankers verify serial numbers, dollar amounts and payee names (if provided) at the teller line. They don't cash mismatched items. Teller information updates:

- Data transmission—Every 20 minutes
- SinglePoint Issue Maintenance—Every five minutes



All checks for a Positive Pay account are verified for over the counter by tellers for checks that are cashed at U.S. Bank branches. For checks that are cashed or deposited through non-U.S. Bank branches, we verify the information through our backroom positive pay.

ix. What is the bank's liability policy for fraudulent checks hitting the positive pay accounts?

The City will need to take full advantage of fraud prevention tools, such as Payee Positive Pay, available to protect its accounts. If a fraudulent item is paid from your accounts despite the City properly using the fraud prevention tools available, we will work with the City to understand the nature of the fraud and provide assistance collecting from the bank of first deposit as the law and policy allows. Liability between the Bank and the City will be fact dependent.

x. Can the bank provide fraud control paper check stock?

U.S. Bank offers multiple options for the City's check stock. We have a preferred check stock vendor for the City to order checks from or we can provide a Check Payables service to the City.

Check Payables

Check Payables is an outsourced check printing solution that is available via data transmission or via SinglePoint Check Payables. Check Payables creates efficiencies by:

- Reducing the risk of fraud by eliminating the need to store check stock in house
- Eliminating the need to acquire and maintain check printing and mailing equipment

With the data transmission solution, the City may transmits a data file to the bank with all of their payment information for checks. The bank facilitates the production and distribution of the check disbursements through our vendor RevSpring. The bank will also provide a checks-issued file to our Account Reconciliation and Positive Pay services to ease management of the check clearing process and help reduce check fraud.

Fraud controls are available at multiple points in the check production process. File transmissions are sent via Value Added Network or SFTP. Your data is protected by robust U.S. Bank IT security controls.

Our check printing vendor's data centers are SOC2, Tier III facilities with 24/7 physical security. They have biometric iris scanners, man trap and digital video surveillance, as well as N+1 redundancies in power and connectivity, including:

- Preeminent data security processes
- A complete disaster recovery plan
- SOC2 audit
- Full production and data processing redundancy



Fraud controls on your account and the payment processes are for check stock safety features and positive pay account protection features.

Check stock with built-in safety features provides multi-layered risk and fraud protection

- Artificial coin reactive watermark
- Microprinting
- Heat sensitive ink
- Void pantograph
- Security screen backer

Every check payables account is set up on positive pay to help detect check fraud. With positive pay, we electronically match checks presented to checks you have issued. The City sends data in the check printer's checks issued that will populate our positive pay system on the day of check production.

The optional myEasyView web portal provides visibility into your check printing file from within two hours of transmission through the point when checks are printed and mailed out. You can monitor not only the status of the check file, but also drill into the detailed checks within the file to perform validation steps.

xi. Describe your partial and full reconciliation services.

Yes. Full ARP with positive pay and partial reconciliation with and without positive pay services are offered.

Please refer to question (i) above for additional information on these services.

xii. Describe your deposit reconciliation process and reports.

U.S. Bank offers two deposit reconciliation tools for the City, which track deposits by a specific location or deposit ID number.

Deposit Reconciliation allows multiple locations to make deposits into a single U.S. Bank account and still identify deposited funds by location, store, department or day of deposit. This increases your control over depository activity while allowing single account usage. Deposits are reconciled with your checking account statement. The success of this service depends on your consistent use of unique, MICR-encoded deposit tickets for each location. This service provides a variety of reconciliation reports to assist with reconciling deposited items.



Deposit Recap, the simpler of the two options, allows you to track deposits made by all your locations into a single account. Through the use of unique, pre-encoded deposit tickets for each location, this service provides deposit details and subtotals by your locations on the checking account statement.

xiii. Describe transmission file requirements.

Please refer to [Exhibit 15, Account Reconciliation Issue Input File Specifications](#).

xiv. Is the bank currently able to create reports showing pending transactions which would then require further approval by City staff to upload to the City's system?

U.S. Bank can provide notifications to users who have the entitlements to approve transactions for the issue maintenance module through email, text or fax within external messaging.

xv. When are reconciliation reports available? Are they online and downloadable? How long are they maintained online? Do they contain images of checks?

Reconciliation reports have the same cycle as the City's account statement.

U.S. Bank is able to provide the City positive pay services on full account reconciliation program (ARP) and partial ARP accounts, as well as accounts not set up for reconciliation services.

We also offer account reconciliation online reporting through SinglePoint and may be downloaded. You can select from a variety of report options, including reconciliation summary reports, reconciliation data files containing the detailed disbursement transactions, daily checks paid and outstanding check files. The reports are available for three statement cycles. The City may extend the reporting to six statement cycles with extended retention.

Images of cancelled checks are available through Information Reporting, Image Access or Image File Delivery services.

xvi. Provide samples of full reconciliation reports.

Please refer to

- [Exhibit 16, SinglePoint Account Reconciliation User Guide](#)
- [Exhibit 17, Full Reconciliation Direct Transmission Sample Reports](#)

xvii. Can the bank create a 'Post No Checks' block on accounts? Describe.

U.S. Bank can place a check filter blocking all checks to post to an account. The check filter service mitigates risk and helps reduce losses due to check fraud. It allows U.S. Bank account holders to



prevent check transactions over a customer-specified dollar amount or block all checks from posting to an account. Any check presented where the dollar amount is more than the established threshold will be returned Refer to Maker. The City determines the maximum allowable dollar amount or blocks all check transactions from posting to an account.

H. Wires and Internal Transfer Services

The City currently uses ACH rather than wires whenever possible but has approximately 43 outgoing and 10 incoming wires each month and an occasional international transaction. Most outgoing wires are non-repetitive and all are input online. Online input is required and online monitoring is preferred. The City uses wires for power purchases and paying agent transactions currently.

Incoming wire transfers must receive same day credit. Wire initiation and release must be available online. The City will require compensation for delays caused by bank errors at that day's Fed Funds rate.

i. Can all wires and international transactions be initiated and monitored on-line?

Yes, SinglePoint Wire Transfer module provides the City with a real-time interface for initiation (domestic and international), confirmation and wire transfer advice reporting.

ii. Can repetitive templates be created and stored? Is there a template storage fee?

SinglePoint saves a free-form wire transfer to a wire transfer template via the "Save as Template" feature. We support two wire repetitive initiation types:

Repetitive

For clients who frequently transfer funds from one account to another, repetitive wires offer convenience and speed. The wire detail is preprogrammed with predetermined receiving bank, beneficiary account name and beneficiary account number. An assigned repeat code specifies the debit and credit accounts. Only the date and amount variables change when a transfer is initiated.

Semi-repetitive

Similar to repetitive wires, semi-repetitive wires also allow variable text information to be included with each transfer.

We do not charge a template storage fee.

iii. What level of security authorization/release do repetitive or non-repetitive wires require? Is authorization for repetitive and non-repetitive the same?

Security safeguards for each U.S. Bank wire initiation method are described in the following table.



Initiation method	Security
Voice	▪ We issue a user PIN, which is required to request wire transfers ▪ We perform callbacks on all non-repetitive wire transfers initiated exceeding \$10,000 ▪ You grant individuals callback approval authority as set forth in the Wire Transfer Agreement ▪ Dollar amount limits are set for users for initiation and approval
Internet: SinglePoint	▪ A password and user ID are required to log in to SinglePoint ▪ A VeriSign token is required to enter the wire transfer service within SinglePoint ▪ We issue a user PIN, which is required to request wire transfers ▪ A secondary authorization (approver) is required on all free-form wire transfers ▪ Dollar amount limits are set for users for initiation and approval ▪ Cumulative dollar amount limits per day for initiation and approval are also available ▪ 128-bit SSL encryption through the browser encrypts the entire SinglePoint session
CPU to CPU: Batch Wire and Direct Wire	Security procedures for wire initiation approval and submission are defined, managed and maintained at your site prior to the wires being sent to us for processing.

Limits may be set for each user on repetitive and non-repetitive wires. Non-repetitive wires require a confirmers approval before the wire is sent for processing.

iv. Is future dating of wires and transfers available? How far in advance?

Yes. Our wire transfer system warehouses instructions for domestic and international USD wire transfers with effective dates up to 30 days in the future. International foreign currency wire transactions can be warehoused up to 30 days when initiated through SinglePoint; indicative rate flow is used, so a new rate is applied on send date. International foreign currency wire transfers using a contract cannot be future dated.

v. State wire access, posting, and cut-off times.

Cutoff times for same-day wire transfer initiation (Pacific Time)

Cutoff times vary by type of wire transfer.

	Voice and phone	Direct wire	Batch wire translation	Batch wire standard	SinglePoint	SWIFT
Domestic same-day						
Internal/book	4 p.m.		2:45 p.m.	3:15 p.m.	4 p.m.	



	Voice and phone	Direct wire	Batch wire translation	Batch wire standard	SinglePoint	SWIFT
Drawdown	3:15 p.m.				3:15 p.m.	N/A
Fedwire						3:15 p.m.
Federal tax payment	12:30 p.m.		N/A		12:30 p.m.	N/A
Domestic future-day						
Book	4:30 p.m.	N/A	2:45 p.m.	3:15 p.m.	No deadline	No deadline
Drawdown						N/A
Fedwire						No deadline
Federal tax payment	12:30 p.m.		N/A			N/A
International same-day*						
U.S. dollar	3:15 p.m.**		2:45 p.m.	3:15 p.m.	3:15 p.m.**	
Foreign currency					2 p.m.	
International future-day*						
U.S. dollar	4 p.m.	N/A	2:45 p.m.	3:15 p.m.	No deadline	
Foreign currency	N/A					

* Same-day, in international terms, means the wire transfer will be sent to the foreign bank today. International wires to major foreign banks generally post the funds to the beneficiary account within two business days. For some countries and/or smaller banks, a few extra days may be required.

** For international same-day U.S. Dollar direct wire, SinglePoint and SWIFT initiations, the cutoff for payments exceeding \$1 million may require a 2:30 p.m. PT cutoff.

Incoming wire transfer deadlines

We grant immediate credit for transfers received by cutoff.

- Domestic
 - Internal/book—4 p.m. PT
 - Drawdown and Fedwire—3:45 p.m. PT
- International
 - U.S. dollar—4 p.m. PT
 - Foreign currency—2 p.m. PT

vi. State the bank's policy on the use of ledger balances for outgoing wires in anticipation of scheduled activity or incoming wires.



To facilitate wire transfers and other routine business, U.S. Bank can establish an intraday limit for the City to ensure the movement of funds as needed. These limits are set for control purposes. Decisions to release wires with daylight overdrafts are made on a discretionary basis. However, to protect your interests, we'll consult with you on wires exceeding the established daylight overdraft limit.

vii. Can internal account transfers be processed totally on-line?

Yes. SinglePoint Book Transfers enable the City to manage your financial position and easily move funds between U.S. Bank accounts. Your funds are immediately available upon completion of a book transfer; for maximum flexibility, funds movement can also be future dated, up to 30 days in advance. Users can create book transfers on a single page or from a template.

You can send up to 25 book transfers from a single page using the batch book transfer option, including transfers from a single account or multiple accounts and enter the same account multiple times. Up to 500 book transfers can be sent at one time by importing a comma-separated value (CSV) file of book transfers or by using data transmission methods.

An approval process provides up to two levels of control. Approvers can view full details of each book transfer and confirm approval or make modifications to single or multiple book transfers. Approval levels can be set separately for different users and template or non-template transfers.

Users can create templates for commonly used book transfer details and add a schedule to the template so that transfers are automatically initiated based on scheduled dates. Virtually all your account information is pre-filled with default values and is otherwise selectable from dropdown lists. You only need to select a source, a destination, a value date and the amount.

viii. Are book transfer debits/credits all handled online?

Yes. Please see question vii. The City also has the option to transfer between accounts through CCS.

I. Optical Imaging

In an effort to reduce paper handling and storage, the City is focused on imaged documents. An average of 9,500 deposited items are stored monthly.

i. Describe the bank's optical imaging services and list all the items captured along with their retention schedules.

SinglePoint Image Access

The City can retrieve and review sharp, detailed images of all paid checks, deposit tickets, deposited checks, paper debit and credit memos online. Images of returned deposited items, advices, image



cash letter (ICL) deposited items and ICL administrative returns are also available. Ease of use is built into each component.

The flexible search tool lets you search by transaction type, account number (or all accounts), check number, amount or date. Prefilled dropdown selections make criteria selection fast. Sort search results by any column with one click. Search results can also be downloaded for further research.

- Images are retrieved in seconds and can be viewed immediately if they are less than 90 days old
- Paid check images can be viewed by 7 a.m. local time the day after they are paid
- For Controlled Disbursement accounts, same-day images can be viewed by late afternoon the day they are paid
- Images older than 90 days and photocopies can be requested online from our archive, where we store seven years of images
- Requests for digital archived images appear in an image inbox and can be shared with others

The image viewer offers front and back, zoomed in and out, rotated and inverted views. You can zoom directly to the endorsement, signature line, routing number or bank-of-first deposit. You can save images for historical reference and paid check confirmation. Front and back images can be saved as standard PNG or ZIP files. You can print multiple images at a time.

SinglePoint Image File Delivery

The City can receive a transmission of images and associated index information on a daily, weekly or monthly basis using standard internet-based File Transfer Protocol (FTP) methods. Images can be imported into your own image archive – allowing you to quickly and easily research and respond to customer inquiries.

- Daily transmissions available by 10 a.m. PT the day after images are captured
- Weekly, monthly and custom transmissions available by 6 a.m. PT the third day after capture cycle ends
- Single-use transmissions of historical images available within 48 hours from 4 a.m. PT of the submission date

SinglePoint Information Reporting

SinglePoint provides online image enhanced reporting for 60 days, with optional retention for 90 days, including:

- Detailed report and transaction search results
- Positive pay services
- Stop payments (cleared checks only)

ii. What images are available on-line? When? How long are images available on line?

Please refer to question i.



J. ACH Services

ACH service is currently used for payroll direct deposit (for 96% of an average 1300 total employees). The City also uses a direct debit draws for approximately 2,300 utility payments per month. The water utility bills on a daily cycle. ACH is used for some vendor payments and the City plans to expand this use. The City requires pre-notification and filters/blocks on all accounts.

i. Is ACH service available for online individual transactions as well as file transmission? What are the cut-off times for each?

The City may initiate a transaction via:

- ACH Direct File Transmission—Accepts industry standard and proprietary data formatted files and provides confirmation notice that file was received
- SinglePoint ACH Origination—Allows manual entry of transactions and import in Nacha, comma-separated value (CSV) and fixed length file formats (immediate detailed audit and activity reporting available)
- Third-party service providers—Originate ACH transactions through U.S. Bank using third-party service provider
- ACH Origination via API—ACH origination via API allows clients to send payment instructions for ACH transactions to U.S. Bank using a Representational State Transfer (REST) Application Programming Interface (API)

U.S. Bank ACH initiation cutoff times (Pacific Time)

Input method	Standard ACH deadlines	Same day ACH deadlines for transit items*	Same day transfer deadlines for on-us items (U.S. Bank accounts only)
SinglePoint ACH Origination (web)	7 p.m.	11:45 a.m.	▪ 3 p.m. for afternoon posting ▪ 9 p.m. for end-of-day posting
ACH direct file transmission – Nacha Format	9:30 p.m.	12:30 p.m.	▪ 3 p.m. for afternoon posting ▪ 11:30 p.m. for end-of-day posting
ACH via data translation services	6 p.m.	11:15 a.m.	Not applicable
Consolidated payables			
ACH adjustment requests	5 p.m.	11 a.m.	1 and 5 p.m.
ACH positive pay exception decisions	5 p.m.		
ACH Origination via API	8:30 p.m.	Noon	Not applicable

*The deadline for same business day on-us processing when sending a file in EDI or custom format is 2 p.m. PT.



Our ACH data warehouse retains future-dated transactions for up to 30 days from the initial transaction.

You may schedule future-dated transactions through SinglePoint ACH Origination up to 10 years into the future. SinglePoint stores ACH file information in its own database until two days prior to the effective date, at which time SinglePoint queues the files for processing in the ACH system. SinglePoint's scheduled transactions do not affect your risk limits until they are queued for processing two days prior to the effective date.

We follow established Nacha guidelines for posting ACH entries and making funds available on the effective date. We send and receive files from the ACH network operators several times throughout the day.

- Credit transactions posted from morning processing windows by 5 a.m. PT (at which point they are considered collected and affect collected balance)
- Debit transactions memo-posted during same windows and hard-posted at end of day (debit transactions also affect collected balance)
- Transactions received from the ACH network with a same day effective date are posted during the afternoon and affect collected balance)

ii. Describe how individual ACH transactions are input online? What security features are in place?

Individual ACH items may be input online on a template format through SinglePoint's ACH Origination module. Authorized users must have a token and entitlement to this module to create a template. The City may opt to have additional approval levels enable, such as having one person create a template, a second person approve and initiate and a third person approve.

iii. What is the policy and process for handling of ACH returned items?

We match ACH return items to a combination of the following on the control file

- Trace number
- Credit versus debit transaction code
- Receiving financial institution routing and transit number
- Dollar amount
- Account number

Report options include:

- ACH Settlement report
- ACH Return and Notification of Change (NOC) report via special reports
- ACH Return and NOC report via standard reporting (includes advanced filter, sort and export)



If one of these fields does not match, the returned item becomes an unresolved return.

- U.S. Bank ACH reviews each unresolved return; if the returned item is still unresolved, we may then settle the amount to the City's settlement account
- Exceptions do not appear in your information reporting since they are handled manually due to the original item no longer existing within the ACH system
- We manually fax all Unresolved ACH Return reports to you. The volume of unresolved returns is very low

ACH return item processing is completed at end of day, at which time funds are posted to the account. ACH Return reports are available the next business day, from SinglePoint's special reports menu. ACH returns can also be reported back to you via fax or transmission. The ACH Return Transmission reports previous day settled returns or current day returns that settle at the end of the day and is available by 7 a.m. PT.

Additional return and NOC items are sent from other financial institutions with Same Day ACH items. These items appear on the ACH Return reports the following business day. If you opt to receive your return and NOC information in a Nacha formatted file via direct file transmission, you may opt to add another return settlement later in the day and receive those additional items in another transmission file.

To assist with the collection of returned items, we offer a redeposit service. You instruct us to automatically redeposit and represent an ACH transaction returned for nonsufficient funds (NSF RO1) or uncollected funds (UCF RO9). Items can be redeposited up to two times per Nacha rules and you can determine the number of days or day of the month to schedule the redeposit. You can also specify a minimum and/or maximum dollar amount for the transactions you want redeposited. Reporting of items using this service is available from SinglePoint Special Reports, by fax or by transmission.

iv. Can ACH items and files be future dated?

Yes, ACH items and files may be future dated 30 days in advance. These items will be stored in our warehouse.

v. What specific filters and blocks are available on the accounts? Define and describe all your fraud filter and block options.

U.S. Bank offers several ways for the City to protect your accounts from ACH transactions.

ACH Filter, ACH Block, ACH Positive Pay & eCheck Block

Our ACH filter and block service protects the City's deposit accounts against unauthorized ACH debit and credit transactions. Business eCheck block allows you to block WEB and TEL payment types and the converted check payment types ARC, POP and RCK.



Additionally, SinglePoint ACH Positive Pay allows you to add new authorizations to your accounts online. Authorizations are rules established by you to determine which incoming ACH credits and debits should be allowed to post to your accounts.

UPIC (Universal Payment Identification Code)

We also offer the UPIC® secure account identifier – a unique account number that allows ACH credit transactions to post to a designated U.S. Bank account while blocking ACH debits from your account. A UPIC looks and acts just like a regular bank account. It masks your account number, allowing you to receive electronic credit payment without revealing sensitive bank information to your business associates. Using a UPIC, you can publish account information freely to encourage your trading partners to send electronic payments without the fear of fraud on your business demand deposit account (DDA). Only credit transactions can be sent using a UPIC account number, which helps protect your account from fraud.

vi. What policy, process and time requirements exist for file and item reversals and deletions?

The City has several options for requesting an adjustment to your file, batch or items. You can submit adjustment requests to our ACH operations area through SinglePoint ACH Adjustments or by emailing a request form to our ACH operations group. We recommend clients use the SinglePoint ACH Adjustments, which allow specific users to be entitled to the service and access information on requests that have been submitted. Under the ACH rules, ACH reversals must be completed within five banking days of the settlement date of the original transaction. After five days, the letter of indemnity service option can be used to request that the other bank returns the transaction. However, the other bank is under no obligation to do so.

Note: Same day effective dated transactions destined for other banks are submitted to the ACH network operator midday. This allows very limited time to delete these transactions. Reversals of Same Day ACH payments are allowed.

A file, batch or item previously transmitted to the ACH operator may be reversed up to five days after settlement date for errors specified under the Nacha rules and within the timeframes specified by the rules.

- If the item, file or batch is still in the ACH warehouse and has not been released for processing, U.S. Bank processes the adjustment as requested
- If the item, file or batch has already been processed, we attempt the adjustment or notify you that the adjustment may not be completed as requested
- If an item is past the five banking-day timeline for reversals, our ACH Customer Service department issues a letter of indemnity to the receiving bank to recall the funds



Note: Same day effective dated transactions destined for other banks are submitted to the ACH network operator midday so the timeframe to delete transactions is very limited. Reversals of Same Day ACH payments are allowed.

Reversals received other than through the adjustment service, such as a file of transmitted reversals, are processed during the next available processing cycle.

Users must have a unique Company ID, User ID and Password to submit requests through SinglePoint ACH Adjustments. The adjustment request is then managed online and completed under dual review procedures by authorized members of the U.S. Bank ACH Operations group. For email requests, standard forms are provided and require the signature of an authorized signer.

The ACH Settlement report, available through SinglePoint's Special Report menu, provides details of adjustment requests and confirms when the request was processed. You may also call U.S. Bank to verify your reversal or deletion adjustment has been received and processed.

vii. Are ACH addenda shown in their entirety on-line and on detail reporting, reports and statements? How many characters are on the trailer file? Is the entire trailer printed on reports and statements? Does this require additional EDI or other service or access?

Yes, SinglePoint displays remittance information associated with received ACH or financial EDI transactions. The first 80 characters of the addenda are displayed. The City can access the following special reports menu which offers a comprehensive view of remittance information detail via:

- ACH Transaction Capture
- ACH Received Item
- EDI Remittance
- ACH Addenda Reporting (BAI)
- ACH Healthcare Remittance

Each report summarizes remittance information and provides additional detail to update internal accounts receivable systems.

U.S. Bank can also transmit a Nacha formatted file of received ACH transactions, which includes addenda.

viii. The City will require pre-noting. Is the pre-note charged as a standard ACH transaction?

We recommend processing prenotes for each distinct type of ACH transaction. The prenote is an excellent way to ensure that the bank routing transit number and receiver account number are valid. We suggest initiating prenotes three business days in advance of live transmission, in accordance with Nacha rules.



Prenotes do not validate the identity of the receiver, we recommend using a live micro-transaction or Account Validation to establish the identity of the receiver if this is desired.

For clients who have been utilizing any kind of NOC correction service with another financial institution (and have not been updating their system of record) we recommend sending prenotes as part of the integration process, prior to sending any live transactions.



K. Safekeeping/Custody Services

All City investments will be made by the City Finance Department or its investment adviser and written instructions for settlement will be given to or transmitted to the bank safekeeping area by an authorized individual. The bank will be required to provide book-entry safekeeping services through the bank or a correspondent. Correspondent processing is not preferable.

All securities must be cleared on a delivery versus payment (DVP) basis and ownership clearly and timely documented by receipts. All interest payments and maturities shall be given immediate collected credit.

The City anticipates an average of between 160 book entry securities in safekeeping at any time with an average par value of \$775 million in FRB or DTC safekeeping. Ownership of the securities must be perfected and evidenced by an original safekeeping receipt or access to online information directly to the City within one business day.

The bank's brokerage services will not be used for investment purchases in order to perfect DVP. Certificates of deposit may be purchased from the bank but these will be on a competitive basis.

i. Is online trade input available?

Yes. The City and your authorized investment managers are able to enter trades directly through our online portal, Pivot.

Pivot's trade feature allows for customized access by users, multiple trades submission for a single account, dual-approval functionality and status updates throughout the trading process. Trades may be entered through Pivot up to 31 days in advance and can be modified or canceled until the morning of the order date. Pivot also grants the ability to control the processing of trades, along with:

- Easy, intuitive direct entry of trade information
- Trading only in the security types appropriate for you
- Options for up to two approvers
- Quick, accessible viewing in pending trades and in holdings report
- Confidence that trades are settled promptly
- Email reminders of future-dated trades

All trade activity submitted via Pivot's trading feature can also be accessed in a single report with multiple sorting and customization options. Use of our secure online client portal for trade processing

usbank

pivot

HOME

PORTFOLIO

TRANSACTIONS

REPORTS

FILE CABINET

Welcome,

Robert Taylor

Trading

Search by ID, ticker, Asset or Company

Trade Date

December

Type

BuySell

Price is below

Portfolio

Franklin Group Investor's Fund (FGSLX)

Franklin Group Institutional Index Fund (FGIAX)

Franklin Group Federal 500 Index (FGSDX)

Franklin Group Cap Value Inst. Fund (FGVIX)

Franklin Group Helios Large Cap Fund (FGHLX)

Franklin Group Younger's Participants Fund (FGYPX)

Franklin Group Range Party Fund (FGRPX)

Franklin Group Operational Value Fund (FGOVX)

Trades (8)

FAILED	Buy 418056AUI	Account ID 12345678999	Settle Date Dec. 3, 2018	Local Amount 29,000,000.00	COV EUR
Edit Cancel					
FAILED	Sell 779556109	Account ID 12345678999	Settle Date Dec. 3, 2018	Local Amount 3,013,000.00	COV EUR
Edit Cancel					
PENDING	Buy 23135106	Account ID 12345678999	Settle Date Dec. 3, 2018	Local Amount 89,071.21	COV EUR
Edit Cancel					
UNAFFIRMED	Buy 517942108	Account ID 12345678999	Settle Date Dec. 3, 2018	Local Amount 170,000.00	COV EUR
Edit Cancel					
FAILED	Buy 55336VAXX	Account ID 12345678999	Settle Date Nov. 26, 2018	Local Amount 13,000,000.00	COV EUR
Edit Cancel					



allows you to automate manual processes that can lead to operational and settlement risk while reducing operating costs.

Based on the needs of you and your investment managers, U.S. Bank can accept trade communications via SWIFT messaging, email, electronic file transfer or DTCC's (DTC) Institutional Delivery (ID) System. We interface with a number of investment-specific systems such as Advent and Envestnet.

We encourage the use of the DTCC/ID System for all eligible trades because it allows investment managers to affirm their trades, which generate an affirmation or matched affirmation confirmation for the agent bank to use as authority to settle a given trade. No phone or written authorization is needed when this method is used.

ii. Is online settlement monitoring available? Describe all options.

Yes. U.S. Bank settles on a contractual basis; accounts are debited or credited on the settlement date, whether or not the trade is completed on the actual date. Your client service team will resolve any problems that may arise when settling trades, ensuring all securities are received and funds collected, thereby minimizing the occurrences of failed trades. Contractual settlement makes our clients' failed trades transparent while the U.S. Bank Trade Services staff resolves issues with brokers, depositories and investment managers. However, we do have the capability to settle on an actual basis if desired.

In addition, Pivot's trade feature allows for customized access by users, multiple trades submission for a single account, dual-approval functionality and status updates throughout the trading process.

Finally, the City and authorized users have access to a real-time Pending Trades report which shows any pending or projected trade activity in your accounts:

Contents of the Pending Trades report

▪ Account number	▪ Entry date
▪ Settlement date	▪ CUSIP
▪ SEDOL	▪ Maturity date
▪ Broker number	▪ Price
▪ Trade amount	▪ Account name
▪ Trade date	▪ Trade type
▪ Ticker	▪ Description
▪ Broker	▪ Units
▪ Accrued interest	



iii. What safekeeping relationship is proposed? Will safekeeping be done in the bank or in a subsidiary or correspondent? Fully describe the transactions and relationship.

U.S. Bank will expand the existing custody and safekeeping relationship. We feature a comprehensive system for safekeeping and securities settlement management. Our approach features direct memberships, contractual settlement, a dedicated Trade Services department and a highly automated trust system that functions in real time. Our clients will see their trades as executed, regardless of what is happening in the market. Additional benefits of our safekeeping and securities settlement management services include:

Direct memberships

U.S. Bank is a direct participant of DTC and the Federal Reserve. The Bank is an escrow bank member of the Options Clearing Corporation. Assets are also maintained at U.S. Bank division vaults.

Security position reconciliation

Trade positions for settlements with outside depositories are reconciled daily using the U.S. Bank trust system and net settlements are made with each depository. Global asset positions are reconciled weekly.

Integrated system

Major capital expenditures have been made to integrate the primary system supporting trust and securities accounting, with the securities movement and control system, reporting system, benefit payment system and other trust-related systems, resulting in a trust and custody system with greater capabilities and less prone to error.

Automation

The U.S. Bank trust system is highly automated and functions in real time (as opposed to a batch environment, which significantly limits same-day trade activity). The system, which is upgraded quarterly, automatically establishes a communication network between DTC and U.S. Bank when registering assets. The network completes the following tasks:

- Sends confirmations daily for all trades
- Creates pending items from these confirmations
- Transmits affirmations back to U.S. Bank
- Settles pending items automatically
- Provides daily activity reports
- Automatically processes dividend and interest notifications
- Provides position reconciliation
- Creates securities movement and controls pending items for trades settling at DTC

Trade services advantage

U.S. Bank Trade Services is a centralized, tenured team that works directly with externally managed accounts. The City will continue to benefit from a dedicated team member and a centralized team to



ensure they are always working with an individual with extensive knowledge of the securities industry, with a close relationship with brokers and investment managers.

Trade communication

Based on your needs and those of your investment managers, U.S. Bank can accept trade communications via our online portal, Pivot, as well as SWIFT messaging, fax, email, electronic file transfer or DTCC's (DTC) Institutional Delivery (ID) System. We interface with a number of investment-specific systems such as Advent and Envestnet.

We encourage the use of the ID System for all eligible trades because it allows investment managers to affirm their trades, generating an affirmation or matched affirmation confirmation for the agent bank to use as authority to settle a given trade. No phone or written authorization is needed when this method is used.

Contractual settlement

U.S. Bank settles on a contractual basis; accounts are debited or credited on the settlement date, whether or not the trade is completed on the actual date. Your custody team will resolve any problems that may arise when settling trades, ensuring all securities are received and funds collected, thereby minimizing the occurrences of failed trades. Contractual settlement makes clients' failed trades transparent while the U.S. Bank Trade Services staff resolves issues with brokers, depositories and investment managers.

iv. Identify any correspondent bank used for custody.

U.S. Bank will provide all custody services in house.

v. If a correspondent is to be used, define the process and confirm same-day crediting/debiting on all transactions. Describe any additional City actions required.

Not applicable.

vi. Are safekeeping fees hard charged or available through the account analysis?

The custody and safekeeping charges would be charged directly to the City. These charges would not be part of the account analysis.

vii. The City desires call and maturity notification. How and when can this be provided?

The City can utilize the U.S. Bank online reporting tool, Pivot, to schedule the Holdings Detail report on a daily basis.

Included Pivot data points

- | | | |
|-------------|--------------------|-----------------|
| ■ Call date | ■ Ex-Dividend date | ■ Current price |
|-------------|--------------------|-----------------|



Included Pivot data points

- | | | |
|-----------------|-------------------------|----------------|
| ▪ Call price | ▪ Dividend record date | ▪ Pricing date |
| ▪ Maturity date | ▪ Dividend payable date | ▪ Issue date |

The U.S. Bank trust system auto-posts anticipated income to your income accounts. Income is contractually posted to accounts on payable date, except for variable or floating rate issues. Trust income processing is primarily exception-based processing. We perform pre- and post-reconciliation between the U.S. Bank trust system and our depositories and paying agents to ensure accurate and timely posting of income.

After payable date, the Trust Income department uses daily suspense reports to review any outstanding credits received from the custodians and ensures the funds are posted to your account. If the depository fails to deliver the funds, the income specialist will initiate a claim on your behalf. In most cases, the specialist will not contact you unless there are unforeseen circumstances in which the funds cannot be collected.

For maturities, the U.S. Bank trust system auto-pends, then auto-posts all maturity payments to your accounts based on maturity date information in the security maintenance file for maturing securities. We will match and balance payments against depository funds received by the end of the day. Any payments that have not been received from the depositories are reversed and re-pended in your accounts until receipt of funds is verified.

U.S. Bank receives call announcements (full and partial) from the depositories. In the case of partial calls, we will run an impartial lottery that selects the accounts and quantities to be called for each security. We then send notification(s) to your administrators (based on tickler information) within 24 hours of receiving the valid call announcement. Each notification will delineate quantity held, pay date, principal and interest rates to be paid and quantity called and publication date (for partial calls). Our Corporate Actions team sets up an event on the trust system, which will auto-pend the payment transaction. Trading of the called securities will be frozen but may be lifted upon request for full calls only. Payments will auto-post to your accounts on the pay date. U.S. Bank will match and balance payments against depository funds received by the end of the day. Any payments that have not been received from the depositories are reversed and re-pended in your accounts, until receipt of funds is verified.

viii. Will a security clear if incoming wires are expected where a wire number can be provided?

U.S. Bank settles on a contractual basis; accounts are debited or credited on the settlement date, whether or not the trade is completed on the actual date. Your client service team will resolve any problems that may arise when settling trades, ensuring all securities are received and funds collected, thereby minimizing the occurrences of failed trades. Contractual settlement makes our clients' failed trades transparent while the U.S. Bank Trade Services staff resolves issues with brokers, depositories and investment managers. However, we do have the capability to settle on an actual basis if desired.



ix. Are notifications sent on all transactions (purchase, sale, calls, and maturities)? When and how?

Yes. U.S. Bank provides a suite of transaction reports through our online portal, Pivot including:

- Transactions Detail
- Transactions Summary
- Transactions Global
- Transactions Interest and Dividends

These reports can be scheduled to be sent to authorized users on a daily basis.

x. What time are delivery instructions required? Is this a firm cut-off? Is there a fee charged for late instructions.

Transaction deadlines are included in the table below. Trades will be processed on a best effort basis if received after the cut-off time.

Transaction deadlines	
Transaction type	Instruction deadline (PT)
Equities, corporate and municipal bonds, commercial paper, medium-term notes, collateralized mortgage issues, zero-coupon bonds – already at DTCC	11 a.m. on settlement date
Federal Reserve book-entry securities; includes treasuries, agencies, GNMMAs	10:30 a.m. on settlement date
Sub-custodian book-entry securities; not eligible for Fed or DTCC	10 a.m. on settlement date
Sub-custodian physical securities	9 a.m. on settlement date minus 1
Purchase of physical securities to be held in the Milwaukee vault; includes private placements	One day prior to settlement date
Sale of physical securities held in the Milwaukee vault; proper documents must be included if asset is in client name	Two days prior to settlement date
Mutual fund (money market) trades	Varies by individual fund
Affirmed ID confirms	
T+2 settlement	8 a.m. on T+1 **Must be affirmed no later than 8 a.m. on T+1
Next-day settlement	1 p.m. on trade day
**Any trade affirmed on settlement date as well as any trades that settle on a “next day” or “same day” basis must be communicated by fax or email to the Trade Services team and a follow-up phone call confirming receipt is required.	
Automated transmission-SWIFT/Trade Hub/Bloomberg, TOEINT/interface	
T+2 settlement	8 a.m. on T+1



Transaction deadlines	
Next-day settlement	1 p.m. on trade day
Same-day settlement	11 a.m. on settlement day
Pair-offs	10 a.m. on day prior to settlement date
Tri-party repo	12 p.m. on settlement date
Manual fax/email trade instructions	
T+2 settlement	6 a.m. on T+1
Next-day settlement	1 p.m. on trade date
Same-day settlement	10 a.m. on settlement date
Swaps/futures/options	10 a.m. on settlement date
Pair-offs	10 a.m. on day prior to settlement date
Tri-party repo	12 p.m. on settlement date
**Any trade affirmed on settlement date as well as any trades that settle on a "next day" or "same day" basis must be communicated by fax or email to the Trade Services team and a follow-up phone call confirming receipt is required.	
Open-end mutual fund trades	
Instructions received via fax or email	11:30 a.m. on trade date
Instructions received via TOEINT/interface	12 p.m. on trade date
**Some funds may require an earlier cutoff. A list of those funds can be provided upon request.	
**First time purchases may take an additional one to five business days to be processed.	

L. Collateral Requirements

The City requires a bank that is fiscally strong and able to provide the services described on an uninterrupted basis. As public funds the City falls under provisions of the California Government Code Title 5. Collateral will be in place at least two (2) days before any funds are transferred.

The bank will be responsible for the pricing of securities and daily monitoring and maintenance of margin levels. The City may minimize collateral costs through use of the sweep mechanism.

i. Confirm agreement to the California collateral conditions noting any detailed exceptions to each.

We confirm agreement to the California collateral requirements.

ii. Will there be a fee for collateral?

Please refer to the following attachments:

- [Attachment A, Proposed Bank Fees](#)
- [Attachment B Proposed Merchant Services Fees](#)



M.Account Analysis

A monthly account analysis report shall be provided for each account and on a relationship basis.

i. Provide a sample account analysis.

Please refer to [Exhibit 18, Sample Account Analysis](#).

ii. State how and when the analysis will be available each month.

SinglePoint offers your account analysis statements online as part of the Special Reports module. Statements are available on the seventh business day each month and, like our paper statements, contain 12 months of history summarizing balances, earnings credit and net service charges. Statements within SinglePoint are available in PDF, TXT, CSV or an 822-file format.

iii. Is the analysis provided online?

Yes.

iv. How long is the analysis maintained on-line?

Statements contain 12 months' history, including:

- Summarizing balances
- Earnings credits
- Net service charges

N. Monthly Statements

The bank shall provide monthly account statements on individual accounts and on a relationship basis. All accounts are on a monthly cycle using the calendar month as cut-off. Timeliness of reporting is critical.

i. Provide a sample statement.

Please refer to [Exhibit 19, Sample Monthly Statement](#).

ii. When and how are statements available? Are statements provided online?

SinglePoint provides statements on the first day of the month following month end. Users can request a message alert for notification.

- DDA statements in PDF and TXT formats are available by 6 a.m. PT of the second day following month end. If the end of month falls on a Friday, the statement should be available on Monday.
- DDA statements with check and/or deposit ticket images are available in PDF format only.



- CSV formatted statements are available by 6 a.m. PT

iii. When is the statement available online?

Please refer to question ii.

iv. How long are statements maintained online?

Statements are available for 12 months online through SinglePoint.

O. Account Executive

To insure smooth contract implementation and continuation, a specific account executive and back-up must be assigned to the City account to coordinate services and expedite the solution of any problem. The account executive should meet with City staff semi-annually on banking matters at a minimum.

i. Provide the outline for the client support structure to be provided to the City by the bank. What level of support is available from local representatives?

The City is familiar with our ability to serve your needs with an engaged relationship team, integration resources and customer service group, each dedicated to supporting the City. Your U.S. Bank team can deliver innovation in processes, consistency in service and financial stability with continuity in performance and team.

Superior team support with experience serving the public

Your relationship team, led by Charline Botelho, demonstrates the breadth and depth of experience that the City will encounter in daily interactions with us. Donna Chu serves as your treasury management consultant. This group exemplifies the foundation of our relationship-based service model. Those team members dedicated to serving the City include Shelby Teach, senior service banker, whose background, perspective and understanding in government operations bring invaluable insight to meeting your needs.

ii. Explain how the proposed client support level will address problems and promote ongoing communications on a timely and efficient basis.

The City will receive daily servicing support from Relationship Manager, Charline Botelho and our CCS team, including a dedicated Senior Service Banker, Shelby Teach. CCS is dedicated to providing depository, loan and treasury management support at a premier level of service, including timely, thorough and responsive measures to ensure your satisfaction.

You may contact your service banker for your depository, loan and treasury management servicing to ensure the most appropriate action is taken and your satisfaction is achieved. Your service banker will



take ownership of your inquiry with final resolution often occurring during the initial call. If a request cannot be immediately resolved, we will discuss expectations for the time of resolution. If more technical research is required for issue resolution, she contacts the appropriate area within U.S. Bank to assist, including your relationship manager to ensure she is also kept up to date on the situation.

iii. Is there a protocol and/or system for monitoring and providing solutions to individual problems?

Yes, the City may contact Shelby Teach or her team. Every member of her team has a thorough knowledge of your services, business practices and key contacts for treasury services-related issues and they are empowered to escalate for more detailed support.

Three-tier escalation process	
First level: Commercial Customer Service (CCS)	
When an issue is identified, your first step is to report it to CCS, who enters it into our call tracking system and attempts to resolve it. If the service banker is unable to resolve the issue, CCS escalates it to a product-specific Level Two support team.	
Second level: Escalation to appropriate operations/integration managers	
Level Two support team resolves issue and updates tracking data, or if not resolved, interested parties are brought together to assist in resolution.	Parties could include: ▪ CCS team leader or site manager ▪ Relationship manager ▪ Treasury management consultant ▪ Treasury management support manager ▪ Operations manager
Third level: Escalation to senior management	
If the issue is still unresolved, it is escalated to senior management.	Reasons for escalation at this stage include: ▪ Issues with unacceptably prolonged closure ▪ Issues for clients experiencing abnormally high quantity and/or frequency of service quality or system performance issues ▪ Chronic, recurring issues ▪ Issues that risk/may risk the client relationship

The issue is escalated by an appropriate manager (as listed in Level Two) sending an email summarizing the situation to the Operation Servicing Issues group. An appointed senior management banker then logs the issue and engages appropriate operations (or other groups) in the research and resolution of the issue.



Three-tier escalation process

All open issues are reviewed in the Treasury Management Operations Service Quality meeting every Friday. The purpose of the meeting is to review actual performance relative to all operations and IT service level agreements (SLAs). SLAs relate to system availability, accuracy and responsiveness. IT and operations managers speak to causes and remedial actions in process relative to missed SLAs.

iv. Provide the names and titles of the proposed account executives as well as their locations.

Charline Botelho

Senior Vice President, Relationship Manager
Sacramento, California

Donna Chu

Vice President, Treasury Management Consultant
Tucson, Arizona

Shelby Teach

Senior Service Banker
Portland, Oregon

v. What kind of technical support is available after business hours and on weekends?

U.S. Bank 24-Hour Banking provides general service around the clock. Bankers do not have access to your account signers, nor the customized knowledge your CCS team has, but they can perform servicing for anything that could cause potential loss (e.g., stop payment, fraud or card maintenance).

We may provide assistance identifying potential technical issues related to accessing banking services and provide suggestions to the City depending on the issue. Technical changes may occur to ensure your systems are compatible with our banking systems. It would be expected that you have technical resources available (your IT department) to advise and/or implement any suggested changes. In some cases, these technical issues are the result of network settings or problems on the City end and U.S. Bank would not be able to assist with troubleshooting steps.



P. Overdrafts

Every effort will be made by the City to eliminate net aggregate daylight and overnight overdraft situations.

i. State the bank's policy regarding aggregate overdraft charges and the fees, if any.

Daylight overdrafts

As required by the Federal Reserve, we monitor real-time daylight overdrafts by account and client relationship. If the City has a zero-balance account (ZBA), we aggregate the balances within the hierarchy.

Daylight overdraft limits

We can establish an intraday limit for the City in order to facilitate wire transfers and other routine business that requires movement of funds. Daylight limits are set for control purposes and the decision to release wires is based on a discretionary basis. In the event your wires exceed the established daylight overdraft limit, we will contact the City for further action to cover the funds.

Daylight overdraft fee

Currently, we do not charge the City for daylight overdrafts.

Overdrafts

We access overdraft reports daily and will notify your Relationship Manager, Charline Botelho, who will contact the City to determine the course of action to cover the insufficient funds. Once a determination has been made, Charline Botelho will proceed to pay or return items, based on your feedback.

Overdraft fee (negative collected)

We charge an overdraft fee plus a percentage (Prime rate plus 4%) of the negative collected balance on your account.

Federal Reserve error

In the event there is an error at the Federal Reserve and the U.S. Bank image cash letter (Fed receipt plus) file is sent beyond our established service level agreement, we hold the late items and include them in the next day's presentments, so you are not negatively impacted.

Overdraft charges

If an account becomes overdrawn, we assess an overdraft fee whether the item is paid or returned. In most instances, the fees are charged through the analysis system and can be offset by the earnings credit allowance.



A charge for negative collected balances may apply. The negative collected balance for each day is totaled and divided by the number of days in the month to produce an average negative collected balance. The fee is calculated as follows:

$$\frac{(\text{Average Negative Collected Balance} \times \text{Rate}) \times \text{Actual Days in the Month}}{360}$$

* Our standard negative collected funds rate charged is Prime plus 4%. This fee can be offset with earnings credit.

Please refer to [Attachment A, Proposed Bank Fees](#) for per-item fees.

Overdraft bank error

Relationship Manager Charline Bohelto and other departments take appropriate action for overdrafts that result from a bank error.

Fee cap – Controlled Disbursement

We charge the City fees for overdrafts and nonsufficient funds per account, based on product / service.

Overdraft interest

We address interest on overdrafts.

Direct charge or earnings credit

We apply earnings credit allowance balances to offset fees and assesses the remainder of the fees as direct charges.



6.0 Additional or Alternative Services Proposed

Alternate Banking Services - The City is always investigating new processes to streamline and improve internal operations. The proposer should use this area, if desired, to illustrate any alternatives and new services which it feels would benefit the City.

Automated Escheatment

U.S. Bank Automated Escheatment Service is a full, end-to-end solution for unclaimed property and escheatment. Automated Escheatment Service includes visibility and reporting of aging property to help prevent it from becoming unclaimed. In addition, all aspects of the escheatment process from liability analysis to due diligence mailings to state filings and remittance are covered. Delivered through our SinglePoint® 2.0 platform, this unique and differentiated service benefits the City with:

- Integration with our check payables solutions
- An automated workflow
- An exceptions-based design – requiring minimal client interaction

Our streamlined process allows payees to digitally claim their property, increasing the probability of successful claims.

Account validation

This solution can help you reduce fraud, exceptions and returns. By providing instant access to account status and ownership information, account validation can help clients:

- Ensure the account information you received is accurate
- Verify the account belongs to the party who sent it
- Determine the likelihood of a returned transaction due to insufficient funds based on past transactional data

The Account Validation Inquiry screen requires (please see the visual):

- Account status
- Account ownership with status
- ABA routing number
- Account number
- Amount
- Check serial number
- Business name
- TIN
- Address (city, state, zip code)

Account Validation Inquiry

Select the inquiry type and fill out the fields. Then click Submit.

* = required field

Inquiry Type [?](#)

☐ Account Status ☒ Account Ownership with Status

Account Information [?](#)

ABA/Routing Number* Account Number*

Amount [?](#) Check Serial Number [?](#)

\$

Ownership Information [?](#)

Tip: Omitting data from optional fields does not lower match score. Fields that you believe to be accurate.

☒ Business ☐ Individual / Account Signer

Business Name* Tax ID (last 4 digits)

Address 1 Address 2

City State Zip Code



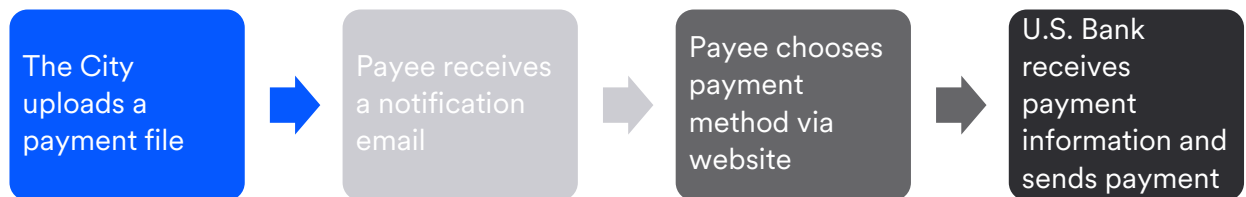
Payee Choice

The City may use a payment management website hosted by our vendor Incedo, Inc. to:

- Customize a consumer enrollment website with the City's brand and payment options
- Initiate payment notice and communications to your customers
- Manage the City's users
- Track payment status, search payment history and export reports

The process is simple:

- When the City is ready to send payments, you upload a file with basic payment information (student/consumer name, email, dollar amount)
- Customized emails are then sent to students/consumer payees, letting them know a payment is pending and directing them to the City -branded enrollment website
- Your customers access the enrollment website, choose a payment method and provide any additional details. Payment methods include direct deposit, Zelle® or check
- Once your customer provides their payment choice, Incedo submits payment information back to U.S. Bank for initiation through standard payment channels (ACH, Disbursements via Zelle®, check or prepaid card)



Since this is a new payment process, you will need to notify your customers of the options, so they know what communications to expect.

Real Time Payments (RTP)

Real-Time Payments (RTP) was built to address the struggles and inefficiencies when making business-to-business (B2B) payments. It allows payment originators to make payments to their trading partners in real-time 24/7. The service has also built real-time messaging capabilities that foster straight through processing by allowing users to send a Request for Payment (RFP), Request for Information (RFI) or Payment Acknowledgement for both sender and receiver.

Real-Time Payments:

- Provides payment control. You can send payments 24/7
- Keeps you informed. Payment acknowledgement for sender and receiver
- Streamline exception processing. Take control of your payments by using real-time messaging capabilities within the network
- Provides fast payment delivery. Your payments post to recipients within seconds



- Tracks payment status. Powerful transaction and recipient status reporting (reports can be easily uploaded to your A/P system)

ClickPay

ClickPay allows a client to streamline the check acceptance process and enhance the payment experience for their customers by allowing them to submit payment by sending check images via their mobile phone (This service is currently in the early adopter phase). For example, a customer of the City could utilize this service to make their utility payment.

How Does it work?

- Payer takes a picture of the front & back of their check from their mobile device
- Mobile App reads the routing and account number from the check and automatically populates payor's banking info
- Payment processed through Image Cash Letter to the City checking account

How does it help clients and end-user?

- Payer feels comfortable paying by check, from the comfort of home
- Payer receives confirmation that the biller has received their payment
- The City does not need to manually process or scan paper checks
- ClickPay reduces retail lockbox traffic; check-only exceptions



7.0 OPTIONAL BANKING SERVICES PROPOSED

Optional Banking Services - The proposal must include a response to each question in this section and all fees associated with the services must be shown with fee proposal. If the service is not available, respond as “Not available”.

The City continually investigates new services for use and possible inclusion under its banking services contract. The following services are not currently required but will be evaluated in terms of availability, feasibility, service levels, services provided and charges for current, or future, use under the contract.

The City will make its determination during the contract period as to whether a particular service will be used. If the service is initiated later in the contract period the services and charges stipulated in this proposal will be applied. If the bank currently does not offer the service but is planning to offer the service during the projected contract period, it should so stipulate along with the anticipated date of activation.

A. Commercial and Purchasing Cards

The City currently uses (250-300) purchasing cards from a separate vendor which may change under this contract, with average monthly spend of \$300,000 and 1,200 monthly transactions. These may be assigned to specific individuals or be used by a defined group.

i. Describe the bank’s program for (a) commercial credit cards and (b) purchasing cards for issuance to specific individuals or for general use by an institution.

The U.S. Bank Purchasing Card provides a cost effective, time saving payment option for your business-to-business procurement needs, while streamlining the purchasing process and supporting your supply chain management strategies. By using purchasing cards to place orders, the costs associated with processing requisitions, purchase orders and check requests are dramatically reduced. Simplification of the purchasing process includes policy compliance, supplier negotiations, transaction monitoring, security, reporting and payment.

Additional features of the U.S. Bank Purchasing Card

- | | |
|--|---|
| <ul style="list-style-type: none">▪ Worldwide acceptance▪ Online reallocation tool▪ Comprehensive spend reporting▪ Financial systems integration▪ Tokenization for mobile payments | <ul style="list-style-type: none">▪ Transaction and spend limits▪ Enhanced data capabilities▪ Experienced technical consultants▪ Tax and compliance management tools |
|--|---|

Complex purchasing programs require a comprehensive array of payment products. U.S. Bank matches the products to your needs. Side-by-side with traditional purchasing card accounts, we offer global solutions, procurement solutions for high dollar purchases and solutions that provide



sophisticated order management and integration with financial systems. Our purchasing solutions offer sophisticated spending controls at the cardholder and billing account levels as well as card integration and reconciliation capabilities with leading eProcurement providers.

Central bill accounts

We also offer a variety of central bill accounts (CBAs) to meet specific spending needs:

- Ghost accounts—Offer organizations all the same features and benefits of commercial cards, but without the actual plastic card. This provides an added degree of protection against potential card misuse
- Central Travel System (CTS) accounts—Centrally billed charge accounts to which all airline ticket purchases can be made. No card is issued; only your organization and/or your travel agency can issue airline tickets against the account. You will receive one easy-to-understand billing statement that outlines transaction detail for each charge. In addition, CTS offers the flexibility of unlimited subaccounts, so you can budget and separate expenses accordingly
- Event Planner cards—Created to meet the unique needs of your event and meeting planners. Our clients use event planner cards for charges such as room rental, audio-visual equipment, internet and teleconferencing services, transportation/group shuttles, event food and beverage, special event admission fees, or any other meeting-related expenditure not normally covered using an individual corporate travel card (U.S. programs only)
- Supplier accounts—Designated accounts assigned to key suppliers which your employees can use to make purchases exclusively at the designated supplier. Other suppliers in the merchant category code could be blocked from individual accounts to discourage spending at competing suppliers

Virtual Pay

The U.S. Bank Virtual Pay program combines the control and automation of client purchasing and payables systems with the simplified payment and incentive opportunity of commercial cards. Using Pre-Authorized Limit (PAL) and Single-Use Accounts, it enables the following benefits:

Benefits of Virtual Pay

- | | |
|--|---|
| <ul style="list-style-type: none">▪ Increased automation and visibility of payments▪ Reduction of paper including check payments▪ Increased control and reduced risk | <ul style="list-style-type: none">▪ Enhanced working capital optimization▪ Improved days payable outstanding▪ Increased incentive opportunities |
|--|---|

CAL-Card

The State of California's CAL-Card program is a purchasing card program.

Individual/Department Card

A card can be issued to an individual, or we can issue a department card to the City that may be used by multiple users of a department for authorized purchases. There will not be a cardholder name embossed on the plastic but rather a department or company name. A program administrator's name is required to be tied to the account. Please note that without an assigned individual's name and



signature on the card plastic, merchants may not accept it for payment processing because of the increased opportunity for fraud and misuse.

ii. What controls are available?

Our commercial card programs allow you to predetermine spending and transaction limits on each card, eliminating the need for requisition and purchase order approvals while enhancing security. We authorize every transaction at the point of sale, using controls your program administrators have specified. You decide how tight controls should be and we customize the program. All controls can be set down to the individual cardholder level and can be modified on an ongoing basis.

Some of the control features we provide include:

Merchant category code (MCC) blocking

To prevent purchases of specific commodities and services, we will block the MCCs that represent these items. We can establish universal MCC blocking for uniformity across all cards or set unique limits at the cardholder level. We can also set up MCC Group blocking consisting of a cluster of MCCs. We recommend that you choose blocking that fits the spending requirements for the majority of your cardholders and only use cardholder blocking on an exception basis.

Velocity monitoring

Velocity monitoring allows you to limit the number of transactions or dollar amounts per day, month, cycle, quarter, year or other (refresh date or date to clear and number of days).

Cardholder single-purchase limit

This limit restricts the amount of a single purchase made by the cardholder. Generally, a single purchase can be comprised of a single item or of multiple items purchased at one time at a particular location. For example, if a cardholder's single-transaction limit is set at \$500 and a cardholder attempts to purchase several items for a total of \$550, the transaction request is declined. Single purchase limits can also be assigned to specific MCCs.

Cardholder monthly spending limit

The monthly limit is the maximum dollar amount authorized for a cardholder within a 30-day billing cycle. Spending limits may vary between cardholders depending upon their level and projected usage. Spending limits are replenished automatically the day following your chosen cycle date.

ATM blocking

Cash advance capability may be blocked or limited either universally or at the cardholder level.

Expiration dates

You may set predetermined expiration dates on cards used for specific projects. Your program administrators may also cancel any card account at any time using Access Online, or by calling the customer service department or the account coordinator team.



Declining balance capability

U.S. Bank commercial cards can be set up so employees draw down from a pre-set amount using the card's declining balance feature. This allows you to set per-project dollar limits tied to a particular project or budget. The declining balance feature allows you to impose a pre-determined credit limit on your corporate-billed accounts. The card becomes inactive at the expiration date or when the declining balance limit is depleted.

Adjusting controls

Your program administrators can request changes to any of the above controls at any time using Access Online or by contacting customer service. Changes affecting a large number of cardholders can be processed more efficiently by requesting the changes through the account coordinator team.

Account maintenance effective dating

This Access Online feature provides entitled users with the ability to define effective dates for temporary and future permanent account maintenance requests. You will gain more control of your card accounts by controlling when a maintenance request is updated. Program administrators may use effective dating to change authorization limits, demographic information, account information, default accounting code and MCC blocking.

In addition to restricting spend through Access Online, we also assist in monitoring spend for out of policy activity through U.S. Bank Payment Analytics tool. Payment Analytics is a web-based solution that enhances auditing practices by looking beyond the traditional card controls to provide 100% commercial card transaction monitoring. Using customizable rule templates, you can automatically review all card transactions and flag suspected card misuse and out-of-policy spending. By automatically running policy rules on all transactions, Payment Analytics makes cardholder transaction monitoring dramatically more targeted, efficient and effective. Program administrators can receive email notifications of possible non-compliance and spend violations, so they can safeguard against commercial card misuse and improve purchasing practices.

iii. What reporting is available? Is all reporting web-based?

Comprehensive reporting is vital to the City for effectively managing your payment programs. With the Access Online reporting tool, you can run predefined standard reports or create organization-driven ad hoc reports with six years of transaction data available online and offline for a total of 15 years.

Access Online provides immediate access to your transaction data, allowing you to run reports whenever needed. The highly intuitive user interface makes it easy for you to access your vital program data. Users simply select from a list of reports, define specific selection and sort options, plus choose an output type.



Report categories

Available report categories include:

Program Management reports

Support general program management activities and allows you to monitor compliance with organization policy. Program performance indicators highlight important trends that you can use to proactively manage your accounts. Program administrators gain access to information on every type of account activity.

Financial Management reports

Allow you to access transaction management activity information; can be used to determine if cardholders are properly managing their accounts and ensure that expenses are assigned to the proper cost centers.

Supplier Management reports

Allow you to manage supplier relationships, support supplier negotiations and manage spending by category. Used to analyze the overall effectiveness of your supplier strategies and identify overall performance issues and opportunities. The City is armed with actual program performance information that can be leveraged to drive supplier behavior and positively impact supplier negotiations.

Tax and Compliance Management reports

Assist you with monitoring expenditures, tracking variances and managing account allocations; can be used to ensure your programs are operating in accordance with U.S. Federal Government standards and requirements.

Administration reports

Provide program administrators easy access to basic program configuration information and helps them determine the impact the program structure may have on performance and utilization, including accounting code and user management.

User Activity Audit reports

Provide details of user actions taken within Access Online for transaction management related items, such as approval, rejection, reallocation and extraction, as well as user profile actions, such as login, account assignments, contact information, hierarchy changes and approval manager information.

Access Online Data Analytics

Use our interactive Data Analytics dashboard to:

- Analyze your program through four dynamic charts
 - Spend Analysis
 - Delinquency Management
 - Merchant Category Spend



- Average Purchase
- All charts and tables are interactive, allowing you to explore your data
- Easily identify trends and outliers through up to two years of spend history
- Filters allow you to focus on time periods ranging from annual to monthly
- Flexibility to view your data from the program level, or down to the lowest hierarchy
- Manage delinquency through intuitive charts, that allow you to initiate an email directly to a cardholder

Custom reporting

Flex Data Reporting puts the control in the user's hands so they can define what they want to see in a report. By setting the report context—date ranges, processing or reporting hierarchies and more—users are able to choose the amount of data they need. By defining report content (fields to include or calculate) users ensure only the information they need is in the report. Users can also define a logical grouping of data and at what level it should be subtotaled.

Report Scheduler

Available with our standard and ad hoc reports, Report Scheduler allows program administrators to schedule reports to run once or on a recurring basis. Additional features include:

- Reports can be delivered to multiple recipients
- Recipients can be notified via email when the report is available
- Access to functionality is controlled by Report Scheduler entitlement

Report formats

All reports are parameter-driven and offer a high degree of flexibility and variety of output formats, all fully exportable and viewable online in the following formats:

- Browser—Open in the user's existing internet browser, requiring no additional software. Some reports take advantage of drill-down links for additional detail
- PDF—Readily formatted for printing, downloading or email exchange
- Excel—Use a spreadsheet structure for ease of additional analysis, sorting and filtering and useful for export to third-party applications
- Active—Use dynamic HTML to display using the existing browser but also offer interactive features, including on-demand sorting, filtering, charts, graphs and export to XML and CSV

Reports can be delivered via the following methods:

- Internet—Access Online is a web-based system that allows users 24/7 access to reports
- Data file—We will provide a data file at a frequency level directed by you
- Access Online Data Exchange—Scheduled reports are only delivered through Access Online Data Exchange and can be retrieved from the Access Online Secure Mailbox
- You will receive email notification when reports are available for viewing
- Access Online provides Transport Layer Security (TLS 1.2) 256-bit data encryption



- We do not distribute actual reports via email for security reasons

Benefits

The Access Online Management Reporting:

- Meets your unique reporting needs with customized reporting tools
- Measures and monitors program performance
- Identifies unique spending patterns and preferred supplier opportunities
- Eliminates hard-copy report distribution
- Makes monitoring purchasing and travel program compliance easy
- Provides online access to 72 months of transaction data

iv. What are the payment requirements?

For purchasing card and Virtual Pay, payments are due within 45 days of statement date.

v. Is there an annual fee? Are there any additional fees?

No, U.S. Bank does not charge an annual card fee. For additional fees, please refer to [Exhibit 20, CAL-Card Financial Proposal](#).

vi. Does the card provide for a rebates? On what basis?

Yes, under the CAL-Card program, incentives are paid out on a quarterly basis and within 60 days after the end of the quarter. For more information, please refer to [Exhibit 20, CAL-Card Financial Proposal](#).

vii. Can these cards be assigned to an individual but tied to the City?

Yes, we offer corporate billing. Corporate billed accounts receive one central master statement which includes transaction level detail for each cardholder in that managing account, with cardholders receiving “memo statements” that provide transaction level information for their individual account.



B. Lockbox

The City currently does not use any external lockbox service for receipt and collection of bills or other receivables. The work is performed by City staff. Consideration is being given to a lockbox service which could be used to collect payments and transmit daily files with detail for downloading to City customer files.

The current utility remittance document is shown below. The account number is up to 12 digits (all numeric). The utility currently processes 7,000 physical check payments mailed monthly with a monthly billing cycle.

i. Describe the proposed lockbox service. Describe the work flow and processing of payments at your facilities.

Our national network of wholesale lockbox sites process more than 3 million payments each month for organizations throughout the United States. Lockbox services accelerate customer remittance handling by reducing time lost in mail float, processing and delivery. Early and frequent mail pickups reduce mail delivery times, which allows for earlier processing. Early availability of funds and detailed information empower you to make timely, informed business decisions.

- Cost-effective solution converts remittances into earning assets as quickly as possible
- Same-day deposit information makes your funds available sooner

We perform the back-office processing and deposit of items, which meet critical deadlines and maximize your funds availability, allowing you to focus on your organization. Payment processing and data capture are customized to your specifications. Detailed payment information is available through data transmission or SinglePoint so you can immediately update your accounts receivable records.

Image Look

An online extension of wholesale lockbox, Image Look provides sharp, detailed images of processed checks and invoices, allowing the City to boost productivity, reduce research time, improve customer service and accelerate your receivables. Images are retained online for 90 days, with options to extend up to 10 years.

- Flexible search criteria to locate payments and update your accounts receivable
- Same day information enables timely credit decisions

Web Decisioning

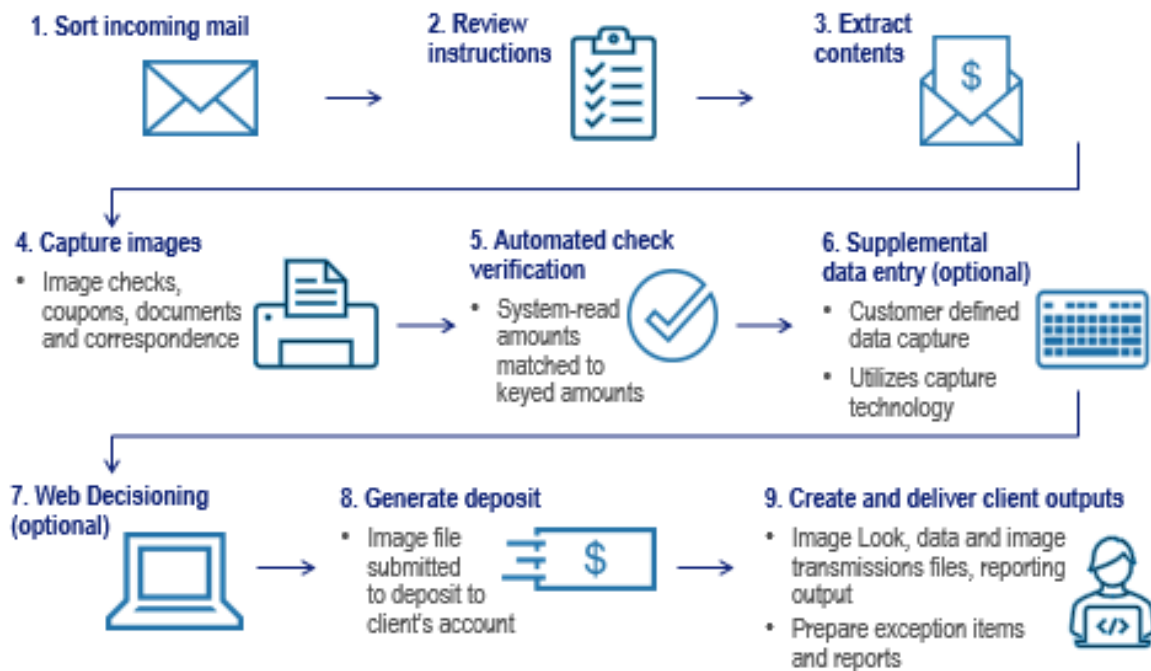
Web Decisioning reduces the time and manual effort involved with processing exception items. In instances where we are unable to process a payment according to your specifications, we notify you via email. You can immediately view and decision the transaction on SinglePoint. With online review:

- You eliminate delays associated with physical receipt all your exception items and associated documentation
- We immediately process transactions with your updated instructions

Scannable wholesale lockbox

If you receive a mix of wholesale and low-volume retail remittances, scannable wholesale is a cost-effective solution for processing both types of payments in one lockbox. The cost of data keying is reduced by machine capture of information from the OCR remittance document rather than by manual keying; we provide a formatted data file to update your accounts receivable system. Our cost-effective method converts remittances into earning assets as quickly as possible. We provide same-day information on your deposits, allowing you to use the funds as soon as they are available. Early and frequent mail pickups reduce mail delivery times, allowing for earlier processing.

Lockbox processing workflow



Various systemic quality control checkpoints occur in the processing workflow, including check amount verification, payee error detection and MICR repair. Your specific instructions are displayed online during the envelope extraction process. Work completed by a specific lockbox or operator can be flagged for second review by a senior operator or manager.

ii. When and how is information available daily?

We provide deposit and balance reporting through SinglePoint Information Reporting, which provides complete current day and prior day reporting. Optionally, SinglePoint can also provide remittance images and detail from lockbox sites.



Most clients use information reporting through SinglePoint to obtain daily lockbox deposit totals and availability information. SinglePoint offers a variety of output formats, including browser, PDF, CSV and BAI. Most lockbox clients elect to have lockbox detail delivered via file transmission. Specific lockbox reports are available via email or as a downloadable file from the Image Look browser application.

iii. Describe the potential implementation timeline. When could the lockbox be implemented?

A critical early objective of the client implementation process is to gain a thorough understanding of your processing and reporting requirements so that we establish accurate instructions and perform the appropriate programming to support your needs. The implementation process is as follows:

1. Treasury management and technical sales consultants gather basic information about the products and services requested.
2. You will designate a primary contact to work with us in coordinating the implementation.
3. An implementation coordinator is assigned to your account. The implementation project coordinator is your primary contact during the entire implementation process. For more complex implementations, a client implementation specialist also will be assigned.
4. Your assigned implementation personnel work with you to develop processing and reporting instructions specific to your lockbox.
5. A data transmission questionnaire is completed, if necessary. This completed document and a sample file format are required to begin the transmission setup process.
6. A technical analyst assigns a lockbox number and adds your specific instructions to the processing system.
7. Testing is required for data and image transmission. Managed File Services works with your technical support staff to establish and test our communications link.
8. After the communication link is established, lockbox provides a test file with sample transactions.
9. When testing is complete, a production date is selected. Our technical analysts are available to assist with issue resolution.
10. Your lockbox is put in queue for processing.
11. Your implementation personnel notify you when the lockbox is ready to begin processing payments. They also send an official notice with applicable passwords and instructions for image services.

Basic timeline	Action
Day 1	Treasury management sales consultant initiates a lockbox implementation request and implementation coordinator assigned
Day 2	Implementation coordinator contacts you and provides Lockbox Requirements Questionnaire



Basic timeline	Action
Day 3	You return completed Lockbox Requirements Questionnaire
Day 4	Implementation coordinator submits completed questionnaire to lockbox analyst for set up
Day 5	Lockbox Operations assigns new lockbox number
Day 5-10	Lockbox analyst completes set-up of new lockbox
Day 11	Implementation coordinator informs you of production date for new lockbox and provides necessary user guides and customer service contact information
Day 12	You distribute your new lockbox remittance address to your customers and new lockbox moves into production

The timeline changes if data or image transmission are included.

Transmission timeline	Action
Day 1	▪ Treasury management sales consultant initiates lockbox implementation request ▪ Technical implementation coordinator assigned
Day 2	Technical implementation coordinator contacts you and provides list of required documentation
Day 3-4	You return completed documentation to the technical implementation coordinator
Day 5-6	Technical implementation coordinator hosts a conference call to review and finalize all required documentation
Day 7	Technical implementation coordinator submits final requirements to lockbox analyst for set-up on lockbox platform and transmission build
Day 7-26	▪ Lockbox Operations assigns new lockbox number ▪ Lockbox analyst completes new lockbox set-up and transmission build ▪ Lockbox analyst transmits a test file to your test server
Day 26	Managed File Services analyst sends you testing instructions and invitations to test.
Day 30	You complete testing and provide signoff to the Managed File Services analyst and the technical implementation coordinator
Day 31-32	The technical implementation coordinator assigns the next available production date



Transmission timeline	Action
Day 35	The technical implementation coordinator provides necessary user guides and customer service contact information
Day 36	You distribute new lockbox remittance address to your customers
Day 37	New lockbox and transmissions move into production

iv. What level of technical assistance would be given to the City to implement the lockbox and design or redesign the remittance document?

Your assigned implementation team provides the necessary assistance and includes your:

- Relationship manager
- Treasury management sales consultant
- Implementation coordinator

Based upon the services selected, additional team members may include:

- Technical project manager
- Managed file services
- Development services
- Lockbox operations

Your implementation coordinator provides relevant user manuals and instructions for obtaining technical assistance at the conclusion of implementation. Based upon the services selected, a team member is assigned to provide product training.

v. Where is the lockbox facility located? What city would be used for the remittance address?

Your lockbox processing facility and remittance address would be located in Los Angeles.



vi. When is mail collected and delivered to the facility? How many times daily? How many hours of operation each day?

Post Office collection times (PT)						
Site	Monday – Friday		Saturday		Sunday and holidays	
Los Angeles	▪ 10:30 p.m. ▪ 12:30 a.m. ▪ 2:30 a.m. ▪ 4:30 a.m.	▪ 6:30 a.m. ▪ 10:30 a.m. ▪ 12:30 p.m. ▪ 5 p.m.	▪ 4:30 a.m. ▪ 6:30 a.m.	▪ 8:30 a.m. ▪ 5 p.m.	▪ 4:30 a.m. ▪ 6:30 a.m. ▪ 8:30 a.m.	▪ 5 p.m. ▪ 10:30 p.m.

vii. Is all remittance information captured and reported? Describe.

All payment and remittance information is captured and reported based on your unique processing requirements. Any items that cannot be processed based on your requirements, are returned to you daily for your resolution. You will work with your implementation team to create your unique processing and reporting requirements.

viii. Can the lockbox handle credit card remittances?

Yes, we accept American Express, Visa, MasterCard and Discover in our PCI compliant facilities.

Lockbox card processing details

- The City includes a credit card payment option on the coupon
- Coupons must not include the card security code (a three- or four-digit number, such as CVV, CVV2, CVC2 or CID)
- Coupon is mailed to the lockbox for processing
- Credit card payments are sorted from the check payments. Credit card data is input to Elavon's software for authorization, processing and settlement. Detail and error reports are then produced
- Coupons are imaged on the lockbox system; OCR information and amount paid are captured
- Detail records for the credit card transactions are included in daily remittance transmission file
- The first 12-digits of the credit card number are redacted
- Standard credit card reports are included in your daily package. You may also access additional information at the MerchantConnect website

ix. Describe the major components of your quality control checkpoints.

Lockbox processing workflow

- Mail is sorted by lockbox



- The City instructions are reviewed
- Envelope contents are extracted
- Images are captured for checks, coupons and correspondence documents
- Automated verification matches system read amounts to keyed amounts
- Supplemental data entry is completed
- Web Decisioning (optional) can be used to address exceptions real-time
- Deposit and related checks are submitted for deposit into client's account
- Outputs are generated and prepared for delivery

Various systemic quality control checkpoints occur in the processing workflow including check amount verification, payee error detection and MICR repair. Your specific instructions are displayed online during the envelope extraction process. A specific lockbox or work completed by a specific operator can be flagged for second review by a senior operator or manager.

x. Is image processing currently in place? Describe. Are there imaging costs for each item (check and remittance document)? Is there a separate fee assigned for the transmission of images?

Superior technical performance

U.S. Bank clients benefit from a technologically advanced, national wholesale lockbox platform. The state-of-the-art image-based platform allows our customers to move towards more electronic payment processing, saving time and money. Image fees for both the check and remittance documents are based on the online retention period chosen. If both online storage and image transmission are required there may be additional fees. Please see the pricing worksheet for specifics.

Benefits can include:

- Leverage our national network of wholesale lockbox processing sites—We deliver enhanced imaging and standardized reporting capabilities located in Chicago, Cincinnati, Denver, Los Angeles, Milwaukee, Portland, Seattle, St. Louis and St. Paul. We work with you to determine the best sites for your specific needs
- Accelerate funds availability—Our cost-effective solution converts remittances into earning assets as quickly as possible, providing same-day availability on your deposits so your organization can use funds faster
- Enhance your receivables management—Wholesale lockbox reduces clerical time for processing and depositing
- Improve balancing accuracy—Payment processing and data capture are customized and performed to your specifications. Detailed payment information is available through data transmission or through information reporting on SinglePoint so you can immediately update your accounts receivable records
- Add a convenient payment alternative—Allow customers to use a credit card for ad hoc payments, enhancing your volume of customer receipts



- Aid cash forecasting with up-to-date information—Intra-day lockbox deposit and check-clearing information are available via SinglePoint Information Reporting. Internet access to color images of your checks and remittances is available the same day payments are processed using Image Look, easily accessed through SinglePoint
- Streamline mail processing—Early and frequent mail pickups allow for earlier processing and reduce time lost in mail float
- Use complementary lockbox services—Web decisioning can reduce the time and manual effort involved with processing exception items. AR Matching can reduce the number of exception items you need to address. Split deposit consolidates mailed payments into a single lockbox while directing receipts into multiple U.S. Bank deposit accounts. Lockbox remote capture lets you scan checks and remittance documents and electronically transmit them to your lockbox

xi. Will mail be processed on all shifts including weekends?

Payments are processed and deposited on the same ledger day as received. The only exception to this practice is for clients who require their remittance detail by midmorning and specify that no further deposits be credited after that time. Ledger cut off is 5 p.m. local time for all sites. Weekend processing is available if required.

Payments are picked up multiple times daily and processed.

Post Office collection times (PT)						
Site	Monday – Friday		Saturday		Sunday and holidays	
Los Angeles	▪ 10:30 p.m.	▪ 6:30 a.m.	▪ 4:30 a.m.	▪ 8:30 a.m.	▪ 4:30 a.m.	▪ 5 p.m.
	▪ 12:30 a.m.	▪ 10:30 a.m.				
	▪ 2:30 a.m.	▪ 12:30 p.m.				
	▪ 4:30 a.m.	▪ 5 p.m.				
			▪ 6:30 a.m.	▪ 5 p.m.	▪ 6:30 a.m.	▪ 10:30 p.m.
					▪ 8:30 a.m.	

xii. Is there a formal procedure for responding to and correcting errors and problems? What is the average response time.

Your designated relationship manager acts as your primary contact. During the integration process, your treasury management consultant is your principal point of contact. After integration, you will receive technical support from one of the following groups:

- Primary support for lockbox processing issues is provided by lockbox customer service at your processing site (CCS is also available to aid with lockbox processing questions).
- Lockbox Customer Service may serve as your initial point of contact. In cases where reported issues fall outside the scope of lockbox operations, such as problems with banking applications or systemic issues, your lockbox customer service representative may refer you to CCS.



xiii. Provide the names, contact names and telephone numbers of at least two comparable public lockbox clients.

U.S. Bank is pleased to provide the following references:

Reference	Contact information
Fair Oaks Water District	Tom Gray, General Manager ▪ 916-967-5723 ▪ tgray@fowd.com
Department of Industrial Relations	German Garcia, Accounting Manager ▪ 415-703-4301 ▪ gmgarcia@dir.ca.gov

xiv. In the case of system failure, what are the back-up arrangements for processing? Are any delays expected in this situation?

Procedures are based on the length of outage.

- Multiple levels of backup are incorporated to manage the failure of an individual component (e.g., workstation, scanner, printer, server, etc.) or an individual site.
- Once a batch of work has been captured, it is backed up at a central hub site.
- In the case of the failure of an individual component, only the batch of work in process at the time of the failure would be impacted. The site maintains backup workstations, scanners, printers, servers and other critical hardware on-site for immediate replacement. In the event of a hardware failure, the work that was being processed would be re-run on another production device and the failed hardware would be replaced.
- In the case of a short-term lockbox system failure lasting eight hours or less, deposit preparation continues, awaiting system restoration. When the system is restored, prepared deposits are immediately processed.
- If the outage is likely to last for multiple days or weeks, then the site disaster recovery plan is implemented.
- If a site-level disaster recovery plan is implemented, all mail from the impacted site will be redirected to the St. Louis site. Because all processing instructions for all sites are maintained on a central system there would be no difference in the processing of the incoming work, or in any outputs generated by the system (e.g., information reporting, data or image transmissions, etc.). In the event of an extended outage at the St. Louis site, work from that site would be re-directed to the St. Paul or Cincinnati site.



xv. Describe the data transmission format and provide a sample reports created Is their full MICR capture?

The data transmission remittance reports are customized to each client's needs based on the information the client would like U.S. Bank to capture from the payments received. A sample report is not available due to the customization. MICR information may be captured for the remittance report.

xvi. What are the transmission times when information is available on the daily deposit(s)? Intraday? How is the information made available?

Availability is based on the type of deposit report:

Deposits totals with float assignment

Item processing provides deposit information in SinglePoint throughout the day. Lockbox deposits are typically available mid-morning and afternoon; the information is not always final. If you prefer to receive a final deposit notification in the morning, please be aware that mail received after the morning deposit cutoff will be held and processed the next day.

Deposit totals

Lockbox deposit totals post three times per day: mid-morning, afternoon and end of day. You may select one or more reporting deadlines for your lockbox. If you prefer to receive a final deposit notification in the morning, please be aware that mail received after the morning deposit cutoff will be held and processed the next business day. These totals are provided on the SinglePoint Lockbox Summary report and are also available by email.

Information on your lockbox deposit is available through SinglePoint's Current Day module and also through our Lockbox ImageLook service.

xvii. Who is responsible for handling adjustments and error resolution? How?

Our lockbox customer service groups will handle all of your service inquiries. There are customer service teams at each site to ensure they are familiar with your requirements. If needed for adjustment purposes, they will reach out to other financial institutions in the clearing stream as necessary.



8.0 Required Merchant Services

8.1 Required Merchant Services

The minimum qualifications required of Proposer with respect to its Merchant Services are:

Must provide end-to-end Merchant Services including credit and charge transaction authorization, routing and settlement for all major credit card brands and debit cards, gift cards, and other payment options.

U.S. Bank/Elavon meets this requirement.

Must provide PIN-based debit card processing services including access to all major debit card networks. The City does not currently accept pin-based debit transactions.

U.S. Bank/Elavon meets this requirement.

Must be able to process individual card transactions ranging from a minimum of \$1.00 to a maximum of \$100,000.

U.S. Bank/Elavon meets this requirement.

Must provide gross settlement using ACH to a designated City depository account no later than forty-eight (48) hours after the payment and credit records have been batched and transmitted.

U.S. Bank/Elavon meets this requirement.

Must have online reporting capabilities that will produce at a minimum daily/monthly summary reporting by Terminal ID and/or Merchant ID location:

Total sales and transaction count by card type

Average size by card type

Total disputed charges by card type

U.S. Bank/Elavon meets this requirement.

Must provide a detailed invoice for services on a monthly basis for all transaction costs (processing fees and other fees) associated with the payment and credit records processed. Sufficient back up documentation to support all costs invoiced, including breakout by



Merchant ID, card type, transaction type, gross sales, returns, net sales, and transaction counts must be provided with the invoice.

U.S. Bank/Elavon meets this requirement.

Must continuously comply with Payment Card Industry (PCI) Data Security Standards (DSS) and work with the City to assure compliance by the City.

U.S. Bank/Elavon meets this requirement.

Must provide detailed documentation of PCI requirements of the City.

U.S. Bank/Elavon meets this requirement.

Must provide a secure portal for uploading PCI requirements for the City.

U.S. Bank/Elavon meets this requirement.

Must be able to provide a twenty-four (24) hour seven (7) day a week help desk for customer assistance to City departments.

U.S. Bank/Elavon meets this requirement.

Must have the capability of servicing and/or replacing any non-functioning hardware within one business day after the City reports the problem.

U.S. Bank/Elavon meets this requirement.

Must be able to provide electronic check processing services detailed below:

Electronic check conversion at the point of sale

Internet initiated check debits

Check guarantee/verification

U.S. Bank/Elavon meets this requirement.

Must perform such other functions normally contemplated to be the function of a Merchant Service Provider.

U.S. Bank/Elavon meets this requirement.



Must provide initial and on-going training to City personnel as required related to payment and credit/debit card processing requirements, charge backs, accessing reports and transaction data, equipment, PCI changes, and/or other processes and procedures which may be required.

U.S. Bank/Elavon meets this requirement.

The Respondent's software/interface and/or platform(s) must have the capability of processing and accommodating various point-of-sale third party software applications and multiple merchant accounts, to include the City's current point of sale software Active Network.

U.S. Bank/Elavon meets this requirement.

Must work with the City to implement new gateways involving third party software applications and provide interfacing and conversion strategies as applicable and required.

U.S. Bank/Elavon meets this requirement.

Respond to each of the following questions:

A. Firm Stability and Background

- i. Describe the Vendor's background as a merchant services provider including major lines of business and name, number and location of divisions or operating units. Provide a brief history and background.**

The expertise, innovation and value U.S. Bank delivers are evident in the payment processing solutions provided by Elavon, Inc., a wholly owned subsidiary of U.S. Bank National Association. In serving more than 100 cities, 165 counties and 20 states, our capabilities and experience support the City's merchant services requirements.

U.S. Bancorp, with nearly 70,000 employees and \$591 billion in assets as of June 30, 2022, is the parent company of U.S. Bank National Association. Our Minneapolis-based company serves millions of customers locally, nationally and globally through a diversified mix of businesses: Consumer and Business Banking, Payment Services, Corporate & Commercial Banking and Wealth Management and Investment Services. We have been recognized for our approach to digital innovation, social responsibility and customer service. Learn more at usbank.com/about.

As a leader in banking and merchant services, we use a "One Bank" philosophy to drive the delivery of services across channels and products, including our payment solutions. Our outstanding track record of financial performance, coupled with our sound ethical business practices, have earned us the honor of being named a 2022 World's Most Ethical Company® by the Ethisphere Institute, a leading international think tank dedicated to the advancement of best practices in business. This is



our eighth consecutive year on this list. We were also named Fortune's 2022 "most admired superregional bank" for the 12th consecutive year. Within the Superregional Banks industry category, we topped the list in seven of the nine key attributes of reputation: People Management, Use of Corporate Assets, Social Responsibility, Quality of Management, Financial Soundness, Long-Term Investment Value and Quality of Products/Services.

Our size, strength and scale keep us well positioned for future growth. We are committed to invest in delivering innovative and remarkable solutions for our customers, shareholders, employees and communities as their most trusted financial partner.

ii. Is a third party used for any other segment of the service?

As one of the few providers in the industry that does not use third-party vendors for merchant services, we perform most processing, settlement and support functions using platforms that we own and manage. To deliver specialized services, we may choose to partner with certain approved third-party providers. If a third party is used, we oversee the performance of services and require that the third-party provider undergo an extensive certification and compliance process."

B. Firm Competitive Position and Future Commitment to Providing Services

i. What differentiates the Vendor and its service from that of other Vendors?

Performing most bankcard processing functions in-house and maintaining ownership of our gateway translates into better service and reliability for the City. For more than 20 years, we have been extending services through our Converge[®] gateway solution, a flexible and secure omni-commerce payment platform that can accept all payment types in multiple environments, providing an easy and cost-effective solution designed to grow with your business. We are confident that we will simplify The City's credit card processing needs by providing a stable, universal platform for Roseville.

ii. Explain the firm's representation on MasterCard or Visa boards or committees.

Our involvement with industry boards or committees includes, but is not limited to, membership and merchant advocacy in the following groups:

- Mastercard Global Fraud Advisory Council (GFAC)
- G2 Advisory Board
- Mastercard Point of Interaction (POI) Advisory Group
- Discover Acquirer Operations Committee
- Electronic Transactions Association (ETA)
- Merchant Acquirers' Committee (MAC)
- Financial Services Information Sharing and Analysis Center (FS-ISAC)



- Payment Card Industry Security Standards Council (PCI SSC)
- National Automated Clearing House Association (NACHA)
- Association of Financial Professionals (AFP)
- Merchant Advisory Group (MAG)

C. References and Current Client Base

i. Specify the category and number of customers and merchant accounts for which the Vendor is currently providing merchant services. What was the total transaction count and dollar amount processed in 2020-2021?

Our secure and scalable solutions drive commerce for more than 1.3 million customers across North America and Europe, including clients in the Retail, Services, Healthcare, Restaurants, Entertainment, Government, Education, Hotels, Travel and Airline industries. We process more than five billion transactions, valued at nearly \$450 billion, globally per year.

ii. What is the daily average number of transactions currently processed? What is the maximum daily processing capacity?

We process approximately 15 million transactions per day and average 200-250 transactions per second. Our peak processing volume in North America is 889 transactions per second (TPS), which represents only about three-fourths of the platform's engineered capacity.

iii. Where are the processing centers? Is the processing structure designed for redundancy?

Our processing platforms utilizes redundant and geographically dispersed data centers located within the U.S. We respectfully submit that data center locations are confidential and cannot be released through the RFP process.

iv. How would the City rank in volume among your customers, given the current number of transactions?

Within our organization, we have teams dedicated to government and public sector customers, recognizing that specialized resources are required for your success. As a leading provider in the government space, we have deployed solutions within a diverse set of use cases and environments, including more than 100 cities, 165 counties and 20 state government entities. We respectfully submit that rankings by volume and number of transactions are confidential and cannot be disclosed through the RFP process. In delivering services to the City, we will continue to leverage our expertise to provide focused support, consultation and enhancements to our payments processing capabilities.



- v. **Provide the names, email addresses and phone numbers of two public agency references with comparable volumes and communication capabilities who are currently using the card processing services. Please select a mix of long-standing and recently acquired customers.**

U.S. Bank is pleased to provide the following references:

Reference	Contact information
City of Lincoln Banking services and merchant card client since 2010	Sandra Cooke, Finance Manager ▪ sandra.cooke@lincolncal.org ▪ 916-434-2427
City of Elk Grove Banking services and merchant card client since 2012	Matthew Paulin, Finance Director ▪ mpaulin@elkgrovecity.org ▪ 916-627-3221
County of Yolo Banking services and merchant card client since 2018	Sou Xiong, Treasury and Revenues Manager ▪ sou.xiong@yolocounty.org ▪ 530-666-8212 Tom Haynes, CFO ▪ tom.haynes@yolocounty.org ▪ 530.666.8190

D. Relationship Representatives

- i. **List the names, titles, and location, of the primary relationship representative(s) that would be directly involved in and responsible for the contract and its implementation.**

Don Russell

Assistant Vice President, Public Sector Sales
Home-based

Meghan Elrod

Assistant Vice President, Public Sector Client Account Management
Home-based

In the event an Elavon employee is promoted, reassigned or otherwise leaves their role, secondary team members will maintain workflows and deadlines to ensure our commitments are met.



ii. Describe the relationship management team's functional role and responsibility.

As the City's sales representative, Don Russell builds relationships to determine program needs, identify opportunities and introduce products and services prior to and during the implementation process.

The City's account manager, Meghan Elrod, oversees all matters that relate to the City's service, ensures that the City is notified of compliance standing and changes to requirements and manages communication at all levels.

iii. What is the expected turn-around time on issue resolution?

Established issue resolution timeframes are define within the State's existing agreement, which can be found at [this link](#).

iv. How often will the primary representative(s) meet with the City to assure that it is receiving the lowest discount/interchange rates?

The frequency of our meetings can be semi-annual, quarterly or as often as required for adequate business review and interchange cost management.

E. Card Acceptance/Interface Processing

i. Does the Vendor support all major payment types, debit cards, gift cards, corporate cards, and other emerging options? Does support or cost vary for any of these?

U.S. Bank and Elavon provide support for all card types listed. Since rates vary by card type accepted, interchange categories, dues and assessment are variable; those fees are pass through to the merchant of record. Our solutions enable payment options that are supported by the card brands and only assess a processing fee.

ii. Describe the hardware necessary for acceptance of credit and debit cards for all types of transactions.

We support the various hardware, gateways and pin pads listed within the City's RFP. For the hardware offered under our existing agreement with the State, please refer to [this link](#).

iii. Can the Vendor use the equipment currently owned and used by the City (Ingenico model iSC250 and Verifone models-VX520 and VX820)? If not, what equipment will be required?

U.S. Bank and Elavon can support the equipment that is currently owned and used by the City as described within the RFP.



iv. Does the Vendor provide the equipment on a lease or purchase basis? Describe the equipment maintenance plan on leases. What is the turn-around time on repairs/substitutions on leased equipment? What supplies will be provided under a maintenance contract, if utilized?

U.S. Bank and Elavon can provide equipment for purchase and rental. Additional supplies can be order and equipment can be shipped over night. Warranties and service plans available through our contract with the State of California, which can be found at [this link](#).

v. Describe software necessary for acceptance of credit and debit cards on all transaction types.

The Converge gateway offers the ability to accept payments in-person, online, via mobile, or by mail/telephone order (MO/TO).

vi. Describe interface requirements and compatibility issues.

The Converge API offers the following integration methods:

- Hosted Payments
 - Hosted Payment Page
 - Lightbox
- Checkout.js
- XML API

Hosted Payments

This integration method is suitable for businesses that need a checkout page that is:

- Simple to use and implement
- Secure
- ADA Compliant
- Leaves sensitive information handling entirely to Converge

Hosted Payments Page (HPP)

The HPP template of Converge helps create modern and responsive checkout pages by linking websites to Converge-hosted checkout pages branded with the logos and color schemes of the businesses.

Lightbox

The Lightbox implementation of Hosted Payments uses an iframe to embed the payment form as an overlay to your online shop. When Lightbox is invoked, your online shop darkens out and the payment page appears as a floating element on top.



Checkout.js

Checkout.js gives the flexibility to customize checkout pages and the ability to use functional calls to submit transactions to Converge from a customer's web browser.

Checkout.js is ideal for businesses that want to:

- Fully control the design of their payment page
- Use Converge to securely collect customer data and process payments
- Maintain a consistent look and feel throughout their website

XML API

XML API integration is ideal for businesses that want to:

- Completely control the checkout process
- Directly integrate with Converge
- Collect payment data using their own servers and pass that information to Converge for processing

For additional details, please review the Converge Developer Guide available at [this link](#).

vii. The City uses Active Network for Parks, Recreation and Library services, as well as Converge, ACI, Daycare Works and Invoice Cloud, for the web-based payment options currently. Can the Vendor process transactions from this and various gateways? Describe.

U.S. Bank and Elavon can support the various solutions and integrations described.

viii. Indicate all payment gateways currently supported. What fees are applicable on setup?

U.S. Bank and Elavon pricing and applicable fees are provided within the State's agreement found at [this link](#).

ix. Describe the process to add additional third party gateways after initial implementation.

Today, we support more than 360 third-party gateways and can provide details on the processes as specific gateway partners are identified.

x. Describe telephone authorization options in the case of communication failures.

In the event of communication issues, we can support authorizations by phone, 24/7. A toll-free number and instructions are provided during implementation and training.



xi. How is PCI compliance tested and confirmed? How are merchants certified?

We adhere to the strictest PCI and data security standards, making cardholder data protection a key priority. Our solutions support the latest security technologies and committed to providing our Level-1, Level-2, Level-3 and Level-4 clients with direct support in their efforts to achieve and sustain PCI-DSS compliance.

We offer Level-4 merchants a comprehensive approach to securely manage cardholder data and validate compliance.

Our program is focused on the following three key areas:

- Education—materials and information to help you understand PCI DSS compliance
- Validation—tools to help you attest compliance with PCI DSS
- Financial Reimbursement—in the event of a breach, eligible businesses may receive financial reimbursement to cover certain payment network fines, assessments and the cost of a forensic audit

Through our partnership with Sysnet, we offer an exclusive assessment and managed security Service that dramatically reduces the cost associated with PCI compliance. In addition to cost reduction, the service provides continual monitoring, testing and vulnerability scans, as well as information security and awareness training.

xii. What actions are taken to prevent our transactions from falling to a non-qualified category?

We provide strategic account reviews on a regular basis to provide insight into the City's interchange categories and enable better management of pricing advantages.

By engaging in solid preparation for regulatory releases, we reduce the impact of these changes to our customers. Typically, the card brands make changes to their programs twice a year. These changes may require members and acquirers to make modifications to systems and message formats to comply with or take advantage of new programs that benefit their respective customers.

We invest extensively in resources and technical hours each year in preparing for association regulatory releases, ensuring that the platform is achieving results for our customers and complies with card brand rules. Further, while the card brands consider pre-release testing to be optional, our release process always includes rigorous pre-release testing. This consists of transmitting outgoing files to ensure proper format and to validate interchange-clearing programs and ensure that customers will not encounter problems when release code goes into production.



F. Authorization Processing

i. What authorization methods are supported and recommended?

For real-time authorizations with speed and accuracy, we recommend IP via Frame or Internet connectivity whenever possible. However, we are not a one size fits all processor. The Elavon network supports flexible connectivity options to best meet the City's processing needs.

ii. What are the procedures to reverse/recall an incorrect authorization?

The process to initiate an authorization reversal, or recall an incorrect authorization, is supported if a transaction authorization is completed, but not submitted for settlement. If the transaction is submitted for settlement, then a void, refund, or other similar transaction must be initiated to return the amount to the card balance. The platform will initiate a partial authorization reversal when it is determined that a final transaction amount is less than the amount of authorization.

iii. Describe any limitations on processing such as assigned “windows” for obtaining authorizations or settlement, number of files allowed per day, the number of transactions and/or dollar limits per file, or dollar amount per transaction authorized and settled?

There are no limitations or “windows” for authorization or settlements. Our authorization and settlement platform supports 24/7 processing and does not limit the number of transactions or batches that can be processed per day.

iv. Does the Vendor maintain direct authorization and settlement links to the various card organizations, or utilize a third-party network for authorizations? Is your firm introducing to a direct processor or is it the direct processor?

We maintain direct certifications with the payment networks to authorize and settle all card brands and do not use a third-party for this key component of our service offering.

v. Do merchants incur any monthly access fee to connect to the authorization network?

All applicable fees and network costs are described within the State contract available at [this link](#).

vi. Provide average response times for web and dial-up authorization methods for both peak and normal periods.

On our network, a transaction can be authorized in 2-4 seconds using wireless communication method or an internet communication method. Response time is measured from the time we receive a transaction authorization request to the time we provide an authorization response, excluding the time dependent upon third parties, point of sale systems (including any chip card and terminal interactions) or third-party delays.



The average existence time on our systems is 10-15 milliseconds. Average switch times to the Visa, Mastercard, Discover and American Express networks range from 30-60 milliseconds. It is not uncommon for customers with a dedicated connection to experience less than two seconds response time. Response times are similar during peak and non-peak hours.

G. Settlement Processing

i. Describe the settlement process.

The processing and settlement of all credit cards is supported through Elavon and funded via Automated Clearing House (ACH). When transactions are settled and funded to a U.S. Bank checking account, our Everyday Funding provides funds availability within hours of batch settlement every day, including holidays and weekends, at no additional charge. Transactions that are settled and funded to accounts at other financial institutes are subject to funds availability timeframes that vary, depending upon the depository bank's ACH windows.

ii. Is all funding next day? Describe.

Customers with a U.S. Bank checking account also have access to expedited funding through our Everyday Funding solution, which enables funding within hours of batch settlement every day, including holidays and weekends, at no additional charge. On weekdays, funds can arrive in as little as 90 minutes and no later than six hours after batch settlement. Batches settled over weekends and holidays are funded once per a day, providing funds availability during time periods that are not supported through traditional payments funding.

When depositing to accounts at other financial institutes, timeframes for funds availability may vary, depending upon the depository bank's Automated Clearing House (ACH) windows. When settlements are completed before 7 p.m. PT, funds are sent via ACH the same day. The ACH is then processed by the receiving bank, resulting in funds availability within two business days of settlement.

iii. What is the daily cut-off time for sales transactions to be transmitted to meet settlement deadlines?

When settlements are completed before 7 p.m. PT, funds are sent via ACH the same day.

iv. Is settlement made by ACH or Fed wire? Can settlement details be passed on ACH addenda?

Settled transactions are funded via ACH and ACH record detail includes our company ID with the depository bank, identifying the ACH as merchant services activity.



v. Do you allow for multiple settlement accounts by merchant?

Our settlement system allows each MID to have up to three DDAs; one for deposits, one for billing and one for chargebacks.

vi. How will settlements appear on the City's bank statement?

By default, settled batches post separately to the depository DDA, however, customer have the option of either "pay by batch" funding, or requesting a combined daily deposit as a lump sum, known as "pay by day" funding.

vii. What level of transaction detail is available?

Transaction details are available at various levels and formats, depending upon the reporting tool utilized. Settled transactions are funded with an ACH record detail that contains our company ID, identifying the ACH as merchant services activity, as well as information such as the batch settlement timestamp and amounts.

viii. Are settlements on gross amount and fees charged monthly?

Typically, settlements are funded on gross sales with fees charged monthly.

H. Ticket Retrieval and Chargebacks

i. Describe the ticket retrieval request process along with turnaround times. Is this all online? Does the Vendor support full document imaging?

In the event of a payment dispute between you and a cardholder or issuer, we assist with investigating and resolving the dispute. Chargebacks are normally initiated by the card issuer and transmitted through the payment networks to our merchant accounting and ADRP systems. Where possible, auto-decisioning logic that is based on payment network regulations is used to automatically debit our customer and represent the chargeback. Additional details regarding chargeback management solutions can be provided upon request.

ii. What is the process for ticket retrieval? State the average elapsed time from receipt of a retrieval request to merchant receipt.

Chargebacks that are not auto-decisioned by the ADRP system are grouped into work queues by payment network reason and usage codes. Chargebacks in the work queues are then researched by our Dispute Resolution team to determine if documentation is available to meet chargeback requirements for the transaction type and payment network.

The following steps describe our ticket retrieval process and turnaround time:



- A copy request is received from the issuer
- A copy request letter is generated and delivered to our customer, advising our customer to respond within 10 days of the “critical date,” which is the last and final day the copy request may be worked
- A reminder notice is sent if our customer’s account is set to receive reminder notices and no response to the original copy request letter is received by the 15th day of the cycle
- If our customer’s response to the copy request includes invalid data, a new request letter is generated
- If our customer has not responded by the 25th day of the cycle, we will fulfill the copy request using a substitute draft

iii. Define the chargeback cycle. What percentage of chargebacks is currently handled without merchant involvement? Does the firm have a standard rule-based logic to facilitate dispute resolution processing?

Our Dispute Resolution team is able to handle approximately 15% to 20% of chargebacks without customer involvement. Auto Decision functionality has been integrated into the system based upon payment brand regulations for specific reason codes. This logic allows the system to determine if items should be represented to the issuing bank or debited from our customer's DDA designed for chargebacks.

iv. Does the Vendor have a designated contact person and department to specifically manage chargebacks?

We have an experienced Chargeback team that handles all disputes, including retrieval requests, using our proprietary Automated Dispute Resolution Processing (ADRP) system. The Account Management team will work with the City to review chargeback activity and successes, as needed.

v. What chargeback reporting is available?

Chargeback reporting and statuses are available online through Payments Insider. Additional details regarding an optional chargeback management solution are available upon request.

vi. Are chargebacks and adjustments netted from daily proceeds, or are they debited separately?

Typically, chargebacks are debited separately; they are not netted from daily proceeds. The City can provide multiple demand deposit accounts (DDAs) for each merchant account and specify which DDA is to be debited for chargebacks. When notification of a dispute is received from the payment networks, we generate an automated clearing house (ACH) debit to the chargeback DDA.



vii. When will the City receive notification for chargebacks?

When we receive a chargeback, we will send notification to the City either by mail, fax, email or online notice. The timeframe in which the notification is received will vary depending upon the delivery method the City elects to use.

viii. Does the firm have the capability to archive and retrieve transaction information? What information is stored and for what period of time?

Payments Insider provides online access to transactional history up to two years from the transaction date. We can also retrieve offline, archived information through our research department. The time and cost to retrieve the data will depend on the quantity and age of the data requested.

I. Debit Card Processing

i. Describe the debit card processing capabilities.

Our platform supports debit card processing via the major U.S. networks, including Accel, AFFN, CU24, Interlink, Maestro, NETS, NYCE, PULSE, SHAZAM and STAR.

ii. Describe the firm's PINLESS debit card processing.

PINless capabilities exist as pin networks allow.

iii. Are debit card transactions routed automatically to the lowest cost network?

PIN debit is the preferred method of processing as it is more cost effective than routing to the traditional credit networks.

J. Technical System Capabilities

i. Is the firm's processing software CPS (Custom Payment Service) compliant?

Our solutions support various CPS programs in alignment with the card brands' rules and regulations. Elavon works with each card brand and many POS application providers to help ensure that best possible interchange rates are available to our customers and maintain compliance with all payment industry security and privacy requirements.

ii. Does the firm's software provide for integration in interface alternatives (such as XML, SOAP, Java, C++, COM, Perl, etc.?)

The City's current services do not require integration; however, we offer solutions that interface with systems using XML API, a JavaScript library or hosted payment pages.



iii. What is the process for handling test transactions? Are test cards provided and if so, what types? Is the testing system separate from live operations?

Should the City choose to implement new solutions, a test environment, test cards and resources from our Solution Engineering team are available. These tools and support are provided to assist developers in writing, testing and implementing an integration with our processing platform.

iv. Outline the security measures in place for the protection of data transmitted for processing. Are all the major verifications available (CVV for Visa, CID for AMEX, and CVC for MC)? Do you support CVV2 (Card Verification Value 2)?

To safeguard our customers and cardholder data, we use a combination of security measures including:

- Firewalls
- Intrusion detection systems
- Data loss prevention systems
- Data encryption
- File integrity monitoring systems
- Access controls
- Patch management controls and physical security controls to ensure unauthorized users do not access systems or data

Similarly, to monitor our network, we detect systems and monitor internet traffic, as well as network and host-based controls. Such controls are also used to monitor performance and stability.

In addition, we support risk management and fraud prevention services such as address verification service (AVS), card verification values (CVV2 (Visa)), card identification number CID (Discover/American Express) and card validation code 2 (CVC2) (Mastercard).

v. Describe smart card transactions if it differs from other standard credit card transactions?

We support smart card transactions in the U.S. and Canada and the process follows standard transactions flows.

K. Transmission Issues

i. Describe the monitoring and notification process if a transmission fails.

We have tracking processes to account for receipt of customer files sent directly to us. Once the file is received, we will generate a confirmation message that includes total debit and credit items and



total dollars for credits and debits for both Visa and Mastercard. In addition, the report is date and time stamped.

For customers settling terminals to our host, a GBOK or "Good Batch OK" number is returned to the customer's terminal when a batch settles successfully. The first three digits are the batch number, the next four are the month and day the batch settled and the last four are the hours and minutes that the batch settled.

When the customer manually settles to our network and the batch fails to be submitted properly, the terminal typically returns a message statement such as "SETTLEMENT FAILED" or "LOST COMM WITH HOST."

ii. Does the processing system identify and eliminate duplicate transactions automatically?

We will automatically resolve incorrect authorizations on behalf of our customers for systemic duplicates, or transactions that share the same amount, card number, reference number and authorization code. Transactions that are processed twice in error, but not yet settled can be voided at the point of sale or terminal. A credit or refund should be processed to correct duplicate or incorrect charges that have been settled.

L. Security

i. How are PCI compliance initiatives handled? How do you qualify merchants?

We are committed to providing our customers with the support required to achieve and sustain Payment Card Industry Data Security Standard (PCI DSS) compliance. Annual volume thresholds established by the card brands are used to qualify customers as PCI Level-1, Level-2, Level-3 or Level-4 merchants. Our teams track PCI DSS validation individually for PCI Level-1, Level-2 and Level-3 clients and work with the account management team and customer to ensure reminders are provided in advance of a validation due dates. For Level-4 clients, a managed PCI program and portal provide the monitoring, testing, scans and training required for PCI DSS compliance.

ii. How are clients made aware of new PCI initiatives and general information?

We provide education on trends, initiatives and general information through regular account reviews with our Account Management team, as well as newsletters and communications available through our Payments Insider reporting tool.

iii. What PCI training is available for IT and merchants' staff? Are there charges for these services?

For Level-4 customers, like the City, we offer a comprehensive approach to securely manage cardholder data and validate compliance. Our program is focused on the following three key areas:



- Education—Materials and information to help you understand PCI DSS compliance
- Validation—Tools to help you attest compliance with PCI DSS
- Financial Reimbursement—In the event of a breach, eligible businesses may receive financial reimbursement to cover certain payment network fines, assessments and the cost of a forensic audit

Through our partnership with Sysnet, we offer an exclusive assessment and managed security Service that dramatically reduces the cost associated with PCI compliance. In addition to cost reduction, the service provides continual monitoring, testing and vulnerability scans, as well as information security and awareness training.

M. Disaster Recovery

i. Is there a continuity plan for processing systems and platforms in a natural or man-made disaster situation? Describe local and system-wide back up and redundant systems.

The U.S. Bank Enterprise Resiliency Program is ISO 22301 certified; it meets or exceeds all relevant regulatory requirements.

To ensure high resiliency, availability and recoverability of data, software and services, U.S. Bank utilizes multiple geographically disperse, production Tier-4 data centers. Disaster Recovery plans are reviewed annually and tested quarterly. In the unlikely loss of one production data center, the most critical applications can be active in the other data center within five minutes or less.

U.S. Bank leverages a geographically diverse model of operational sites to ensure resiliency against natural and man-made disasters and other disruptions. Business Continuity plans are reviewed and updated at a minimum of annually and are exercised annually.

ii. What is the expected time frame to become operational should a catastrophic event occur at a merchant site?

In the unlikely loss of one production data center, the most critical applications can be active in the other data center within five minutes or less.

iii. What is the up-time percentage the last two years?

Our platform consistently meets or exceeds an uptime of 99.9% annually.



N. Information Reporting

Complete and timely online reporting is a critical factor. The City requires full online reporting and download capabilities including the ability to define and sort information at various levels. Reporting should be comprehensive and allow for customization. The firm should make every effort to fully describe and illustrate the reporting capabilities in their response. A link to the system is preferable for evaluation.

i. Describe all reports available. Provide a sample of each detail and summary report available or a link to sample reports online. Are all reports available online?

We provide an online reporting tool, Payments Insider, that enables users to view transactions and statements for both individual locations and role-based access to hierarchies defined by the City.

Users can search and sort by criteria, such as authorization code, amount, truncated card number, batch ID, location and date settled, or utilize Payments Insider's standard daily and period-end reports, including:

- Payments—Offers a holistic look at payment history for a selected period. Use filters to focus in on key data points like chargebacks, deposits, adjustments or fees.
- Batch/Sales—Summary and detail views of settlement activity with filters to focus on particular transaction types, settled amounts, transaction dates and more.
- Card Brand—A payment mix by card brand allows users to observe trends across card brands for rate reviews or look up individual transactions to determine when and how they were settled.
- Authorizations—Each time a card is used an authorization record is generated, but this does not mean the card was approved or the transaction settled. This report provides details on authorizations that may not have been settled, or cards that are declined, rejected or not accepted.
- Downgrades—This report can be used to see impacts in interchange qualification using a filter that allows users to focus in on specific reason codes or payment dates.
- Chargebacks—Reporting that shows reason codes with the when and why of a chargeback event as well as the impact using filters to focus on specific chargebacks, response dates or financial actions.

Payments Insider reports can be accessed in real-time via the online portal. Monthly billing statements and reports may be generated upon demand through Payments Insider or mailed upon request.

Additional detail regarding Payments Insider functionality and report types can be found within [Exhibit 21, Payments Insider Reporting Overview](#).



ii. Describe the daily and/or monthly reports available to the merchant and the City (for the overall relationship) for reconciliation purposes.

Payments Insider can be used to generate reports according to levels and hierarchies defined by the City. Tools such as monthly billing statements and Payments Insider's standard daily and period-end reports are available. To facilitate reconciliation, Payments Insider includes tools and filters that allow users to focus in on key data points, such as chargebacks, deposits, adjustments and fees.

iii. What is the delivery time frame for reports and statements?

Payments Insider reports containing transaction and settlement information are typically available within the following timeframes:

- Authorization reports—Approximately one hour after transaction is processed
- Settled transaction data—two to four hours after settlement
- Qualification data—24 hours after settlement
- Statements—Third business day of the month

iv. Are reports archived? For how long? Can all reports be downloaded?

Through Payments Insider, users can access two years' worth of data on multiple merchant IDs (MIDs) and download reports and statements in universal CSV or Excel formats.

v. Is historical information regarding sales, refunds, and chargebacks maintained in a database for access by the merchant? For how long?

Yes. Payments Insider provides users with online access to two years' worth of processing data.

vi. Describe how multiple merchant numbers are reported and the flexibility afforded the merchant for customizing the reports. Can the City "roll up" multiple specific groups for reporting independent of other groups?

Payments Insider users can view transaction details and monthly statements for both individual locations and hierarchies defined by the City's account structure. Access can be granted to users at any of level of the City's account structure, providing hierarchical reporting that aggregates data from multiple merchant accounts.

O. Implementation

i. The agreement implementation target date for these services is March 20, 2023.

Should the City choose to implement new locations or services, resources from our Implementation and Delivery teams are available to support the target date.



ii. After initial implementation, how are new merchant accounts established?

Following initial implementation, Account Management team members will continue to work closely with the City and serve as a primary point of contact when bringing new locations online.

iii. How are updates of PCI and industry-related rules or regulatory changes distributed?

The Account Management team will work with the City to share updates and disseminate industry-related rules or regulatory changes. We engage in planning and platform investment to maintain technical currency and prepare for regulatory releases. Our planning and technology resources are designed to minimize the impact of changes to our customers, while ensuring that they comply with and receive the benefits of new programs and capabilities.

iv. The City currently goes directly to the PCI Compliance site to get certified. What comparable PCI compliance tools are provided by the vendor? Is this part of the contract?

We offer Level-4 merchants, like the City, a comprehensive PCI program to securely manage requirements and validate compliance. Through our partnership with Sysnet, we offer an exclusive assessment and managed security service that provides continual monitoring, testing and vulnerability scans, as well as information security and awareness training.

v. What if any reprogramming fees will be necessary concerning equipment owned by the City?

Applicable fees have are provided within our existing contract with the State of California, which is available as [Exhibit 22, Elavon Master Services Agreement](#) or online at [this link](#).

vi. What changes will be necessary for replacing, if applicable, gateways owned currently by the current provider?

U.S. Bank and Elavon can support the existing equipment and gateways described within the City's RFP.

P. Customer Service

i. Is customer service available 24/7? How is it provided?

Our services include 24/7 technical support and customer service, which is available via a toll-free number. We also provide an Account Management team who conducts periodical reviews based upon the City's requirements.

ii. Describe the promotional support you provide. Are there any costs for this support?

All support is included without proposed pricing and is provided at no additional cost.



iii. Describe the firm's customer service organizational structure. Will a specific customer service representative be assigned to handle this account?

Yes. Meghan Elrod is assign work closely with the City to address all business needs and serve as a primary point of contact, responsible for:

- Bringing new locations online
- Reviewing statements and interchange status
- Providing back-office services and consultation related to processing needs

iv. Does the firm schedule periodic meetings with customers to review the service?

Yes. We provide regular account reviews to provide overviews and insight on the City's account activity, as well as education on trends, initiatives and general information.

v. Does your system identify and eliminate duplicate transactions automatically? Describe process.

Yes. We automatically resolve incorrect authorizations on behalf of our customers for systemic duplicates, or transactions that share the same amount, card number, reference number and authorization code. Transactions that are processed twice in error, but not yet settled can be voided at the point of sale or terminal. A credit or refund should be processed to correct duplicate or incorrect charges that have been settled.

vi. Does the firm offer processing solutions to perform (a) deferred billing, (b) installment billing and (c) recurring billing?

Yes. Our solutions support future payments or deferred billing, installments and recurring transactions.

Q. Pricing and Contracts

i. Describe the firm's overall pricing structure. Is the firm offering a fixed cost plus surcharges fee or an interchange plus fee?

We offer interchange plus pricing, as well as surcharging and Convenience Fee and Service Fee programs.



ii. List all of the firm's possible "non-qualified surcharges" categories on the cost proposal (such as reward card fees, etc.)

A matrix of non-qualified interchange categories is available upon request, noting that this document is comprised of more than 600-line items and subject to change based on bi-annual updates published by the card brands and payment networks.

iii. When are discount fees deducted from the DDA account? Are discount fees calculated on gross or net sales?

By default, processing fees are calculated on gross sales and debited from the billing DDA on a monthly basis. Alternate billing cycles (e.g., weekly) are supported, upon request.

iv. Are order charge slips, signs and other supplies available? How are the orders handled? What is the normal shipping time?

Supplies can be order through our 24/7 call center and sent according to the shipping option (e.g., overnight) requested by the City when placing the order.

v. How are customers notified of association price adjustments?

The card brands and payment networks provide notifications of any updates in October and April each year. Those notifications will be circulated and presented to Roseville ahead of the update.



9.0 Assurance of Primary Designated Project Team

Proposer shall assure that the designated primary project team, including sub-institution or subcontractors (if any), is used for both the banking services and merchant services sections of this project. Departure or reassignment of, or substitution for, any member of the designated project team, substitution (s) or sub-contractor(s) shall not be made without the prior written approval of the City.

- i. Confirm that designated project teams will be, as much as practically possible, stable on both banking services and merchant services.**

U.S. Bank/Elavon has reviewed this statement. Please refer to the following exhibits:

- [Exhibit 23, U.S. Bank Exceptions to City of Roseville RFP 10-026](#)
- [Exhibit 24, Elavon Exceptions to City of Roseville RFP 10-026](#)



10.0 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 general information that a proposing Institution wishes to include that is not specifically requested should be included in an appendix to the proposal.

Institutions are encouraged to keep the proposals brief and to the point, but sufficiently detailed to allow evaluation of the project approach. Unauthorized conditions, omissions, limitations or provisions attached to a proposal may render the proposal non-responsive and may cause its rejection.

Proposers are warned against making erasures or alterations of any kind, without initialing each and every such change. Proposals that contain erasures or irregularities of any kind, without such initialing, or omissions, may be rejected.

Preference is for electronic submissions. If provided via regular mail, the proposal should be bound or contained in a loose leaf binder. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Use section dividers, tabbed in accordance with this section as specified below.

10.1 Cover Letter with the following information:

Title and number of this RFP

Please refer to the Cover Letter.

Legal Name and Mailing Address of Institution (include physical location if mailing address is a PO Box)

Please refer to the Cover Letter.

Contact Person, Telephone Number, Fax Number, and Email Address for all RFP questions

Please refer to the cover letter. Fax numbers are not applicable.

A statement that the submitting Institution will perform the services and adhere to the requirements described in this RFP, including any addenda (reference the addenda by date and/or number).

U.S. Bank has reviewed the contents and requirements of City of Roseville RFP 10-026, including the addendum document titled Questions and Responses for RFP 10-026.



The letter should be signed by an individual legally authorized to bind the institution.

Please refer to the Cover Letter. Per the City's answer to Question #49, a digital signature has been applied.

10.2 Signature Requirements - The attached Proposer's Certification (Attachment C) shall be executed by an official(s) legally authorized to bind the Institution which states that the proposal is valid for ninety (90) days. Note: This is ninety (90) days following the closing date for the submission of proposals.

U.S. Bank agrees. Please refer to [Attachment C, Signed Proposer's Certification](#). Per the City's answer to Question #49, a digital signature has been applied.

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.

Not applicable.

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.

Please refer to [Attachment C, Signed Proposer's Certification](#). Per the City's answer to Question #49, a digital signature has been applied.

10.3 Response to Questions Sections 4.0 through 8.0

Complete responses to each question in Sections 4.0 through 8.0 should be made in the order requested and include all pertinent information to fully answer each question.

Please refer to Sections 4.0 through 8.0 as listed in the Table of Contents.

10.4 ATTACHMENT A - Completion of Proposed Banking Pricing Form

Attachment A is provided for proposed banking fees. Fees required by your institution to provide each service must be included on the Attachment (not simply on a pro forma). If additional categories are required by your institution then they should be added in the appropriate service section on the Attachment. All fees required by the bank to provide the



required services should be shown on the Attachment and if additional fee categories are established by your institution these should be added into the sheet and priced accordingly.

Please refer to **Attachment A**.

The historical monthly usage averages for each fee category as defined by the current banking institution are provided in the hidden columns C through N. The Attachment is being provided in an Excel format to facilitate its completion.

Please refer to [Attachment A, Proposed Bank Fees](#).

Any Alternative or Optional Service being proposed should also be added to the Attachment with appropriate per item costs.

Please refer to [Attachment A, Proposed Bank Fees](#).

10.5 ATTACHMENT B – Completion of Proposed Merchant Services Pricing Form Attachment B is provided for proposed Merchant Services fees. Monthly volume and dollar histories are shown. If additional categories are required by your institution then they should be added in the appropriate service section on the Attachment. The Attachment is being provided in an Excel format to facilitate its completion.

All fees required to provide the required services should be shown on the Attachment and all additional fee categories should be added into the sheet and priced.

Please refer to [Attachment B, Proposed Merchant Service Fees](#).

10.6 Required City Statements/Documents –Provide written statements of assurance regarding the following requirements in the proposal:

Assurance of Designated Project Team for non-substitution for the designated members of the team without approval by City staff (Section 9.0)

In the event of necessary change of designated project team members, U.S. Bank/Elavon will notify the City. Please refer to the following exhibits:

- [Exhibit 23, U.S. Bank Exceptions to City of Roseville RFP 10-026](#)
- [Exhibit 24, Elavon Exceptions to City of Roseville RFP 10-026](#)

The absence of a conflict of interest (Section 14.9)

U.S. Bank does not have any conflicts of interest to disclose.



Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the Primary Banking Services Agreement (ATTACHMENT D) (Please note that actual certificates of insurance are not required as part of your submittal.)

U.S. Bank has reviewed and meets the requirements listed in Attachment D.

A statement that nothing contained in the submitted proposal will be proprietary (Section 14.15 and 14.28).

Submit the following documents with proposal:

Proof of registration with California Secretary of State

Please refer to [Exhibit 01, California Secretary of State Registration Screenshots](#).

Executed copy of Proposer's Certification (Attachment C)

Please refer to [Attachment C, Signed Proposer's Certification](#). Per the City's answer to Question #49, a digital signature has been applied.

Executed copy of Non-collusion Declaration (Attachment E)

Please refer to [Attachment E, Signed Noncollusion Declaration](#).

10.7 Exceptions –Provide any and all written proposed exceptions, alterations or amendments to the Scope of Services or requirements of this RFP, including the sample agreement (Attachment D). The nature and scope of the 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 institution.

Please refer to the following exhibits:

- [Exhibit 23, U.S. Bank Exceptions to City of Roseville RFP 10-026](#)
- [Exhibit 24, Elavon Exceptions to City of Roseville RFP 10-026](#)

The following exhibits were not requested by the City, but are included for your reference:

- [Exhibit 25, Elavon State of California Authorized User Set Up Form](#)
- [Exhibit 26, Elavon State of California Local Authorized User Addendum](#)

ATTACHMENT A
CITY OF ROSEVILLE
PROPOSED BANK FEES

*Monthly fees for each category for the the entire relationship are shown in the hidden columns C-M.
Provide all fees required to provide the services as deccribed in the RFP. Add any fees and
fee categories necessary.*

		MO AVG	PROPOSED FEE	EXTENDED MO FEE	NOTES, IF APPLICABLE
1092	CONCENTRATION ACCOUNT	19,076,503			
1126	ACCOUNTS PAYABLE	0			
1134	PAYROLL	0			
8664	CITY OF ROSEVILLE ERAP	3,322,352			
1409	WITTMAN DEPOSIT ACCOUNT	54,040			
3734	CITY INTERNAL ACCOUNT	455			
1175	HOUSING AUTHORITY	908,865			
3103	HOUSING AUTHORITY ESCROW	69,912			
2561	S PLACER WATEWATER AUTHORITY	0			
<u>TOTAL BALANCES - ALL ACCOUNTS</u>		<u>23,432,127</u>			
	DEPOSITORY SERVICES				
	ACCOUNT MAINTENANCE	12	1.000	11.67	
	PAPER CREDITS	152	0.100	15.19	
	ELECTRONIC CREDITS	395	0.025	9.87	
	PAPER DEBITS	1,542	0.100	154.21	
	ELECTRONIC DEBITS	182	0.025	4.55	
	REJECT CHECKS PAID	3	0.000	0.00	IF VOLUME OVER 50, THE CHARGE IS \$0.60 PER ITEM.
	DEPOSITED ITEM	3,735	0.100	373.47	
	RETURN DEPOSITED ITEM	11	1.500	15.88	
	RETURN ITEM SPECIAL INSTRUCTIONS	6	0.500	2.83	
	REDEPOSITED RETURNED ITEM	14	1.000	13.67	
	RETURNED ITEM FAX NOTIFICATION	13	0.050	0.66	
	RETURN ITEM IMAGE COPIES	10	0.200	2.02	
	RETURNED ITEMS IMAGE VIEWED	1	0.100	0.07	
	RETURNED ITEM IMAGE ADVICE VIEW	1	0.100	0.05	

	DEPOSIT COVERAGE	25,743	0.1290	3,320.89	
	PAPER STATEMENT FEE	2	5.000	10.42	
	CHECK FILTER MONTHLY MAINTENANCE	4	10.000	35.83	
	CHECK/DEPOSIT TICKET ORDER	45	1.000	45.29	
	CHARGE FOR NEGATIVE COLLECTED BAL	106	0.0095	1.01	PRIME + 4% (PRIME RATE AS OF 07/28/2022 = 5.5%)
	ACCOUNT INQUIRY		6.0000		
	DEPOSIT ERROR CORRECTION		1.5000		
	COPY OF CHECK/DEPOSIT TICKET		1.5000		
	ZBA				
	ZBA SUBSIDIARY (Placer)	1	0.500	0.50	
	ACCOUNT RECONCILMENT SERVICES				
	FULL/ POSITIVE PAY MAINTENANCE	1	45.000	45.00	\$45 FOR FIRST ACCT FOR FULL W/ POSITIVE PAY MONTHLY
	FULL/ POSITIVE PAY MAINTENANCE	2	15.000	30.00	\$15 PER ACCT FOR ANY ADD'L ACCTS
	FULL/POSITIVE PAY - PER ITEM	1,534	0.040	61.34	
	SP POSITIVE PAY ONLY MAINTENANCE	2	10.000	15.83	
	SP POSITIVE PAY ONLY - PER ITEM	7	0.020	0.13	
	SETUP FULL ARP	0	100.000	41.67	ONLY ON ADDL ACCOUNTS; MAY BE OFFSET BY CREDIT OR ECR
	SP CHECKS RETURNED	3	7.500	21.88	
	TELLER POSITIVE PAY SPECIAL HANDLING	4	5.000	20.83	
	SP ISSUE/CANCEL INPUT	15	0.100	1.53	
	SP POSITIVE PAY EXCEPTIONS	3	0.100	0.31	
	SP ISSUE MAINT UPLOAD - PER FILE	6	0.000	0.00	
	SP ISSUE MAINT CONFIRM - PER FILE	13	0.100	1.28	
	SP ARP RECON REPORT - PER ITEM	2,492	0.010	24.92	
	SP ARP RECON REPORT MAINTENANCE	4	5.000	17.92	
	SP ARP EXTENDED RETENTION	2	15.000	30.00	
	SP ARP RECON OUTSTANDING MAINT	4	2.000	7.17	
	SP ARP RECON OUTSTANDING ITEM	728	0.020	14.57	
	SP ARP DAILY PAID MONTHLY MAINT	4	5.000	19.58	
	SP ARP DAILY PAID PER ITEM	1,506	0.025	37.65	
	SP ARP DAILY OUTSTANDING MAINT	4	2.000	8.17	
	SP ARP DAILY OUTSTANDING ITEM	14,656	0.020	293.12	
	TRANSMISSION INPUT	13	4.000	53.67	
	ARP TRANSMISSION OUTPUT	3	15.000	37.50	
	ARP TRANSMISSION PER ITEM	1,547	0.020	30.94	
	ARP SPECIAL TRANSMISSION FORMAT	3	25.000	72.92	
	PAYEE POSITIVE PAY MAINTENANCE	2	5.000	10.00	

	PAYEE POSITIVE PAY PER ITEM	1,513	0.010	15.13	
	SP PAYEE POSITIVE PAY EXCEPTIONS	15	1.000	15.17	
	STALE DATE MAINTENANCE	5	8.000	39.33	
	STALE DATE TRANSMISSION PER FILE	6	15.000	82.50	
	SP UNREVIEWED PAYEE EXCEPTION		0.5000		
	INFORMATION SYSTEM - SINGLE POINT				
	SP CURRENT DAY PER ACCOUNT	2	5.000	10.00	
	SP CURRENT DAY PER ITEM	714	0.005	3.57	
	SP PREVIOUS DAY PER ACCOUNT	13	5.000	62.92	
	SP PREVIOUS DAY PER ITEM	5,501	0.005	27.51	
	ACCOUNT ANALYSIS REPORT PDF	1	1.000	1.00	
	MONTHLY DDA STATEMENT PDF	13	0.250	3.15	
	ACH RETURN AND NOC REPORT	8	1.000	7.83	
	ACH REDEPOSIT REPORT				
	FIRST	1	0.500	0.50	
	NEXT	4	0.500	2.00	
	TOTAL	4	0.500	2.00	
	SP TOKEN MONTHLY MAINTENANCE	6	0.250	1.44	
	SP ACCOUNT ADD/MODIFY/DELETE	0	1.000	0.25	
	SP BOOK TRANSFER MO MAINTENANCE				
	FIRST	1	5.000	5.00	\$5 FIRST ACCT; \$0 FOR ADD'L ACCTS
	NEXT	5	0.000	0.00	
	TOTAL	6	0.000	0.00	\$5 TOTAL FEE ONLY CHARGED ONCE PER MONTH - PER CUST
	SP BOOK TRANSFER PER TRANSFER	5	0.100	0.48	
	SP CASH VAULT MONTHLY MAINTENANCE	1	5.000	5.00	
	SP STOP PAY MONTHLY MAINTENANCE				
	FIRST	1	5.000	5.00	\$5 FIRST ACCT; \$0 FOR ADD'L ACCTS
	NEXT	4	0.000	0.00	
	TOTAL	5	0.000	0.00	\$5 TOTAL FEE ONLY CHARGED ONCE PER MONTH - PER CUST
	SP STOP PAY PER STOP	7	4.500	29.25	
	SP ACH ORIGINALTION MONTHLY MAINT				
	FIRST	1	5.000	4.58	\$5 FIRST ACCT; \$0 FOR ADD'L ACCTS
	NEXT	1	0.000	0.00	
	TOTAL	2	0.000	0.00	\$5 TOTAL FEE ONLY CHARGED ONCE PER MONTH - PER CUST
	SP ACH ADJUSTMENT MO MAINT	1	5.000	5.00	
	SP ACH POSITIVE PAY MO MAINT	5	5.000	22.50	
	SP WIRES MO MAINTENANCE	1	5.000	5.00	
	SP ACCOUNT RECON MO MAINT	1	0.000	0.00	

	SP ACH POSITIVE PAY AUTHORIZATION	0	0.100	0.02	
	SP POSITIVE PAY MO MAINT	4	0.000	0.00	
	SP ISSUE MAINT MO MAINTENANCE				
	FIRST	1	5.000	5.00	\$5 FIRST ACCT; \$0 FOR ADD'L ACCTS
	NEXT	4	0.000	0.00	
	TOTAL	5	0.000	0.00	\$5 TOTAL FEE ONLY CHARGED ONCE PER MONTH - PER CUST
	SP IMAGE ACCESS MO MAINTENANCE	6	5.000	29.58	
	INVEST REPORTING MO MAINTENANCE	1	5.000	5.00	
	INVEST TRADE PORTAL MO MAINT	1	20.000	20.00	
	SP EXTERNAL MESSAGE MO MAINT				
	FIRST	1	5.000	5.00	\$5 FIRST ACCT; \$0 FOR ADD'L ACCTS
	NEXT	14	0.000	0.00	
	TOTAL	15	0.000	0.00	\$5 TOTAL FEE ONLY CHARGED ONCE PER MONTH - PER CUST
	SP EXTERNAL USER TASK SENT	123	0.000	0.00	
	MONTHLY DDA STATEMENT PDF	1	0.250	0.25	
	SP ACH POSITIVE PAY - PER ITEM PAID		0.050		
	WIRE TRANSFER				
	INCOMING FEDWIRE	2	3.000	4.75	
	INTERNAL WIRE CREDIT	1	7.000	5.83	
	INCOMING FEDWIRE CTP	10	10.000	101.67	
	RETURNED INCOMING WIRE	2	2.500	5.00	
	DRAWDOWN REQUEST INBOUND	3	15.000	46.25	
	SP FEDWIRE NON-REPETITIVE	43	4.000	173.00	REPETITIVE WIRES ARE THE SAME FEE
	SP INT'L USE NON-REPETITIVE	1	20.000	10.00	REPETITIVE WIRES ARE THE SAME FEE
	SP INTERNAL	3	2.000	6.00	
	SP WIRE BENFICIARY EMAIL	0	0.050	0.00	
	INT'L USD OUR REGION 2	0	20.000	1.67	
	ZERO BALANCED ACCOUNTS				
	ZBA MASTER	1	1.000	1.00	
	ZBA SUBSIDIARY	3	0.500	1.50	
	COMMERCIAL PAPER SWEEP				
	COMMERCIALPAPER SWEEP	1	75.000	75.00	
	IMAGE SERVICES				
	SP CHECKS PAID PER ITEM STORED	1,542	0.010	15.42	
	DEP ITEMS IMAGE PER ITEM STORED	9,528	0.010	95.28	

	IMAGE ACCESS IMAGES RETRIEVED	11	0.000	0.00	
	SP SHORT TER IMAGES RETREIVED	0	0.000	0.00	
	ACH SERVICES				
	ACH MONTHLY MAINTENANCE	5	5.000	5.00	\$5 PER CUSTOMER FEE
	ACH ORIGINATED ADDENDA ITEM	981	0.020	19.62	
	ACH PROCESS RUN	35	5.000	175.42	
	ACH ORIGINATED TRANSIT ITEM	7,050	0.0075	52.88	
	ACH ORIGINATED ON-US ITEM	394	0.0075	2.96	
	ACH FILE CONFIRMATION EMAIL	133	0.250	33.15	
	ACH RECEIVED ITEM	217	0.020	4.35	
	ACH RECEIVED ADDENDA ITEM	29	0.010	0.29	
	ACH BLOCK MO MAINT PER ACCOUNT	3	5.000	15.00	
	ACH RETURN ITEM PER ITEM	11	0.750	8.06	
	ACH NOTIFICATION OF CHANGE	10	1.000	9.92	
	BATCH ADJUSTMENT REQUEST	1	5.000	4.58	PER BATCH, PER ITEM OR PER FILE
	SP ACH TRANIST ITEM	12	0.190	2.34	
	SP ACH PROCESS RUN	3	5.500	18.33	
	UPIC MONTHLY MAINTENANCE	1	3.000	2.00	
	UPIC SETUP FEE	0	30.000	2.50	ONLY ON ADDL ACCOUNTS; MAY BE OFFSET BY CREDIT OR ECR
	SAME DAY ACH - ORIGINATED PER ITEM		0.500		IN ADDITION TO PER ITEM
	UNAUTHORIZED ACH RETURN - PER ITEM		6.000		
	BRANCH COIN/CURRENCY SERVICES				
	CASH DEPOSITED PER \$100	0	0.050	0.01	
	BRANCH DEPOSIT PROCESSING FEE	0	2.500	0.21	
	ARMORED CAR SERVICE	1,337	1.000	1,337.48	THIS IS A PASS THRU FEE; CHARGED AT \$1 PER UNIT
	NON CUSTOMER ON US CHECK CASHING	8	0.000	0.00	
	CASH VAULT SERVICES				
	CASH DEPOSIT - PER \$100	824	0.030	24.73	
	CASH VAULT DEPOSIT	150	0.250	37.56	
	LOOSE COIN DEPOSIT	10	4.000	38.33	
	CASH DEPOSIT ADJUSTMENT	1	3.000	3.00	
	INDIVIDUAL COIN ROLL	5	0.070	0.38	
	STANDARD CASH ORDER	1	2.500	3.13	
	CURRENCY ORDER PER STRAP	2	0.300	0.50	
	NONSTANDARD CASH ORDER	1	3.000	2.25	
	SMALL DEPOSIT BAGS/BOX	3	5.000	15.42	

	MEDIUM DEPOSIT BAGS/BOX	1	7.000	5.83	
	POLY COIN BAGS	0	40.000	13.33	
	VANTAGE POINT				
	VP MONTHLY MAINTENANCE	1	0.000	0.00	
	DATA NORMALIZATION	11,810	0.000	0.00	
	ELECTRONIC REMOTE DEPOSIT SERVICE				
	EDM MO MAINTENANCE PER ACCOUNT	4	5.000	18.33	
	WEB MO MAINT PER WORKSTATION	6	20.000	126.67	
	IMAGE QUALITY CAR/LAR & OCR	6	0.000	0.00	
	DEPOSIT CREDIT	25	0.250	6.21	
	IMAGE CHECK ITEM ON-US	334	0.010	3.34	
	IMAGE CHECK ITEM TRANSIT	13,750	0.020	275.00	
	REMITTANCE ITEM	6,474	0.100	647.36	
	IMAGE RETRIEVAL PER ITEM	326	0.500	162.75	
	FILE MONTHLY MAINTENANCE	1	125.000	125.00	
	TRANSMISSION	29	10.000	285.00	
	TRANSLATION PER PAYMENT	6,491	0.080	519.24	
	RDM EC9603i 30METWORK SCANNER	0	750.000	125.00	EPSON CAPTURE 60 DPM SCANNER \$875 EACH
	EQUIPMENT SALES TAX	11	0.075	0.81	AS OF 8/22/2022 7.75% FOR THE CITY OF ROSEVILLE
	E-LOCKBOX				
	E-LKBX MAINTENANCE	1	50.000	50.00	
	E-LKBX ELECTROINC PAYMENT RB ITEM	12,991	0.050	649.57	
	E-LKBX RETURN ITEM	3	1.000	2.67	
	E-LKBX DATA TRANS OUT/BILLER-ID	19	5.000	97.08	
	SAFEKEEPING SERVICES				
	Asset Based Fee (first \$100 million)	100000000	.50 bp	416.67	MONTHLY ESTIMATE
	Asset Based Fee (over \$100 million)	675000000	.25bp	1,406.25	MONTHLY ESTIMATE
	Standard DTC/Fed Transaction		8.000		PER TRANSACTION
	Physical Buy/Sell		8.000		PER TRANSACTION
	Mutual Fund Transaction		8.000		PER TRANSACTION
	Cash Distributions from Account		8.000		PER TRANSACTION

	OPTIONAL SERVICES				
	COMMERCIAL CARDS				CAL-CARD
	ACCOUNT MAINTENANCE		0.000	0.00	
	ENROLLMENT		0.000	0.00	
	CHECKWRITING				
	ACCOUNT MAINTENANCE		100.000	0.00	CHECK PAYABLES TRANS - \$100 FIRST ACCT/\$25 ADDL ACCT
	PER CHECK COST (First 3000 checks)		0.300	0.00	
	PER CHECK COST (3001 - 25000 checks)		0.210	0.00	
	PER CHECK COST (25001 - 50000 checks)		0.200	0.00	
	PER CHECK COST (over 50001 checks)		0.190	0.00	
	CHECK PAYABLES CHECK ADD'L PAGE		0.020	0.00	
	CHECK PAYABLES ENVELOPES - PER ITEM		0.020	0.00	
	CHECK PAYABLES POSTAGE - PER ITEM		AT COST		
	CHECK PAY TRANSMISSION - PER TRX		5.000		
	SPT CHECK PAYABLES MONTHLY MAINT		30.000		
	SPT CHECK PAYABLES - PER CK (FIRST 100)		0.450		PER ACCOUNT
	SPT CK PAYABLES - PER CK (101 - 500)		0.400		PER ACCOUNT
	SPT CK PAYABLES - PER CK (501 - 1000)		0.350		PER ACCOUNT
	SPT CK PAYABLES - PER CK (OVER 1000)		0.250		PER ACCOUNT
	MYEASYVIEW MONTH MAINT		20.000		
	MYEASYVIEW - PER ITEM		0.020		
	CHECK PAYABLES SETUP - CUSTOM		3000.000		MAY BE OFFSET BY CREDIT OR ECR
	CHECK PAYABLES ADD'L SETUP HOURS		150.000		PER HOUR - MAY BE OFFSET BY CREDIT OR ECR
	CHECK PAYABLES MODIFY MAP - PER MAP		150.000		MAY BE OFFSET BY CREDIT OR ECR
	CHECK PAYABLES CUSTOM ACK - PER ACK		150.000		MAY BE OFFSET BY CREDIT OR ECR
	LOCKBOX				
	LOCKBOX MAINTENANCE		200.000	0.00	LBX MONTHLY & IMAGELOOK MONTHLY COMBINED
	LOCKBOX ITEMS		0.350	0.00	WLBX PER PAYMENT PROCESSED
	DATA TRANSMISSION MAINT		175.000	0.00	\$175 FIRST ACCOUNT/ \$50 ADD'L ACCOUNTS
	ENCODING		0.170	0.00	WLBX OCR ITEM
	DATA CAPTURE		0.020	0.00	DATA KEYSTROKES - PER KEYSTROKE
	CHECK ONLY		0.350	0.00	LOCKBOX ITEMS
	NO CHECK MAIL		0.300	0.00	CORRESPONDENCE ONLY - PER ITEM
	DEPOSITS CASH		5.000	0.00	
	CORRESPONDANCE		0.300	0.00	CORRESPONDENCE ONLY - PER ITEM
	EXCEPTIN ITEMS		0.600	0.00	UNPROCESSABLES/REJECT ITEMS - PER ITEM

	MICR CAPTURE		0.015	0.00	
	SPECIAL HANDLING		10.000	0.00	WLBX MANUAL MAIL
	SPECIAL REASSOCIATION		0.200	0.00	WLBX SORT - PER ITEM
	UNPROCESSABLE		0.300	0.00	CORRESPONDENCE ONLY - PER ITEM
	WEB DELIVERY MO MAINTENANCE		150.000	0.00	WBLX WEB DECISIONING - PER MONTH
	DATA TRANSMISSION		0.000	0.00	INCLUDED IN MONTHLY MAINTENANCE FEE FOR TRX
	DETAIL REPORT - FAX/MAIL - PER ITEM		0.005	0.00	SPT LBX REPORT - PLEASE REFER TO CURRENT DAY PER ITEMS
	LOCKBOX IMAGE MAINTENANCE		0.000	0.00	INCLUDED IN MONTHLY MAINTENANCE FEE FOR LOCKBOX
	IMAGE DATA TRANSMISSION		250.000	0.00	\$250.00 FIRST ACCT/ \$50 ADD'L ACCTS
	IMAGE DATA TRANSMISSION PER ITEM		0.025	0.00	\$0.025 PER CHECK/COUPON
	IMAGE DATA TRANSMISSION PER ITEM		0.100	0.00	\$0.10 PER DOCUMENT
	IMAGE STORAGE B/W		0.025	0.00	\$0.025 PER CHECK/COUPON
	IMAGE STORAGE B/W		0.100	0.00	\$0.10 PER DOCUMENT
	WEB DECISIONING - PER ITEM		0.650	0.00	
	WLBX DEPOSIT - PER CREDIT		1.000	0.00	
	LOCKBOX DEPOSITED ITEM		0.050	0.00	
	WLBX MULTI PAYMENTS - PER PAYMENT		0.150	0.00	
	WLBX SETUP FEE		200.000	0.00	MAY BE OFFSET BY CREDIT OR ECR
	WLBX ANNUAL RENTAL FEE		54.000	0.00	MAY BE OFFSET BY CREDIT OR ECR
				0.00	

**AMENDMENT I
TO
ATTACHMENT A
CITY OF ROSEVILLE - PROPOSED BANK FEES**

This amendment changes all references of an incentive of \$100,000 to be paid for the first year towards existing services, as well as any new products and services, to \$150,000 without any other requirements or stipulations. These funds will be used to offset the City's account analysis fees for a period of one year, or until funds are depleted.

This bonus is paid as a result of being awarded the depository business of the City of Roseville.

February 14, 2023

U.S. Bank, N.A. by:

Charline Botelho

Charline Botelho, Senior Vice President

**MERCHANT SERVICES PROPOSED FEES
CITY OF ROSEVILLE 2022**

ATTACHMENT B

Proposal from: Elavon, Inc

City Monthly Averages	Visa	MasterCard	Discover	AMEX
## Transaction Volume	27,640	5,513	575	340
\$\$ Volume	5,216,451	1,185,104	101,769	102,047
\$\$ Average Ticket	189	215	177	300
# locations	16	16	16	15
Chargebacks as % of transactions	8	2	0	0

	City Vol.	Fee	Extended	Notes
Interchange Plus Plans				
Pass Through Pricing (Card Brands)				
Interchange Card Level				
Card Brand Members' Dues and Assessment				
Merchant Servicer Provider Fees				
Visa/Msatercard/Discover Transaction/Authorization Fee			0.0250	
AMEX Transaction/Authorization Fee			0.0250	
Debit card Transaction/Authorization Fee (PIN and Pinless)			0.0250	
Debit Card Transaction/Authorization Fee (with PIN) online debit			0.0250	
Debit Card network Fee			0.00	
Discount Rate - Qualified			0.00	
Discount Rate - Non-Qualified			0.00	
Discount rate - AmEx cards			0.00	
Discount rate - Prepaid cards			0.00	
Discount rate			0.00	
Discount rate - Prepaid cards			0.00	
Processing AMEX EDC and Discover EDC Authorization			0.00	
Processing AMEX EDC and Discover EDC Capture			0.00	
Administrative Fee			0.00	
Paymentus Service Fee per transactino			0.00	
Monthly Maintenance Fee			0.00	
Monthly Wireless Access Fee			0.00	
Monthly Service Fee			0.00	
Monthly Minimum Discount Fee			0.00	
MC Merchant Location Fee			0.00	
Annual fee per location			0.00	
PIN Debit			0.00	
PIN Debit Injection Fee			0.00	
Proprietary Card Transaction			0.00	
Voice Authorization			0.85	
Leased Line			0.00	
ISDN			0.00	
Wireless			0.00	
Dial Up			0.00	
Chargebacks			0.00	

	Chargeback Return NSF Item Fee			15.00	
	EIDS Fee			0.00	
	Statement Fee			0.00	
	Address Verification - electronic			0.00	
	Address Verification - Voice per attempt			0.00	
	Application Fees			0.00	
	Daily Close-out Fee			0.00	
	IRS fee			0.00	
	PCI Monthly Fee - Compliance Fee			19.99	
	Non-validation PCI Compliance Fee			89.99	
	ACH Reject Fees			15.00	
	ACH Fee			0.00	
	ACH Reject Fee			0.00	
	GATEWAY FEES			0.05	
	GATEWAY FEES			0.00	
	Sysnet PCI Mo Fee per MID			19.99	
	Provider Fee			0.00	
	Paymentus Technology Fee addition			0.00	
	Revenue Neutral Flex Pricing & Surcharging			0.00	
	Equipment Fees (POS Terminals- See list & pricing in response)			0.00	
	Terminals (See pricing in RFP Response)			0.00	
	Lease/Purchase			0.00	
	Software			0.00	
	Reprogramming of Customer Owned Equipment			0.00	
	Reprogramming of Cusomter Owned Integrated Terminals			0.00	
	Security Swap Fee for PIN Debit			0.00	
	Replacement Fee			0.00	
	Injection fee			0.00	
				0.00	
	Set-up - Instiallation Fees			0.00	
	On-site training (N/A)			0.00	
	Telephone Training			0.00	
	FLAT RATE OPTIONS				
	Credit/debit Transaction Fee - Qualified			N/A	
	Credit/debit Transaction Fee - Non-Qualified			N/A	
	ACH/eCheck			N/A	
	Chargebacks/Returns			N/A	

ATTACHMENT C

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

Charline Botelho

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 E

NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH THE PROPOSAL

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

Charline Botelho

(Signature of Declarant)

U.S. Bank Commercial Paper Sweep Service

Transfer excess balances automatically between your checking and U.S. Bank Commercial Paper sweep account.

Overview

U.S. Bank Commercial Paper Sweep Service automatically moves excess balances between a U.S. Bank checking account and a sweep account that invests in U.S. Bank National Association Commercial Paper. At the end of each business day, excess funds are transferred automatically from your U.S. Bank checking account to the sweep account. Funds from the maturing commercial paper are available in the checking account on the next business day. Commercial Paper Sweep is an effective way to put excess cash to work and earn competitive interest rates.

Key features

- **Automate daily transfers.** Save valuable time spent transferring money between checking and investment accounts. Daily transfers into and out of your checking account and Commercial Paper Sweep account are automatic. Funds are available whenever you need them.
- **Enjoy competitive returns.** The Commercial Paper Sweep Service provides competitive interest rates to help you maximize your interest earnings on excess cash.
- **Establish your minimum checking account balance.** Choose a target account balance you want to maintain in your checking account. The U.S. Bank Commercial Paper Sweep Service will invest the funds that are in excess of your established target balance.
- **Meet a reasonable minimum investment requirement.** A minimum investment of \$1,000 is required to participate. The full balance above the checking account target balance you establish is automatically transferred as long as there is at least \$1,000 available to sweep.
- **Understand the risk.** The commercial paper investment made by the Commercial Paper Sweep Service is an unsecured, short-term promissory note issued by U.S. Bank National Association.
- **Access daily information.** Monitor your sweep transactions using information reporting options available through SinglePoint® Information Reporting.
- **Receive monthly account information.** You receive a monthly statement for your Commercial Paper Sweep account. Information on your checking account transactions is provided on your U.S. Bank checking account statement, or you can combine the two into a single statement.

For purposes of Section 15B of the Securities Exchange Act of 1934 (the "Act") (SEC Rule 15Ba1-1 et seq.) (the "Rule"), U.S. Bank, National Association (the "Bank"): (1) is not recommending and will not recommend an action to you; (2) is not providing and will not provide "advice" to you as defined in the Rule, and any information or communication from the Bank in respect of your accounts with the Money Center or the Safekeeping Departments of the Bank (the "Account(s)") or in respect of any securities transaction or potential securities transaction to be executed via the Account(s) is not intended to be and should not be construed as "advice" as defined in the Rule; and (3) the Bank is not acting as an advisor to you and does not owe you any fiduciary duty pursuant to Section 15B of the Act or otherwise with respect to any such Account(s), information, communication, transaction or potential transaction.

You should discuss any information or material provided to you by the Money Center in connection with trading, investing or other activity in the Account(s) with any and all of your internal or external advisors and experts that you deem appropriate before acting on any such information or material.

Investment products are:

- Not a bank deposit - Not FDIC Insured - Not guaranteed by the bank - May lose value - Not insured by any federal government agency

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Account Reconciliation Standard Issue Input Specifications for Mainframe Data Transmission/FTP – 145 Characters – Legacy

Please use the standard layout format listed below to produce issue data for transmission to U.S. Bank for your Full Account Reconciliation and Positive Pay services. The file you create should follow the specifications listed below:

- Each record will contain **145 characters**.
- Text (Space Delimited) File.
- The decimal is implied.
- Each file may contain multiple accounts.
- You will need to create a total record for each account (after the detail records).

Detail Record¹

Field/Column	Position	Length/Column Width	Contents	Description
1/A	01-02	2	'01'	Record Code
2/B	03-14	12	Numeric	Account Number ²
3/C	15-24	10	Numeric	Serial/Check Number ²
4/D	25-36	12	\$\$\$\$\$\$\$\$\$¢¢	Amount ²
5/E	37-44	8	MMDDYYYY	Issue Date ²
6/F	45-45	1	Alpha/Numeric	Blank or "V" for Void
7/G	46-85	40	Alpha/Numeric	First Payee Name
8/H	86-125	40	Alpha/Numeric	Second Payee Name
9/I	126-145	20	Blank	Filler

Total Record³

Field/Column	Position	Length/Column Width	Contents	Description
1/A	01-02	2	'02'	Record Code
2/B	03-14	12	Numeric	Account Number ²
3/C	15-24	10	Numeric	Total Detail Records ²
4/D	25-36	12	\$\$\$\$\$\$\$\$\$¢¢	Total Amount ²
5/E-I	37-145	109	Blank	Filler ⁴

¹The Detail Record contains all of the issue data information.

²These fields/columns are right-justified and should be zero-filled. File will still process if not zero-filled.

³The Total Record is a summary of the information in the Detail Record. It is a count of items and a total dollar amount.

⁴Each record cannot exceed 145 characters, including the line feed/carriage return. Line feed/carriage return should be set at position 145.

For questions, call the ARP Installation Group at 800.306.1039 option 4, between the hours of 8 a.m. and 4 p.m. CT, Monday through Friday.

For transmission connectivity issues or questions, please contact DDS Questionnaire Hotline at 651.962.1925.

Input File Limits: ARP processing limitations currently include a limit of 50 files per Dataset Name (DSN) per hour with a maximum of 99 files per day. The total record count of all files received for a DSN cannot exceed 500,000 records per hour. If we receive files over the limit it **may** cause loss of data and downstream impacts to your ARP and Positive Pay services along with impacts to your payees and their ability to cash checks.

Deposit products offered by U.S. Bank National Association. Member FDIC. ©2022 U.S. Bank. Revised 3/23/22.

Good people.
Great experience.
Payments power.

Financial Proposal for a
CAL-Card Program



PRESENTED TO
City of Roseville
Nick Rosas
Accounting Manager

SUBMITTED BY
Leslie Massey
Vice President

August 25, 2022
RFP # 10-026

Financial proposal

U.S. Bank proposes that City of Roseville (the City) participate in the NASPO ValuePoint program, a competitively bid and awarded consortium program for commercial card services available to political subdivisions in the State of California. This program has an established footing among many States and their political subdivisions and allows for participation by those entities that assume all responsibility and liability for their performance under the terms and conditions of the program. Each entity must be credit-qualified on its own and must sign a document developed by U.S. Bank for participation. The NASPO ValuePoint program offers the following incentives based on the projections provided by the City. If these projections are inaccurate, we reserve the right to revisit this offer.

We offer the City the CAL-Card program, which is a U.S. Bank Purchasing Card and Virtual Pay program offered in California through the NASPO ValuePoint public-funded agencies. The combined spend volume of the entire NASPO consortium results in significant financial benefits for all members.

The program allows the City to take advantage of a contract that has already been negotiated, saving valuable time for efficient implementation and training. The CAL-Card program offers a simplified quarterly rebate program and superior customer service. the City will also have a reliable financial partner in U.S. Bank—stable and strong in any economic environment.



Aspects of the program include:

Billing options

We offer central or decentralized billing options. You may elect for each department to receive a managing account statement with charges for its department charges, or a central account with combined billing of all charges for all accounts across the City. We allow our commercial card clients to choose between monthly or biweekly billing cycles and provide multiple statement delivery options to integrate with your data management needs.

Billing cycles

We offer 19 cycle dates, from the 6th through the 25th day of each month (exclusive of the 19th of each month). If the billing cycle date chosen falls on a Saturday, Sunday or holiday, the data is cycled at the end of the next business day.

Payment terms

Payment is due within 45 days of the statement date.

We offer a full spectrum of automated remittance options to take the burden out of the payment process. We recommend electronic payment (central pay system) and payment-in-full policies, offering you the greatest efficiency and simplicity. The type of payment may be split within the City.

Additional incentive and pricing provisions

The following provisions apply separately to each program in which organizations participate:

- Incentives are paid less credit losses, such as write offs. Fraud losses are absorbed by U.S. Bank.
- Incentives are to be paid quarterly.

Please refer to the **Local Agency Subscription Agreement** attached to this proposal for additional information regarding the participation of the City in the State of California, Department of General Services Participation Addendum.

Components for calculation

Our pricing proposal uses two components to calculate incentives:

- **Quarterly Sales Volume Incentive**—A volume incentive based on the City's quarterly spend.
- **Quarterly Speed of Payment Incentive**—A client held day¹ incentive based on the City's payment performance.

Volume incentive

The volume incentive is determined by the table below.

Standard Volume Incentive

Percentage
1.3500%

Client Held Days Payment Performance must be 45 or less

Credit Losses deducted from Rebate

Fraud Losses absorbed by U.S. Bank

Rebate payment: Quarterly

¹ Client held days are the number of days from the day U.S. Bank funds a charge transaction to the day payment for that transaction is posted, inclusive of the beginning and ending days, minus 15.

Prompt payment incentive

The prompt payment incentive is determined by the table below.

Prompt Payment Incentive

Client Held Days Payment Performance	Percentage	Client Held Days Payment Performance	Percentage	Client Held Days Payment Performance	Percentage
45	0.0000%	29	0.1600%	14	0.3100%
44	0.0100%	28	0.1700%	13	0.3200%
43	0.0200%	27	0.1800%	12	0.3300%
42	0.0300%	26	0.1900%	11	0.3400%
41	0.0400%	25	0.2000%	10	0.3500%
40	0.0500%	24	0.2100%	9	0.3600%
39	0.0600%	23	0.2200%	8	0.3700%
38	0.0700%	22	0.2300%	7	0.3800%
37	0.0800%	21	0.2400%	6	0.3900%
36	0.0900%	20	0.2500%	5	0.4000%
35	0.1000%	19	0.2600%	4	0.4100%
34	0.1100%	18	0.2700%	3	0.4200%
33	0.1200%	17	0.2800%	2	0.4300%
32	0.1300%	16	0.2900%	1	0.4400%
31	0.1400%	15	0.3000%	0	0.4500%
30	0.1500%				

Discount interchange programs

Current discount interchange includes large ticket transactions, merchant-specific negotiated rates with the card branded associations, transactions made in a foreign jurisdiction and merchant discounts for providing Level III data. We offer the City the following incentive on your discount interchange transactions:

Non-Standard Volume Incentive

Percentage
1.3500%

Client Held Days Payment Performance must be 45 or less

Credit Losses deducted from Rebate

Fraud Losses absorbed by U.S. Bank

Rebate payment: Quarterly

Prompt Payment Incentive

Client Held Days Payment Performance	Percentage	Client Held Days Payment Performance	Percentage	Client Held Days Payment Performance	Percentage
45	0.0000%	29	0.1600%	14	0.3100%
44	0.0100%	28	0.1700%	13	0.3200%
43	0.0200%	27	0.1800%	12	0.3300%
42	0.0300%	26	0.1900%	11	0.3400%
41	0.0400%	25	0.2000%	10	0.3500%
40	0.0500%	24	0.2100%	9	0.3600%
39	0.0600%	23	0.2200%	8	0.3700%
38	0.0700%	22	0.2300%	7	0.3800%
37	0.0800%	21	0.2400%	6	0.3900%
36	0.0900%	20	0.2500%	5	0.4000%
35	0.1000%	19	0.2600%	4	0.4100%
34	0.1100%	18	0.2700%	3	0.4200%
33	0.1200%	17	0.2800%	2	0.4300%
32	0.1300%	16	0.2900%	1	0.4400%
31	0.1400%	15	0.3000%	0	0.4500%
30	0.1500%				

Proposed fees

Below are our proposed fees for the City's program:

Purchasing Card and Virtual Pay	
Feature	Fee
Annual Card Fee	No Fee
Non-Sufficient Funds Fee	\$15.00 per occurrence
Cash Advance	2% (\$2.00 minimum)
Logo Embossing Fee; a two-week delay may occur with card issuance and implementation	No Fee
Delinquency Fee: ▪ Not Paid by Due Date on entire past due amount ▪ Not Paid by each subsequent Billing Cycle on the entire past due amount ▪ Minimum Late Fee	▪ 1% ▪ 2.5% ▪ \$2.00
Travel Accident Insurance Fee. Common Carrier Travel Accident Insurance for Corporate Travel and/or One Cards is provided at no charge with a benefit amount of two hundred fifty thousand U.S. Dollars (\$250,000.00). Entity and/or Participant must notify U.S. Bank of the use of Central Billing Accounts for booking of travel to ensure appropriate insurance coverage is in place.	No Fee
Foreign Transaction Fee, all Products. Fee applies to transactions taking place outside the United States not in U.S. dollars. U.S. Bank reserves the right to raise fee with sixty (60) days prior written notice to Entity.	1%

Confidentiality; Disclosures

U.S. Bank appreciates the opportunity to review the Request for Proposal (RFP) for City of Roseville's purchasing card and Virtual Pay program. We have attached a copy of the NASPO ValuePoint Agreement for your review and consideration. Please note that the agreement offers the following benefits:

- It is specifically tailored for the financial services and solutions offered in this proposal.
- It contains terms and conditions designed to promote compliance with federal and state laws and regulations such as the USA PATRIOT Act, FCRA, BSA/AML, etc.
- It provides U.S. Bank with the ability to offer more favorable economic incentives due to efficiencies gained in the contracting process and the administration of the program.

If the RFP results in a contract award to U.S. Bank, we propose that the NASPO ValuePoint Agreement govern this relationship. Accordingly, please note that we do not agree to be bound by any of the terms and conditions contained in the RFP unless and until such terms are incorporated into a final written agreement between the parties. This proposal represents the basis for a proposed business relationship and is not a contract for services. The incentive and fees provided in this proposal are predicated on the State of California's ongoing participation in the NASPO ValuePoint Agreement led by the State of Washington. Please note that the current NASPO ValuePoint Agreement is effective January 1, 2021 through December 31, 2025. All pricing elements, including incentives, are subject to final credit approval by U.S. Bank, and are subject to change if credit is conditional upon collateral pledge, pre-payment or guarantor.

The documents provided in this proposal contain proprietary and confidential information of U.S. Bancorp and its affiliates and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.

U.S. Bancorp, its affiliates and subsidiaries retain ownership of the information contained in these documents. Any disclosure, publication or dissemination of the information by the recipient is prohibited without the prior written consent of U.S. Bank. If this proposal is subject to disclosure under a Freedom of Information Act, Sunshine Act or other applicable law, we request that these documents be afforded protection from disclosure to the maximum extent permissible under law as proprietary and confidential information.

Finally, please note that U.S. Bank National Association offers commercial card payment products in its own name and on behalf of its correspondent bank partners under the assumed name of Elan Financial Services (Elan). Please be advised that Elan, at the request of one or more of its partner banks, may submit separate responses to the RFP.

Exhibit “C”



Master Services Agreement

Customer Tax Identification Number:

I, , HEREBY CERTIFY that I am of ("Customer"),

I further certify that I have full power and lawful authority to execute this Master Services Agreement ("MSA") on behalf of Customer. I further certify that Customer has taken all action required by its resolutions and other organizational documents, records or agreements to authorize the individuals listed below to act on behalf of Customer in all transactions contemplated under this MSA. Customer shall not be bound by the terms and conditions for those specific services described, to the extent Customer elects not to use such service(s). Customer hereby agrees as follows:

DEPOSIT ACCOUNTS:

1. U.S. Bank National Association ("Bank") is hereby designated as Customer's banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer's accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.
2. Any one (1) of the persons whose names and signatures appear in Appendix A (individually, an "Account Signer") are hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and are also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.
3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.
4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

TREASURY MANAGEMENT SERVICES:

5. Bank's treasury management services ("Treasury Management Service(s)") are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the "Services Agreement"). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services.
6. Any one (1) of the persons whose names and signatures appear in Appendix B (individually, a "Treasury Management Signer") are empowered in the name of and on behalf of the Customer to enter into all Treasury Management Services transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.

Master Services Agreement

MONEY CENTER AND SAFEKEEPING SERVICES:

7. Any one (1) of the persons referenced in Appendix M (individually, a "Money Center Signer") are each authorized and empowered in the name of and on behalf of the Customer to transact any and all depository and investment business through the Bank's Money Center division (the "Money Center") and any securities custodial business through the Bank's Safekeeping Department (the "Safekeeping Department"), which such person may at any time deem to be advisable, including, without limiting the generality of the foregoing, selecting any services that may from time to time be offered by the Money Center or the Safekeeping Department (collectively referred to herein as "Money Center Services" and "Safekeeping Services", respectively), appointing additional Money Center Signers or agents to act on behalf of Customer with respect to Money Center Services and Safekeeping Services, signing additional documentation necessary to implement the Money Center Services and Safekeeping Services and giving Bank instructions with regard to any Money Center Service and Safekeeping Service. Customer has received and reviewed the Services Agreement and may use one or more of the Money Center Services or Safekeeping Services from time to time. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Money Center Services or Safekeeping Services. In those cases, the required documentation shall be signed by a Money Center Signer. Customer further acknowledges and agrees that Bank may take any action with respect to any Money Center Services or Safekeeping Services requested by a Money Center Signer based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that Bank believes in good faith to have been received from a Money Center Signer. Any one of the Money Center Signers is also authorized to execute any documentation that Bank may require to add or delete Money Center Signers.

FOREIGN EXCHANGE:

8. Bank is authorized by Customer to enter into foreign exchange transactions. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the foreign exchange services provided by Bank. Customer agrees to provide Bank with a copy of documents requested by Bank.

FOREIGN CURRENCY ACCOUNTS:

9. Bank is hereby designated as Customer's banking depository for one or more Foreign Currency Account(s) (the "Foreign Account(s)"). Any one (1) of the persons whose names and signatures appear in Appendix C (individually, a "Foreign Currency Account Signer") are hereby authorized to open, add, modify, or close any Foreign Account(s) in the name of Customer or its subsidiaries or affiliates and to make, on behalf of Customer, orders for payment or transfer of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. Customer hereby expressly authorizes and directs Bank to accept written and oral instructions any payment orders, by telephone or otherwise, consistent with the Services Agreement. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the Foreign Accounts. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Foreign Currency Account Signers.

OTHER SERVICES:

10. A Contract Signer is authorized and empowered on behalf of Customer to transact any and all other depository and investment business with and through Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to Bank any and all contracts and other writings which such person may deem to be necessary or desirable.

GENERAL:

11. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.
12. Any and all transactions by or in behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.
13. Customer agrees to furnish Bank with the names and signatures (either actual or any form or forms of facsimile or mechanical signatures adopted by the person authorized to sign) of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.

Each of the undersigned (individually and collectively, the "Contract Signers") certifies that, based on his or her review of Customer's books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, and that such persons have full power and authority to exercise the same.

Each of the Contract Signers further certifies that he or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates, or if applicable, as an agent for another entity who has entered into an agreement with Customer authorizing Customer to act on such entity's behalf.

Master Services Agreement

Each of the Contract Signers further certifies that the Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names, and the signatures appearing opposite their names are the authentic, official signatures of the said signer.

Customer agrees that document electronic signatures or signatures that are transmitted by facsimile or other electronic means shall be binding as of the date signed and to the same extent as original signatures. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purpose of state law, federal or state rules of evidence, and similar statutes and regulations

The MSA shall be effective as of the last date of the undersigned Contract Signers:

Signature:	_____	Signature:	_____
Print name:	_____	Print name:	_____
Print title:	_____	Print title:	_____
Email address:	_____	Email address:	_____
Date:	_____	Date:	_____
Signature:	_____	Signature:	_____
Print name:	_____	Print name:	_____
Print title:	_____	Print title:	_____
Email address:	_____	Email address:	_____
Date:	_____	Date:	_____
Signature:	_____	Signature:	_____
Print name:	_____	Print name:	_____
Print title:	_____	Print title:	_____
Email address:	_____	Email address:	_____
Date:	_____	Date:	_____
Signature:	_____	Signature:	_____
Print name:	_____	Print name:	_____
Print title:	_____	Print title:	_____
Email address:	_____	Email address:	_____
Date:	_____	Date:	_____

For Internal Use Only:			
Review _____	Validation Method _____	TL Review _____	Imaged _____

Exhibit “D”

Your Deposit Account Agreement

&

General Terms & Conditions

Electronic Transfers

Funds Availability

Effective May 10, 2021



Member FDIC

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TERMS APPLICABLE TO ALL ACCOUNTS

THIS IS AN AGREEMENT

Welcome to U.S. Bank and thank you for opening an account with us. This Agreement provides the general rules that apply to the account(s) you have with U.S. Bank (“us”) described herein. Additional rules will be provided in:

- 1. disclosures we give you when you open your account for example our *Consumer Pricing Information and Business Pricing Information* disclosure(s) and other fee disclosures (Both can be obtained by stopping in a U.S. Bank branch or for the *Consumer Pricing Information* only, call 800.872.2657 to request a copy);
- 2. disclosures that are applicable to additional products and services (for example the *Digital Services Agreement*);
- 3. periodic statements;
- 4. user guides;
- 5. *Consumer Privacy Pledge* brochure;
- 6. any appropriate means such as direct mail and notices on or with your statement, including any statements or notices delivered electronically; and
- 7. disclosures we give you about ATM and Debit Card Overdraft Coverage (applicable to certain consumer accounts, refer to the **Insufficient Funds and Overdrafts** section on page 14 for details).

These things, together, are an agreement between you and U.S. Bank.

Please read this carefully and retain it for future reference. This brochure is revised periodically, so it may include changes from earlier versions.

By providing a written or electronic signature on a signature card or other agreement or contract, opening, or continuing to hold an account with us, you agree to the most recent version of this Agreement, which is available to you at your local U.S. Bank branch, at www.usbank.com, or by calling U.S. Bank 24-Hour Banking at a number listed on the last page of this booklet.

This Agreement represents the sole and exclusive agreement between you and us regarding the subject matter described herein and supersedes all previous and contemporaneous oral agreements and understandings. If any terms of your signature card, resolution, or certificate of authority are inconsistent with the terms of this Agreement, the terms of this Agreement will control. Any other variations to this Agreement must be acknowledged by us in writing.

If you have any questions, please call us. Our most commonly used phone numbers are printed on the back of this booklet.

DEFINITIONS

The following definitions apply in this Agreement except to the extent any term is separately defined for purposes of a specific section.

- The words “**we**,” “**our**,” and “**us**” mean **U.S. Bank National Association (“U.S. Bank”)**. We are a national bank. We are owned by **U.S. Bancorp**.

- **U.S. Bancorp and U.S. Bank** own or control other companies, directly and indirectly. The members of this family of companies are our “**affiliates**.” The words “**you**” and “**your**” mean each account owner and anyone else with authority to deposit, withdraw, or exercise control over an account. If there is more than one owner, then these words mean each account owner separately, and all account owners jointly.
- The term “**account**” means any savings, transaction (for example, checking, NOW Account), and time deposit (for example, certificate of deposit or CD) account or other type of account you have with us, wherever held or maintained.
- An “**owner**” is one who has the power to deal with an account in his, her or its own name. An “**agent**,” in contrast, is one whose power to withdraw from an account comes from, or is on behalf of, the owners. Authorized signers, designated corporate officers, trustees, attorneys-in-fact, and convenience signers are examples of agents.
- Entities such as corporations, limited liability companies, partnerships, estates, conservatorships, and trusts are not natural persons, and can only act through agents. In such cases, it is the “**entity**” that is the owner.
- “**Personal accounts**” are consumer accounts in the names of natural persons (individuals). They are to be distinguished from “**non-personal accounts**” which are accounts in the name of businesses, partnerships, trusts and other entities.
- An “**account cycle**” or “**statement cycle**” represents the period of time when your statement starts and ends. It’s approximately 30 days long but doesn’t necessarily align with the beginning and end of the month and won’t end on a weekend or holiday.

Except where it is clearly inappropriate, words and phrases used in this document should be interpreted so the singular includes the plural and the plural includes the singular.

CELLULAR PHONE CONTACT POLICY

By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications—including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system—from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

MONITORING AND RECORDING COMMUNICATIONS

You acknowledge and agree that we, or anyone acting on our behalf, may monitor and/or record any communication between you and us, or anyone acting on our behalf, for quality control and other purposes. You also acknowledge and agree that this monitoring or recording may be done without any further notice to you. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic mail messages, text messages, instant or live chat, or any other communications in any form.

WAIVERS AND PRECEDENTS

Our Agreement with you gives us rights and duties. If we don’t take advantage of all our rights all the time that does not mean we lose them. For example:

- If we make funds available to you for withdrawal ahead of schedule, that does not mean we have to do it again.
- If we pay a check that is more than your account balance, that does not mean we have to do it again.

APPLICABLE LAW

Unless otherwise stated herein, your account and this Agreement will be governed by federal law and, unless superseded by federal law, by the law of the state in which your account is located. If you opened your account in person, it is located in the state in which you opened it. If you opened your account online, in the U.S. Bank Mobile App or by telephone and you reside in a state in which we have a branch at that time (or reside within 50 miles of a branch), it is located in the state in which the branch is located. If you reside anywhere else, then your Account is located in Minnesota.

CUSTOMER IDENTIFICATION PROGRAM NOTICE (USA PATRIOT ACT)

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you

When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see other identifying documents like a driver’s license or documents showing your existence as a legal entity.

Existing customers

Even if you have been a customer of ours for many years, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past or we may need to update our records.

Failure to Provide Information

If, for any reason, any owner is unable to provide the information necessary to verify their identity, their account(s) may be blocked or closed, which may result in additional fees assessed to the account(s).

OWNER’S AUTHORITY

Each owner of a personal account, or an agent for a non-personal account, acting alone, has the power to perform all the transactions available to the account. For example, each owner or agent can:

- 1. make withdrawals by whatever means are available for the account;
- 2. make deposits by whatever means are allowed for the account;
- 3. obtain and release information about the account;
- 4. sign or authenticate any document in connection with the account (for example, an owner can endorse a check payable to a co-owner for deposit to a joint account);

- 5. give rights to others to access the account (for example, any owner could grant a power of attorney to have access to the account); and
- 6. close the account.

In addition, if you share ownership of an account with someone else (for example, you have a joint or multi-party account), then each of you can endorse items for deposit to the account on behalf of another owner. If there is shared ownership of an account, it is the intention of all owners that each of you has complete and separate access and withdrawal rights to all the funds in the account irrespective of who had deposited the funds in the account.

AUTHORIZED ACCESS AND POWER OF ATTORNEY

Each owner of your account is independently permitted to authorize someone else to access your account. For example, the following persons will have access to your account:

- 1. Any person listed on a signature card, resolution, or certificate of authority as being authorized to make withdrawals or transfers, by check or otherwise, from your account;
- 2. Any person that you authorize to make withdrawals or transfers from the account by whatever means the account allows (for example, pre-authorized withdrawals, wire transfers, ATM card, or debit card transactions);
- 3. Any person you give rights to act on your behalf, such as a power of attorney;
- 4. Any person to whom you make your checkbook or your checking account number available for purposes of transacting business on the account. We discourage this type of “authorization” because it is possible that we will detect such transactions and treat them as unauthorized. If you give any such person “authority,” we are not responsible whether we honor the transactions or dishonor them; and
- 5. Any person to whom you make your ATM card or debit card personal identification number (PIN) available. Although we discourage this practice, by allowing this type of “authorization,” the person to whom you make your personal identification number (PIN) available may be able to access all of your accounts held with us by using the telephone, ATM, online or other banking access channels. If you give any person such “authority,” we are not responsible for actions they take with respect to your accounts.

We will use the word “agent” to mean any person who you authorize to act on your behalf, whether by following the process we require (for example, by designating an authorized signer on a signature card), or on your own (for example, by creating a power of attorney). If you name such an agent:

- 1. we may require that you use forms we approve and require each owner to sign the form to be effective;
- 2. the powers you give to your agent, and any limitations on those powers, are between you and your agent, even if we have express written notice of those powers. You understand and agree that we have no duty or responsibility to monitor the acts of your agent or ensure that the acts of your agent

are for your benefit. For example, if you only give your agent authority to pay your bills and your agent exceeds that authority, we are not responsible for that breach of authority;

3. you agree not to hold us responsible for any loss or damage you incur as a result of us following instructions given to us by your agent;
4. the owners of the account are responsible to us for any actions of your agent, regardless of whether those actions exceed the authority given or whether the agent is appointed by all the owners or less than all the owners;
5. the agency will end if the owner dies **and** we have actual knowledge of that death, or if there is more than one owner, the agency will end after the death of the last owner and we have actual knowledge of that death and, in either case, once we’ve had reasonable opportunity to act on it;
6. the agency will end after the owner notifies us in writing to end the agency and we have had a reasonable opportunity to act on it; and
7. if you authorize any third person, such as a bookkeeping service, an employee, or agent of yours to retain possession of or prepare items, you agree to assume full responsibility for any errors or wrongdoing performed or caused by such third person or any of its agents or employees if we should pay any such item.

YOU CANNOT TRANSFER AN ACCOUNT

You may not transfer an account to someone else without our express written permission. This does not limit your right to access your account by any permissible means.

CHANGE IN AUTHORIZED SIGNERS

Any owner, including one of the owners of a joint account, may add owners or authorized signers to an account; however, we have the right to require the signature of all owners to make the change. Only under special circumstances and subject to prior approval by us may an owner remove another owner or authorized signer from an account.

No change in owners or authorized signers is effective until we have received written notice of the change and have had adequate time to approve and act on it.

ADJUSTMENTS

If we (or you, or you and us together) make an error on your account, we can fix the error without first notifying you. For example, if:

- the dollar amount of your check is paid for the incorrect amount;
- a deposit is added incorrectly;
- we apply a deposit to the wrong account;

we can fix the error without any special notice to you, though such a correction will normally appear on your statement if the error and the correction occur on different business days.

For accounts coded as Consumer and Business accounts, we may not adjust for insignificant errors unless you request it. For all other account types including Corporate and Commercial accounts, we

may not adjust for deposit errors of \$50.00 or less unless we have agreed with you to a lower adjustment amount.

RETENTION OF DOCUMENTS

You should retain your copy of deposit receipts and other documents associated with your deposit(s). Should you claim that a deposit was incorrectly credited, we may request a copy of your receipt or other documents associated with your deposits.

LIABILITY FOR CHARGES AND OVERDRAFTS

All account owner(s) are responsible to repay to us any overdraft amount **and** any overdraft fees charged to an account, no matter which owner caused it or why. That repayment is due immediately, and we will take it from your next deposit or whenever funds become available in your account. If there is more than one owner, each owner is separately, and all owners are jointly, responsible for an overdraft and any account fees. (This means we can collect the total from any owner(s), on any of the owner(s) accounts, but we won’t collect it more than once). For more information on overdrafts please refer to the section titled **Insufficient Funds and Overdrafts**.

We list the charges that you may incur on your account in separate pricing information disclosures or agreements for your account.

TRANSACTION POSTING ORDER

We reserve the right to decide the order of the items we will pay and which items will be returned (if any). Our posting order may not be the same as the order in which you conducted a transaction and could result in overdraft fees, if you do not have available funds at the time the item is paid. Generally, we post the following three transaction types after the close of each business day in the following order:

1. Deposits we receive before the daily cutoff time will be posted before any withdrawals. (Refer to our Cutoff Time and/or Funds Availability section for cutoff time description.)
2. Your non-check withdrawals will be posted in date/time order, based on the date and time associated with each transaction. A date and time (if one is available) will be assigned to each transaction based on one of the following: (1) when the transaction was preauthorized (for example a debit card or ATM transaction was approved); **or** (2) when the transaction was processed by U.S. Bank (for example an ACH, or bill pay transaction for which there is no pre-authorization). If a date and time is not available, these transactions are posted to your account after all transactions with a valid date and time or check number are complete, and posted to your account in order of amount, starting with the lowest transaction amount first (frequently referred to as low-to-high).
3. Your checks will be posted in check number order, starting with the lowest number. (For example: on Monday we may receive and post check # 107; on Tuesday we may receive check # 102 and # 105, and those would be posted on Tuesday in the order of lowest check number (e.g., # 102) posting first).

DEPOSITS

When you make a non-cash deposit to your account, we give you credit for that deposit, but that credit is provisional (temporary). If the deposit needs to be collected from another financial institution, we must be paid before the credit becomes final. After a credit is

final it may still be reversed if the funds cannot be collected. See the sections titled **Returned Deposited and Cashed Items** and **Funds Availability**. All deposit receipts are issued subject to our count and verification of the items deposited. You should retain your copy of deposit receipts and other documents associated with your deposit(s). Should you claim that a deposit was incorrectly credited, we may request a copy of your receipt or other documents associated with your deposit.

Foreign Currency: Deposits received in a foreign currency, whether by check, wire-transfer, or otherwise, must be converted to U.S. dollars prior to being deposited into your account. U.S. Bank will convert your funds at an exchange rate established by U.S. Bank on the business day when such exchange is processed. Currency exchange rates are determined in our sole discretion based on factors such as market conditions and risk, economic and business factors. The exchange rate is an all-in rate which includes our profit, fees, costs, and charges. Currency exchange rates will be applied to these deposits without notice to you. You agree to this procedure and accept our determination of the currency exchange rates.

Foreign currency conversions can take time and exchange rates fluctuate at times significantly. You acknowledge and accept all risk that may result from such fluctuations. Your transaction is a retail transaction. Retail foreign exchange conversion rates are different from the wholesale exchange rates for large transactions between two banks as may be reported in *The Wall Street Journal* or elsewhere. Exchange rates offered by other banks or shown at other sources (including online sources) may be different from our exchange rates. The exchange rate you are offered may be different from, and likely inferior to, the rate paid by U.S. Bank to acquire the underlying currency. The exchange rate may also be different from a rate offered by U.S. Bank to a different customer, at a different time, for a different transaction amount, or in a different payment channel (checks, wire-transfers, etc.).

U.S. Bank sometimes relies on other financial institutions in the conversion process. In this event, the conversion will be in accordance with the policies and procedures of that bank and the funds will be converted at the exchange rate determined by that bank. Any fees or charges assessed by that bank will be passed on to you. Your final credit will be adjusted to reflect that final exchange rate less all fees or charges.

Foreign Checks: Checks and other items drawn off a foreign financial institution, whether negotiable in a foreign currency or in U.S. dollars may require special funds collection processing by us. As a result, funds availability may be delayed. If you deposit such an item, you agree that we may delay funds availability at our discretion until we are satisfied that we have received final payment of the item.

Deposits by Mail: If you make a deposit by mail, we have to receive it and have time to record it before it becomes effective. (See our **Funds Availability** section.)

Cutoff Time: A deposit made after our daily cutoff time on a business day, or on a day we are not open for all forms of business, will be considered deposited on the next full business day. (Refer to our **Funds Availability** section for cutoff time description.) The cutoff time applies to all accounts (savings, certificate of deposits, payments, etc.), not just checking accounts.

Endorsement: If you make a deposit to an account and you fail to endorse the item, we may add an endorsement on any item and you will be responsible for the item as if you endorsed it yourself.

We can refuse to accept any item or other type of deposit, for any reason, or no reason, or impose conditions on a deposit. For example, we can treat a deposit as an “inquiry” or take an item for “collection” instead of deposit. We may also decline to accept a large cash deposit or require you to make such a deposit at a location and time of our choosing.

RETURNED DEPOSITED AND CASHED ITEMS

The funds you deposit to your account are subject to normal collection processes even after we make the funds available to you for withdrawal (i.e., the check has “cleared”). If we do not collect the funds, or we need to return the funds, your deposit will be reversed and become your responsibility. **Returned items** are charged back to your account and a Return Item Advice notice is mailed to the primary account address on file.

For example:

- The deposit amount of the check is recorded incorrectly to your account. The person who wrote the check catches the error, and reports it to their bank, who in turn reports it to us. We would reverse the incorrect portion of the deposit and correct the mistake.
- A check you deposit has a forged endorsement. The person who wrote the check notices the forgery and reports it to their bank, who reports it to us. We would reverse the deposit and collection of the check would become your responsibility.
- This also applies to checks we might cash for you that you don’t deposit. For example, if you bring a check to us and take cash back from a deposit, or we simply cash the check and if that check “bounces” (is returned to us unpaid), we can take the money from your account to reimburse us for the check and you will have to collect it through other channels.

There will be one fee posted for the sum of all Returned Deposited Item or Cashed Check fees returned within a single transaction as well as applicable overdraft fees if sufficient funds are not in your account to cover your items.

CHECK 21

Check processing is getting faster as banks begin to process checks “electronically.” We are required by law to provide the notice in the following section (**“SUBSTITUTE CHECKS AND YOUR RIGHTS”**), which explains the differences between your original check (which might not be returned) and a substitute check, and your rights in the event the substitute check causes a loss that would have been avoided if the original check was still available.

SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with “substitute checks”. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of the substitute check states: “This is a legal copy of your check. You can use it the same way you

would use the original check.” You may use the substitute check as proof of payment just like the original check.

Some or all of the checks that are returned to you from us may be substitute checks. This notice describes your rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks, photocopies of original checks, or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest, if your account earns interest) within ten business days after we received your claim and the remainder of your refund (plus interest, if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please call U.S. Bank 24-Hour Banking (see last page for phone numbers) or write to us at **U.S. Bank, 60 Livingston Ave, EP-MN-WS5D, St. Paul, MN 55107**. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extenuating circumstances.

Your claim must include:

- 1. a description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- 2. an estimate of the amount of your loss;
- 3. an explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- 4. a copy of the substitute check or identifying information such as the check number and the name of the person to whom you wrote the check.

COPIES OF DOCUMENTS

We do not typically keep the original paper documents (like deposit slips) associated with your account for a long time. We image most of the documents that end up with us and destroy the paper originals. Electronic images is one type of media that is used, but as technology changes, there are and will be other imaging techniques. You agree that such images will be sufficient for all purposes.

See the section titled **CHECK 21**. To facilitate check imaging and electronic check collection, it is important that you take care with the transactions you create on paper. When completing a check, you must:

- 1. write clearly;
- 2. use black or dark blue ink in the date, pay to, amount, and signature fields; and
- 3. use only the space provided for your part of a transaction. (See the section on ENDORSEMENT STANDARDS.)

You agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check, whether due to your failure to follow these guidelines or otherwise. You also agree to reimburse us for any losses and costs we incur as a result of a poor check image caused by a deficiency in the written check that you accepted and deposited as the payee.

NIGHT DEPOSITORY

If you arrange for night depository services, you must comply with the following two rules and also comply with the rules in any separate night depository agreement.

- 1. **Use of Containers.** Each deposit placed in the depository must be contained in a sealed envelope, or in a bag or pouch that has been approved or supplied by us. Deposits are only processed to accounts held at U.S. Bank.
- 2. **Care.** You must take appropriate care when you put the container in our night depository or other facility to make sure the container is received by us.

Our responsibility for the security of the container and the drawer or facility is to use reasonable care. This means we are not automatically liable for just any loss, only for losses that result from our own negligence, only to the extent we caused a loss, and reduced by your contribution to any loss. In legal terms, we are a “bailee” until the point:

- when we open the container and inventory its contents (if that is what we are asked to do); or
- when you sign the receipt for or take custody of the container (if we do not open the container).

CHECKS

Post-Dated Checks. We are not responsible to you if we pay a check before its date, even if we have noticed that it is post-dated. If we, at our option, refuse to pay a check because it is presented before its date, you will have to pay, if applicable, the fee we charge for an overdraft. If you want to be sure we do not cash it before its date, you must stop its payment by following our rules for stop payments in the **STOP PAYMENTS** section of this Agreement and follow our procedures for revoking a stop payment request.

Stale-Dated Checks. A “stale-dated” check is one that is brought to us for payment more than six months after its date. We may pay, or refuse to pay, a check brought to us (“presented”) more than six months after its date. (The general rule is we will pay the check or may return the check for insufficient funds.) In addition, the check would be subject to an overdraft. If you do not want us to pay a stale-dated check, you must place a stop payment order on the check.

Check Legends. We are not required to honor any legends or memos you put on your checks, even if we are aware of them. By a “legend” or “memo” we mean a message, such as “not valid for more than \$50.00” or “do not pay more than ten days after date” or “paid in full”.

Check Forms. Checks are sorted and copied by high speed equipment. If you don’t buy your checks through us, you must get them approved by us or we will not be responsible if your checks do not process correctly. See the section titled **COPIES OF DOCUMENTS** for additional information on inks and related issues.

Deposits of Checks at ATMs

We reserve the right to refuse to credit your account for ATM deposits of the following items. If an item is refused the item or a substitute check may be returned via mail to the primary account address.

- 1. All the check payees are not listed on the account;
- 2. Checks payable to a business and the business name is not listed on the account. (Checks payable to a business must be deposited into an account that includes the name of the business on the associated account);
- 3. Improperly endorsed (for example, different endorser than payee);
- 4. Restrictive wording (on the deposited item);
- 5. Post-dated (greater than one day after the ATM network business day);
- 6. No date or incomplete date;
- 7. Altered in any way;
- 8. Photocopy of item;
- 9. Not signed by maker;
- 10. Traveler’s check with different counter signature;
- 11. Drawn on a foreign bank;
- 12. Missing the numeric amount and/or the written amount;
- 13. Numeric amount and written amount do not match;
- 14. No payee listed;
- 15. Federal tax refund checks not endorsed by payee or payees; and
- 16. Any other instrument which is not a check or negotiable instrument.

ENDORSEMENT STANDARDS

The payee of a check (the person to whom a check is payable) must sign (endorse) the check on the back in the space shown in the picture. If a check is transferred to someone else before it gets deposited or cashed, that person (the transferee) may also be required to sign the check.

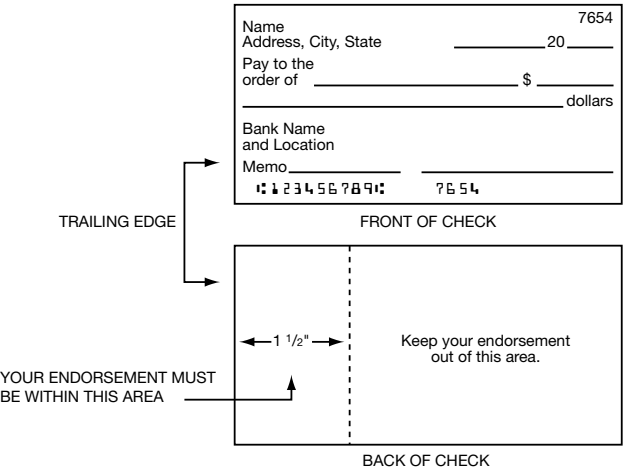
Every bank that handles a check on its way to the bank that is asked to pay it also has to identify itself on the back of the check. The space

for those banks is to the right of the space shown for the payee and other “holders” (see picture below).

When you endorse a check, you must:

- 1. clearly sign your name;
- 2. use black or dark blue ink if possible;
- 3. never use a faint color, like red, pink or any pastel, or a gel ink (these do not copy well);
- 4. sign near the top of the space provided, or just below any other signature in that space;
- 5. stay out of the area below the space for endorser (most check forms have a line separating the endorsement area); and
- 6. keep any stamp within the area set aside for handwritten signatures.

The picture on this page shows you the correct endorsement area.



Why is this important?

If your endorsement of a check, or the endorsement of someone from whom you took the check, either:

- 1. causes a delay in a necessary notice to someone else, or
- 2. prevents someone from being identified quickly enough (and therefore cannot get notice or cannot get it in time).

You will be responsible for the check and the loss that occurs because it is not paid. It will then be up to you to try and recover from someone else who might be liable.

INSUFFICIENT FUNDS AND OVERDRAFTS

“Account Balance” means the funds in your account, including deposits and withdrawals made to date. Not all your transactions will be immediately reflected. As a result, only part of this balance may be available for withdrawal.

“Available Balance” means the amount of money that can be withdrawn at a point in time. **The Available Balance will be less than the Account Balance when there are pending transactions such as:**

- Funds held from deposits: These funds have been deposited but are not yet fully available for withdrawal or transfer.

Once these funds are available, they will be reflected in the Available Balance.

- Funds held for debit card authorizations: This reflects merchant-authorized requests for payment, when the final charge has not been submitted by the merchant. Debit card authorizations will be reflected as pending transactions from the time we receive the authorization until the merchant presents the item for payment, a completion message is received, or three business days, whichever occurs first. If the debit card transaction has not been presented for payment after three business days, it will be removed from your pending transactions and your Available Balance will no longer be reduced by the authorization amount. Once the final charges have been received and processed, they will be reflected in the Available Balance.
- Any other holds on funds in your account.

Note: The Available Balance does *not* reflect every transaction you have initiated or previously authorized. Items that may not be reflected in your Available Balance include, but are not limited to:

- Outstanding checks and authorized automatic withdrawals (such as recurring debit card transactions, transfers, and ACH transactions that we have not received for payment or processing).
- The final amount of a debit card purchase. For example, we may authorize a purchase amount from a restaurant or a gas station, but the authorized amount may be different from the final charge. Once a final charge has been received and processed, it will be reflected in the Available Balance. (Please refer to “Debit Card Transactions” subsection for more information about how these situations are handled.)
- Scheduled bill payments that have not yet been processed.
- Debit card transactions that have been previously authorized but not sent to us for payment from your account where we have released the transaction authorization hold and the transaction is sent for payment from your account at a later date.

“Insufficient funds” means you do not have enough available funds in your account to pay the withdrawals you are attempting from that account.

Having insufficient funds in your account could lead to returned items, which refers to any withdrawal or transfer that we return because it exceeds your Available Balance on a given day. Examples of withdrawals that could be returned may include any checks, ACH transactions, online or mobile bill payments, or any other debit from your account where we return it because it is for more than the Available Balance you have in your account at the time the transaction is presented to your account. We reserve the right to pay an insufficient funds withdrawal and overdraw your account, which may result in an Overdraft Paid Fee, or return the insufficient funds withdrawal, which may result in an Overdraft Returned Fee. Even if we’ve paid insufficient funds items before, we are not required to do it in the future.

“Overdraft” means a transaction has caused the Available Balance on an account to become a negative number. An overdraft can happen, for example,

- by writing a check without enough money in your checking account to pay the check, and we pay the item;
- by making a withdrawal from your account that exceeds your Available Balance;
- by using your U.S. Bank Debit Card for payment without enough money in your checking account to cover the amount authorized or the amount paid to the merchant. If any debit card transaction results in a negative Available Balance at the time it is presented for payment, even if your Available Balance was positive at the time the debit card transaction was authorized, you may be charged an Overdraft Paid Fee;
- by making a deposit, withdrawing money based on the credit received from that deposit, and then having that deposit reversed because the deposited item is later returned to us unpaid;
- by withdrawing money from your account and not having enough money left to pay any related charges posted to the account;
- when funds are credited to your account in error and you use the funds, and the reversal of the credit results in an overdraft; or
- when fees such as monthly maintenance fees are charged, and you do not have sufficient funds to cover.

Our Options: You do not have the right to withdraw funds that exceed the Available Balance on your account. When an item of yours overdraws an account, we can either pay or return the item. You cannot choose which items we pay or return, except as identified in your selection of “Overdraft Handling” (as identified later).

If we get a **batch, or multiple batches**, of such items in a day (for example, checks, ATM purchase transactions, and debit card purchase transactions typically come in batches), and if one, some or all of them would overdraw the account if paid, we will post items in accordance with the **“Transaction Posting Order”** section listed within this Agreement. This may result in processing larger dollar items before smaller dollar items, even though this would have the effect of reducing your Available Balance more quickly.

Our Fees: We charge an Overdraft Returned Fee for each withdrawal (e.g., in-person, ATM, automatic payment, or other paper or electronic withdrawal transaction) we return because it exceeds your Available Balance on a given day. We charge an Overdraft Paid Fee for each item or transaction we pay that causes the Available Balance to become negative or occurs while the Available Balance is negative on the checking account. Any Overdraft Returned Fees or Overdraft Paid Fees are deducted from your account on the next business day. We may charge you an Extended Overdraft Fee if your Available Balance remains negative for eight consecutive days; the fee will be charged on that day or the next business day, as applicable. See the current pricing information disclosure for information on fees and how fees will be assessed. The Extended Overdraft Fee may be suspended during a fraud investigation or dispute. Once the investigation or dispute is resolved, an Extended Overdraft Fee may be assessed if the account remains negative. If you want to avoid the inconvenience and extra expense of overdraft fees, refer to the section titled “Overdraft Protection Plans” on page 19 for information.

There are some circumstances that can take your account into a negative balance where we will not charge a fee, for example:

- If certain fees such as your monthly maintenance fee are the only items that resulted in the negative balance.
- If the negative Available Balance is less than our threshold. See your *Consumer Pricing or Business Pricing Information* disclosure for specific information. (Both can be obtained by stopping in a U.S. Bank branch or for the *Consumer Pricing Information* only, call 800.872.2657 to request a copy.)

Your responsibilities for overdrafts: If you have an overdraft on your account, you must deposit enough money into your account to pay both the overdraft amount and the fees we charge, and you must do so immediately. If you share ownership of your account with someone else, you are responsible to us for the overdraft, whether or not you personally caused the overdraft or benefited from it.

OVERDRAFT HANDLING

Consumer Checking and Money Market Accounts:

Most U.S. Bank Consumer checking and money market accounts come with Standard Overdraft Coverage. Under Standard Overdraft Coverage we will authorize and pay overdrafts for these types of transactions at our discretion:

- Checks and other transactions using your checking account number
- Automatic bill payments
- Recurring debit card transactions, for example setting up your debit card to automatically pay a monthly gym membership. We rely on the merchant to inform us if a debit card transaction is a one-time or a recurring transaction.

If we pay these transactions into overdraft, we may charge an Overdraft Paid Fee. If we do not pay these transactions, we may charge an Overdraft Returned Fee.

In addition to Standard Overdraft Coverage, you have the following options outlined below.

ATM and Debit Card Overdraft Coverage:

Upon opening your U.S. Bank Consumer checking OR money market account, you will receive a notice advising you of your choice to say ‘Yes’ or ‘No’ to ATM and Debit Card Overdraft Coverage.

If you say ‘Yes’

If you choose to say ‘Yes’, you allow U.S. Bank to authorize and pay ATM and everyday debit card transactions (purchases made with your debit card on a day-to-day basis) that may cause the Available Balance in your account to become negative. If this happens we may charge an Overdraft Paid Fee.

If you say ‘No’

If you choose to say ‘No’, you do not allow U.S. Bank to authorize and pay ATM and everyday debit card transactions into a negative Available Balance. If we do not authorize and pay an overdraft your transaction will be declined and you will not be charged a fee.

In limited circumstances, your ATM or everyday debit card transaction may be processed, resulting in your Available Balance becoming negative. These situations may include, but are not limited to:

- A debit card transaction is processed for more than the preauthorized amount. For example, we may authorize a purchase amount from a restaurant or a gas station, but the authorized amount may differ from the final charge (Please refer to “Debit Card Transactions” subsection for more information about how these situations are handled.);
- A debit card transaction that obtained an authorization based on a sufficient Available Balance in your account, but is sent to us for payment later when your Available Balance is no longer sufficient to cover the item;

In these situations, if you have chosen ‘No’ you will not be charged an Overdraft Paid Fee.

If you wish to discuss your options or change your account election at any time, contact a local U.S. Bank branch, call U.S. Bank 24-Hour Banking or visit [usbank.com](https://www.usbank.com). Please be aware it may take up to three business days to implement your request.

Requested Return:

You may ask us to place your account in *Requested Return* status. When you select this option, you are automatically choosing to say ‘No’ to ATM and Debit Card Overdraft Coverage (refer to **If you say ‘No’** for more details). In addition, we will attempt to return items which would result in an overdraft to your account such as checks, and automatic bill pay transactions.

- Note that when you select *Requested Return, an Overdraft Returned Fee may be charged for returned items*. You may also be charged fees by the merchant or service provider.
- Please understand we will not be able to return all items. **If we pay an item, for any reason, you will be charged the applicable Overdraft Paid Fee** (with the exception of ATM and everyday debit card transactions). These situations include, but are not limited to: recurring debit card transactions when a merchant had obtained an authorization for the first instance, but did not obtain a new authorization for subsequent occurrences (for example, a monthly gym membership); or other transactions/adjustments that may be processed in accordance with our Transaction Posting Order resulting in an insufficient Available Balance (Refer to **“Transaction Posting Order”** section listed within this Agreement). We rely on the merchant to inform us if a debit card transaction is a one-time or a recurring transaction.

If you wish to select *Requested Return*, contact a local U.S. Bank branch or call U.S. Bank 24-Hour Banking (see last page for phone numbers). Please be aware it may take up to three business days to implement your request.

Business Options for Checking and Money Market Accounts

For Business Checking and Business Money Market accounts, we will authorize and pay overdrafts for all types of transactions at our discretion. If we pay these transactions into overdraft, we may charge an Overdraft Paid Fee. If we do not pay these transactions, we may charge an Overdraft Returned Fee.

Requested Return

You may ask us to place your account in *Requested Return* status. When choosing this option, we will attempt to return and/or decline items which would result in an overdraft to your account.

- Note that when you select *Requested Return*, an **Overdraft Returned Fee may be charged for returned items**. You may also be charged fees by the merchant or service provider.
- Please understand we will not be able to return all items. **If we pay an item, for any reason, you may be charged an Overdraft Paid Fee.**

If you wish to request *Requested Return*, contact a local U.S. Bank branch or call U.S. Bank 24-Hour Banking (see last page for phone numbers). Please be aware it may take up to three business days to implement your request.

Other sections: While many other sections of this Agreement relate to these issues, these sections are particularly appropriate:

- Setoff (page 45)
- Security Interest in Accounts (page 46)
- Funds Availability: Your Ability to Withdraw Funds - All Accounts (page 49)
- Electronic Banking Agreement for Consumer Customers (page 55)
- Limits on Transfers (page 58)
- Electronic Banking Agreement for Business Customers (page 65)

OVERDRAFT PROTECTION PLANS

Consumer Overdraft Protection

U.S. Bank offers Overdraft Protection Plans to help you avoid the inconvenience of having a check returned, and/or a debit card purchase rejected, resulting in the expense of overdraft fees. These Overdraft Protection Plans allow an eligible account to be linked to a U.S. Bank Personal Checking Account(s) (“checking account(s)”) to cover overdraft situations when the Available Balance is insufficient to cover checks presented for payment **and/or** Available Balance has been reduced due to pending authorized debit card transactions, as specified in subsection “Debit Card Transactions”.

U.S. Bank lets you choose which eligible accounts are linked to your checking account for Overdraft Protection, and the order in which those accounts are accessed to transfer funds to your checking account. Some eligible accounts (e.g. depository accounts) do not have Overdraft Protection Transfer fees, and if you have deposit and credit accounts linked for Overdraft Protection, the first Overdraft Protection Account determines whether a fee is charged (if any).

You can choose to link up to three eligible U.S. Bank accounts to your personal checking account for Overdraft Protection. Owner(s) who are signers on the checking account must also be signers on the account(s) linked for Overdraft Protection.

Eligible accounts include:

- U.S. Bank Savings Account or Money Market Account
- U.S. Bank Reserve Line of Credit
- U.S. Bank Credit Card
- A secondary U.S. Bank Personal Checking Account
- U.S. Bank Personal Line of Credit
- U.S. Bank Home Equity Line of Credit
- Other U.S. Bank Lines of Credit

If you have linked eligible accounts, and the Available Balance in your checking account is or would be overdrawn by \$5.01 or more, the advance amount will transfer in multiples of \$50.00 and an Overdraft Protection Transfer Fee may be charged (fee waived

for transfers from a depository account). If, however, the Available Balance is or would be overdrawn by \$5.00 or less, the amount advanced will be \$5.00 **and** the Overdraft Protection Transfer Fee will be waived.

If the negative Available Balance in your checking account is caused by monthly fees, such as a maintenance fee or statement/image fee only, overdraft protection will not advance. (For example, the account is overdrawn due to a Monthly Maintenance Fee, overdraft protection will not advance. If additional transactions post, overdraft protection will advance to cover the negative Available Balance amount and an Overdraft Protection Transfer Fee may be charged.) If the account linked for Overdraft Protection does not have enough funds to cover the overdrawn amount, the current Available Balance will still be transferred to reduce the overdrawn amount.

If there is more than one account linked for Overdraft Protection and the Available Balance of the first linked account is not enough to cover the overdrawn balance, the next linked account will transfer funds in multiples of \$50.00 to cover the remaining overdrawn balance. When multiple accounts are linked as Overdraft Protection, the first account funds are transferred from determines the amount of the Overdraft Protection Transfer Fee (if any).

For each day an Overdraft Protection transfer occurs, a Bank fee will be charged to the checking account that received the transfer. (Refer to the *Consumer Pricing Information* disclosure Overdraft Protection Transfer Fee for fee amount. This disclosure can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.) While no fee will be charged to your U.S. Bank savings account or secondary checking account, U.S. Bank Reserve Line of Credit, U.S. Bank Credit Card, U.S. Bank Personal Line of Credit, or U.S. Bank Home Equity Line of Credit, for any automated advance to cover an overdraft to your associated deposit account, you will incur an interest charge according to the terms of your agreement governing your credit account. Advances on a U.S. Bank Credit Card Overdraft Protection Plan account are subject to the standard cash advance interest rate, as well as the current cash advance fee. Please refer to your U.S. Bank Reserve Line of Credit, U.S. Bank Credit Card, U.S. Bank Personal Line of Credit or U.S. Bank Home Equity Line of Credit for information regarding interest charges.

When the Bank accesses funds from an eligible line of credit or credit card, these types of transfers may be subject to additional charges such as annual fees. In addition, you may be subject to interest that will accrue on the amounts advanced in accordance with your line of credit or cardmember agreement.

Business Banking Overdraft Protection

U.S. Bank offers Overdraft Protection Plans to help you avoid the inconvenience of having a check returned, and/or a debit card purchase rejected, resulting in the expense of overdraft fees. These Overdraft Protection Plans allow an eligible account to be linked to a U.S. Bank Business Checking Account(s) (“checking account(s)”) to cover overdraft situations when the Available Balance is insufficient to cover checks presented for payment and/or Available Balance has been reduced due to pending authorized debit card transactions, as specified in subsection “Debit Card Transactions”.

U.S. Bank lets you choose which eligible accounts are linked to your checking account for overdraft protection. Only one deposit product

and one credit product may link to a business checking account. If the checking account has both a credit product and a deposit product linked as overdraft protection, the system will always advance first from the credit product. Funds only draw from the deposit product if the credit product has insufficient available funds.

The name of the business on the business checking account must match the name of the business on the business credit overdraft protection plan account. The name(s) of the account signer(s) on the business checking account may also be required to match the account signer(s) on the business Overdraft Protection Plan account.

Eligible accounts include:

- U.S. Bank Business Savings or Money Market Account
- A secondary U.S. Bank Business Checking Account
- U.S. Bank Business Reserve Line of Credit
- U.S. Bank Business Credit Cards
- U.S. Bank Cash Flow Manager or Advantage Line
- If you have a U.S. Bank Business Savings, Business Money Market account, or secondary U.S. Bank Business Checking account linked as Overdraft Protection, any automatic advances will be in \$200.00 increments made to cover the overdraft. Automated transfers from a U.S. Bank deposit account are not assessed Overdraft Protection Transfer Fees.

If you have a U.S. Bank Business Reserve Line of Credit linked as overdraft protection, any automatic advances will be in \$200.00 increments made to cover the overdraft. Please refer to your U.S. Bank Business Reserve Line Agreement for information regarding interest charges.

U.S. Bank Business Credit Card linked as overdraft protection, any automatic advances will be in \$25.00 increments made to cover the overdraft. Advances on a U.S. Bank Business Credit Card Overdraft Protection Plan account are subject to the standard cash advance interest rate, as well as the current cash advance fee.

When the Bank accesses funds from an eligible line of credit or credit card, these types of transfers may be subject to additional charges such as annual fees. In addition, you may be subject to interest that will accrue on the amounts advanced in accordance with your line of credit or Cardmember Agreement. Please refer to your Cardmember Agreement for information regarding charges and fees.

Each time an overdraft protection transfer from a Business Reserve Line or a U.S. Bank Business Credit Card automatically transfers funds to the checking account, an Overdraft Protection Transfer Fee (daily fee) applies. The transfer fee amount posts as a separate transaction to the checking account.

Refer to the *Business Pricing Information* brochure for current fees. This brochure can be obtained by stopping in a U.S. Bank branch.

If you have a U.S. Bank Cash Flow Manager linked as overdraft protection, any automatic advances will be in \$100.00 increments made to cover the overdraft. While no Overdraft Protection Transfer Fee is charged to the Cash Flow Manager account for any automated advance to cover an overdraft to your associated deposit account, you will incur an interest charge according to the terms of your agreement governing your credit account. Please refer to your U.S. Bank Cash Flow Manager agreement for information regarding interest charges.

If the negative Available Balance is caused by a monthly maintenance fee, service fee or statement/image fee only, overdraft protection will not advance. (For example, the account is overdrawn due to a Monthly Maintenance fee, overdraft protection will not advance. If additional transactions post, overdraft protection will advance to cover the negative Available Balance amount and an Overdraft Protection Transfer Fee may be charged.)

Business Overdraft Protection Agreements

U.S. Bank also offers certain business customers overdraft protection through separate written agreement. The terms of such agreement shall govern those Business Overdraft Protection Plans.

REFUSING PAYMENT ON YOUR CHECKS

You must fill in an amount (in words and numbers) correctly and clearly, and sign your name on checks you write. You should fill in the date and name a payee on your checks. If you don’t name a payee, anyone can cash the check. If you fail to follow these rules, we may refuse to honor your checks.

When a check you write is presented to us by another bank for payment, we will generally accept the endorsements on the check, because if an endorsement is missing or forged, we have rights against the other bank that protect us. When a check of yours comes to us *other than through another bank*, we might not cash it if we are not comfortable with the endorsements on it or the identity of the person who presents it. This is especially true with an endorsement in the name of a business entity.

We may require anyone who presents a check for payment in person (other than an account owner presenting a check on his or her own account) to:

- pay a fee to cash the check if applicable; and
- give a fingerprint or thumbprint, and identification, as a condition of cashing a check.

If the presenter of the check refuses to comply with these requirements, or complies but later asserts that these requirements infringed on their legal rights, you understand and agree that imposing these requirements will not be considered a “wrongful dishonor” of your checks.

FUNDS TRANSFERS

Unless we have entered into a specific written agreement with you that provides otherwise, payment orders you give to us for the transfer of funds out of the account by wire transfer or otherwise, and payment orders we receive for the transfer of funds into the account, will be governed by this paragraph. In addition, your rights and obligations with respect to a payment order, and our rights and obligations, will be governed by (a) any separate written agreement with us; then (b) this section; and then, to the extent not specified in a separate written agreement or this Agreement; (c) by Article 4A of the Uniform Commercial Code (“UCC4A”) as enacted in the state in which you have your account with us.

We reserve the right to refuse to accept any payment order. Payment orders are accepted when they are executed by us. We may process any payment order request (as well as any amendment or cancellation request concerning a payment order) that we believe is transmitted or authorized by you if we act in compliance with a security procedure

agreed upon by you and us. Such payment orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such orders, even though they are not transmitted or authorized by you. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of a payment order (among other ways) by placing a telephone call to you. If we cannot reach you, or if the payment order is not confirmed or approved in the manner we require, we may refuse to execute the payment order.

YOU AGREE THAT IF A PAYMENT ORDER OR CANCELLATION THEREOF IDENTIFIES THE BENEFICIARY BY BOTH NAME AND AN IDENTIFYING NUMBER, AND THE NAME AND NUMBER IDENTIFY DIFFERENT PERSONS OR ACCOUNT HOLDERS, EXECUTION AND PAYMENT TO THE BENEFICIARY OR CANCELLATION MAY BE MADE SOLELY ON THE BASIS OF THE IDENTIFYING NUMBER. YOU ALSO AGREE THAT IF A PAYMENT ORDER IDENTIFIES AN INTERMEDIARY BANK OR THE BENEFICIARY’S BANK BY BOTH NAME AND AN IDENTIFYING NUMBER AND THE NAME AND NUMBER IDENTIFY DIFFERENT PERSONS, EXECUTION OF THE PAYMENT ORDER BY ANY BANK MAY BE MADE SOLELY ON THE BASIS OF THE IDENTIFYING NUMBER.

If we receive a funds transfer into any account you have with us, we are not required to give you any notice of the receipt of the funds transfer. The funds transfer will appear on your next periodic statement. To confirm the completion of funds transfers, please contact us through U.S. Bank 24-Hour Banking (see last page for phone numbers), usbank.com or the U.S. Bank Mobile App. Prior to the acceptance of an outgoing payment order, the outgoing payment order may be cancelled, but may not be amended or modified, if the beneficiary’s bank is located within the United States of America and the outgoing payment order is to be paid in U.S. dollars. Other outgoing payment orders may not be cancelled, amended or modified. We must receive your cancellation in a reasonable time prior to the time we execute the outgoing payment order. Payment orders sent by Fedwire will be subject to the Federal Reserve’s Regulation J, and payment orders sent via other payment systems will be subject to the rules of those systems. You agree that we may record all telephone conversations and data transmissions received from, made for or made on behalf of you pursuant to or in connection with a payment order.

YOU AGREE THAT IF A PAYMENT ORDER, OR ANY CANCELLATION OR AUTHORIZATION RELATING THERETO, BUT FOR THE APPLICABILITY OF THE ELECTRONIC FUND TRANSFERS ACT OF 1978 (AS IN EFFECT FROM TIME TO TIME), CONSTITUTES A PORTION OF A FUNDS TRANSFER AS DEFINED IN UCC4A, ALL ACTIONS AND DISPUTES CONCERNING SUCH PAYMENT ORDER, CANCELLATION OR AUTHORIZATION SHALL BE DETERMINED PURSUANT TO UCC4A AND THIS AGREEMENT TO THE FULL EXTENT PERMITTED BY LAW. If an outgoing payment order in a foreign currency cannot be completed, the exchange rate that will apply to any refund due you will be the exchange rate in effect at the time on the day the refund is made. Additional fees may be deducted from a payment order amount by other banks involved in the funds transfer process.

We may route payment at our own discretion for each outgoing wire transfer. A wire transfer is irrevocable once payment has been transmitted to the beneficiary’s bank. At your request, we may request that the beneficiary’s bank return funds previously transferred. However, you acknowledge that the beneficiary’s bank is under no obligation to comply with this request.

WITHDRAWAL RIGHTS, OWNERSHIP OF ACCOUNT, AND BENEFICIARY DESIGNATION

The following rules govern the ownership and withdrawal rights of deposit accounts with the various titles given to them.

There are two primary issues that these rules control. The first is “withdrawal rights” and the second is “ownership.”

By “withdrawal rights” we mean who has access to the funds in the account for all purposes. These withdrawal rights will control, for example, whose instructions we must follow, whose checks we must pay, and whose withdrawal requests we must honor. These withdrawal rights do not control who actually owns the funds, as between multiple parties to an account.

By “ownership” we generally mean who owns the funds in the account. In particular, by selecting a particular ownership, you are expressing your intention of how and to whom your interest in the funds in the account should pass in the event of your death.

If you create a type of account, you retain the right to change or close the account to the extent of the withdrawal rights you retain in your own name.

We make no representations as to the appropriateness or effectiveness of any particular ownership or beneficiary designations. Our only responsibility is to permit access to the account as provided by the withdrawal rights. You must consult with your own attorney or financial advisor as to whether and how to effect any change in actual ownership of funds in the account.

Individual Account. This is an account in the name of one person. Such an account is also referred to as a “single ownership” account.

Withdrawal Rights. The holder of such an account is the only person who has the right to withdraw from the account, unless we permit the holder to designate an agent or attorney-in-fact to the account.

Ownership. The holder of such an account is presumed to be the owner. Holding such an account, by itself, creates no additional ownership rights nor survivorship rights (nor does such type of ownership create or extinguish any community property rights). In almost all instances this type of account will pass, on the death of the owner, through the estate of the owner. (You must consult your own estate planner to be sure.)

Agents and “Attorneys-in-Fact.” The owner of this type of account can nominate an authorized signer or attorney-in-fact.

Joint Account - With Survivorship. If your account is opened as a joint account, we will treat it as a joint account with right of survivorship unless our account records demonstrate a different type of ownership. This is an account in the names of two or more natural persons, with the following features:

Withdrawal Rights. Each joint tenant has complete and separate access to the funds and withdrawal rights, and each authorizes the other(s) to endorse for deposit any item payable to the joint tenant. Upon the death of any joint tenant, any surviving joint tenant will have complete withdrawal rights to the balance of the account. If there is more than one surviving joint tenant, such survivors remain as joint tenants with right of survivorship with the same withdrawal rights provided in this section.

Each joint tenant reserves the right to change the ownership of the account to the extent of that owner’s withdrawal rights.

Ownership. Each joint tenant is presumed to “own” the funds in proportion to that person’s net contribution to the account. Each joint tenant intends upon his or her death that the funds owned by such person will be owned by the survivor. If there is more than one survivor, the “ownership” of the decedent’s funds will be shared equally with such survivors.

Other Titles. In some states, it is advisable to add either “not as tenancy in common” or “not as a tenancy by the entirety” or both to insure the intention described above.

Agents and “Attorneys-in-Fact.” Any joint tenant can nominate an authorized signer or attorney-in-fact who can hold all the same withdrawal and deposit rights as the authorizing owner, except the authorized signer or attorney-in-fact will not be an owner (a joint tenant).

Joint Account with Survivorship - Arizona. A Joint Account with Survivorship in Arizona has a unique feature that will change the “ownership” rights on the death of one of the joint owners if there is more than one surviving joint tenant and one of the surviving joint tenants is the surviving spouse of the deceased joint tenant.

Withdrawal Rights. This rule will not change the withdrawal rights to the account on the death of a joint tenant; it only affects the actual ownership of the account balance, which will only affect the survivors, and will not affect our responsibilities under the account.

Ownership. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which each surviving party, immediately before the deceased party’s death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

Tenancy in Common Accounts. A Tenancy in Common account is another form of joint account without the survivorship feature. A Tenancy in Common account is also in the name of two or more individual owners.

Withdrawal Rights. Each joint tenant has complete and separate access to the funds and withdrawal rights, and each authorizes the other(s) to endorse for deposit any item payable to the joint tenant. Until we receive notice of the death of any joint tenant,

any tenant in common will have complete withdrawal rights to the entire account balance.

If more than one tenant in common survives the death of another tenant in common, such survivors remain as tenants in common between them.

Each tenant in common reserves the right to change the ownership of the account to the extent of that owner’s withdrawal rights.

Ownership. Each tenant in common is presumed to “own” the funds in proportion to that person’s net contribution to the account. However, because of the extreme difficulty in determining such proportions over time, you agree that upon the death of one tenant in common, the balance in the account at the time immediately before the death of the tenant in common will be deemed to be owned in equal shares between all tenants in common. After death and our receipt of notice of such death, the decedent’s share will be set aside for the estate of the decedent, and the survivor’s share in the account balance will be at the disposal of the surviving tenant in common.

Other Titles. In some states this account is referred to as Joint Tenancy WITHOUT Right of Survivorship.

Agents and “Attorneys-in-Fact.” Any tenant in common can nominate an authorized signer or attorney-in-fact who can hold all the same withdrawal and deposit rights as the authorizing owner, except the authorized signer or attorney-in-fact will not be an owner (a tenant in common).

Marital Account (Wisconsin). This account is an account established by two persons in Wisconsin who claim to be husband and wife. This account is, for such persons, the same as the Tenancy in Common account described above.

Marital Account with P.O.D. Beneficiaries (Wisconsin). This account is, first, the same as a Wisconsin Marital Account (which is, in turn, the same as a Tenancy in Common account described above).

Withdrawal Rights. During the lives of both parties to the marriage, the withdrawal rights will be the same as for the Marital Account. The beneficiaries have no withdrawal rights until the death of one of the marriage partners.

Ownership. Upon the death of one of the spouses, the surviving spouse owns 50% of the funds on deposit, and the P.O.D. beneficiary named by the deceased party (if that beneficiary is then surviving) owns the other 50%. Each spouse can name his or her own beneficiary.

If there is more than one beneficiary who is named by a party who survives, the shares of those beneficiaries will be equal.

On the death of one of the marriage partners, the account will have to be retitled and beneficiary shares will have to be redeposited or withdrawn.

Pay-on-Death Account. This is an account where one or more persons create the account and name one or more living persons as beneficiaries. Frequently the account title is A.B. Pay-on-Death to C.D. beneficiary.

Withdrawal Rights. The person who creates this type of account retains complete withdrawal rights in such an account during his or her lifetime and for his or her own benefit. The named beneficiary has no withdrawal rights to the account during the lifetime of the creator of the account. The owner can change or close the account, and change beneficiaries at any time.

On the death of the creator of the account, the beneficiary (on proof of death of the creator and proof of the identity as the named beneficiary), can withdraw the entire account balance. If there is more than one beneficiary who is named and survives the creator, the surviving beneficiaries acquire and can withdraw an equal share with the other surviving beneficiaries, without survivorship rights between beneficiaries. If a beneficiary dies before the creator, neither the beneficiary’s estate nor heirs acquire anything on the death of the owner.

If more than one person creates such an account, then such creators have complete and separate withdrawal rights between them during their joint lives, and the survivor of them will have complete withdrawal rights upon the death of the other creator. Named beneficiaries can withdraw a share of the account balance only upon the death of the last creator and only if such beneficiaries are then alive (and upon proof of the deaths of the creators and their own identity as the named beneficiaries). In effect, if more than one person creates this type of account, with one or more beneficiaries, the account has first all the incidents of a “Joint Account with Survivorship” and only after there is but one joint tenant does the account have the incidents of a “Pay-on-Death” account.

Ownership. The creator of this type of account is presumed to own the funds during his or her lifetime and intends that ownership to pass to the beneficiary only upon his or her death and only if the named beneficiary survives him or her. If there is more than one creator, the ownership between such creators is the same as that between joint tenants with right of survivorship, with the same incidents upon the death of a joint tenant.

If there is more than one beneficiary who is named and survives the creator(s), the creators intend his, her or their ownership rights to pass to the then surviving beneficiaries in equal shares, with no survivorship rights between them.

Other Titles. This type of account has other names such as “Tentative Trust,” “Totten Trust,” “In Trust For” and “Revocable Trust.” In states where one of these trust accounts is recognized, the creators of such accounts will be referred to as a “settlor” or “grantor.” Nevertheless, all the incidents of such an account, the rights of the grantor(s) and beneficiaries are exactly the same as described for “Pay-on-Death” accounts above. Only the names have been changed.

Revocable Trust or Pay-on-Death Account (not subject to the Nonprobate Transfers Law of Missouri)

In Missouri, a Revocable Trust or Pay-on-Death account may include an appendage to its title “not subject to the Nonprobate Transfers Law of Missouri.” This appendage does not change the features of the account as described above for Pay-on-Death accounts.

Registration in Beneficiary Form - Missouri

Adding the acronym **LDPS** (which stands for lineal descendants, per stirpes) to a Revocable Trust or Pay-on-Death account in Missouri, changes the rights of beneficiaries of such accounts. LDPS designation means that if a named beneficiary of such an account dies before the account owner, then the unnamed lineal descendants of that deceased beneficiary will acquire the share of the deceased beneficiary on the death of the owner per stirpes.

UTMA (Uniform Transfers to Minors Act) Account

This is an account in the name of an adult custodian (or possibly a corporate custodian) for the benefit of a person who is a minor at the time the account is created.

Withdrawal Rights. During the minority of the child (as defined under applicable UTMA laws), the custodian has all withdrawal rights, but is required by law to exercise those rights solely for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian are for the child’s benefit.

The custodian is required to turn over the account balance when the child reaches the age of majority. The custodian authorizes us, at our discretion, to exercise the custodian’s duty to transfer funds to the child at the child’s request upon reaching the age of majority.

Ownership. The child/beneficiary is at all times the owner of the funds in the account.

UGMA (Uniform Gifts to Minors Act) Account

A few states have not adopted the Uniform Transfers to Minors Act. These few states have, for our purposes, an equivalent statute known as the Uniform Gifts to Minors Act, which has the same incidents as those described above for the UTMA account.

Fiduciary Account

A fiduciary account is an account opened by or taken over by an executor, administrator, personal representative, guardian, conservator, trustee, or other fiduciary in such capacity. Any fiduciary named as a signer on a fiduciary account shall be solely responsible for acting in accordance with the terms of the applicable laws, will, court order or trust instrument establishing and covering the fiduciary relationship, and we are not responsible for examining, or insuring compliance with the provisions of any such law or instrument.

Corporate, Partnership, Limited Liability Company and other Organizational Accounts

These are accounts opened by any business organization or association. We reserve the right to require the account holder(s) to furnish us with such resolutions, agreements or documents as we may reasonably request to evidence the authority of individuals to act on behalf of the account holder(s). We will honor such an authorization until we receive written notice of change from the governing body of the organization. It is mutually agreed that the power and authority of each person named as authorized to take action with respect to the account shall continue in full force and effect until we receive actual written notice of revocation, whether the same be brought about by dissolution of the account holder or otherwise.

PLEDGES AND SECURITY INTERESTS IN FAVOR OF OTHERS

You cannot give a security interest or pledge your account to someone other than us without first getting our express written consent. We are not required to give consent to a security interest or pledge to someone else.

Unless we agree in a separate writing otherwise a security interest or pledge to someone else must be satisfied or released before any right to withdraw from the account can be exercised, including any right that arises by surviving the death of an owner (for example, a surviving joint tenant or beneficiary of a pay-on-death account).

ACCRUAL OF INTEREST

We will begin to accrue interest on deposits drawn from other banks at the time we get credit for the deposit in the collection process, which is not necessarily the same time as the time we make funds available for withdrawal.

If your account (for example a savings account) earns a variable rate of interest, we can change that rate at any time without notice to you, except as specifically provided in writing in the account disclosure or agreement. If the interest rate for your account(s) or the index or other referenced rate upon which the interest rate for your account(s) is based, is at any time less than zero percent, you agree to pay all amounts of the negative interest or fees which we impose as compensation for the negative interest rate.

You can find out our current rates on accounts that earn interest in our branches, from U.S. Bank 24-Hour Banking, or at usbank.com. The telephone number is at the end of this booklet.

STOP PAYMENTS

Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts drawn on your account. Rules for stopping payment on other types of transfers of funds, such as consumer electronic fund transfers, are covered elsewhere in the **Electronic Banking Agreement for Consumer Customers** section.

Here is what you must do to stop a payment:

ACH Check Conversion

An ACH Check Conversion is a transaction that starts as a paper check that you give to a merchant. The merchant converts the check, using the information on the paper, to send an electronic message to a bank to immediately take the money from your account. The merchant is required to post a notice about ACH Check Conversion in a prominent and conspicuous location at the time of the transaction. You can stop payment on an ACH Check Conversion only if it has not yet been presented by the merchant.

Electronic Fund Transfers

You can stop payment of certain types of electronic transactions. Please refer to the Electronic Banking Agreement section for details.

Checks and drafts

If you want to stop payment of a check, you must stop by a U.S. Bank branch or call U.S. Bank 24-Hour Banking (see last page for phone numbers). Writing to us will take too much time and we will not

have time to act on your request before the check is paid. We will need the following information:

1. the account number the check is written on;
2. the check number;
3. the dollar amount;
4. the date; and
5. the name of the person you wanted to pay.

This information must be exact and correct. If it is not, we will not be responsible if the item is paid.

Who can stop a payment and for how long?

1. Any owner can stop payment of any check on the account whether that owner wrote the check or not (and assuming the item can still be stopped).
2. A stop payment order is effective for 24 months or longer, as determined at the time the stop payment order is placed. You must renew it prior to the expiration of the stop payment effective period or the item could get paid. We will not notify you when the stop payment effective period ends. Fees may be assessed for placing a stop payment order.
3. Only the owner who made the stop payment order can release it.
4. You must give us sufficient notice so that we have a reasonable period of time to act upon your request and verify that the item has not been paid.

Effect of a stop payment

When you stop payment of a check, you may still be obligated to the payee, and the payee may still have the right to collect on the check or the underlying transaction. If we have to defend ourselves for letting you stop payment on a check, you have to protect us by paying our expenses, including our reasonable attorney’s fees.

What if we don’t stop payment?

We cannot stop payment of a check that has already been paid.

If you ask us to stop payment of a check and we pay it anyway, we gain whatever rights the payee has against you. This means, if the check should have been paid, or the payee has the right to collect from you anyway, we can collect from you. Therefore, if we pay an item that should have been stopped, before we recredit your account, you will have to prove to us that by our payment you have suffered a loss and the cause is our failure to stop the payment.

What kinds of checks does this NOT apply to?

This section does not apply to items not drawn on your account, such as teller’s checks, official (cashier’s) checks, and accepted checks (e.g., certified checks). We have no responsibility to honor your request to stop payment of items not drawn on your account. If we agree to stop payment on these items, we may require you to provide us with additional security (for example, a bond or collateral) and you agree to indemnify us for any damages and costs we incur as a result of stopping payment of such items.

Fee

To stop a payment you must pay our fee, the amount of which is disclosed in the pricing information disclosure or agreement for your account.

DORMANT ACCOUNTS AND ESCHEAT

A **dormant account** is an account that has been inactive. Generally, subject to state law, “inactive” means there has been no deposit, withdrawal or other communication from you about the account for the period of time as follows:

- 1. after 11 months for a checking account;
- 2. after 23 months for a savings account including those that offer limited (no more than six per month) check writing options.

For security reasons, we may refuse a withdrawal or transfer from an account we internally classify as inactive if we cannot reach you in a timely fashion to confirm the transaction’s authorization.

We charge a dormant account fee, unless excluded by account type or prohibited or restricted by state law. The dollar amount and frequency is disclosed in our pricing information disclosure.

If your account has a zero balance, we reserve the right to close it. Any accounts linked as overdraft protection will be de-linked as part of the closure process. Refer to CLOSING YOUR ACCOUNT for additional information.

Escheat is the term that is used to describe the process of transferring an account balance to the state government after an account has been dormant and if our attempts to contact you fail.

The time period after which funds must escheat to the state varies from state to state. Once the funds are transferred to the state, you may be able to recover the funds from the state itself, but not from us.

As permitted by the state, we may deduct the cost of required due diligence from the balance of your account. This due diligence may include first class and certified mailings or public notices about your account’s pending escheatment, as required by state law.

SPECIAL PROVISIONS FOR THIRD-PARTY ACCOUNTS

If you have opened a deposit account on behalf of the beneficial owner(s) of the funds in the account (for example as an agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others), those beneficial owners may be eligible for “pass-through” insurance from the FDIC. This means the account could qualify for more than the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership capacity). If the account has transactional features (such as check writing capabilities or the use of debit cards), as defined in 12 C.F.R. 370.2(j), you as the account holder must be able to provide a record of the interests of the beneficial owner(s) in accordance with 12 C.F.R. 370.5(a) and with the FDIC’s requirements as specified below.

The FDIC has published a Deposit Broker’s Processing Guide that describes the process to follow and the information you will need to provide in the event U.S. Bank fails. That information can be accessed on the FDIC’s website at <https://www.fdic.gov/deposit/deposits/brokers/> In addition, the FDIC published an Addendum to the Deposit Broker’s Processing Guide, section VIII, which is a good resource to understand the FDIC’s alternative recordkeeping requirements for pass-through insurance and is accessible at the website above. The Addendum sets forth the expectations of the

FDIC for pass-through insurance coverage of any deposit accounts, including those with transactional features. The Addendum will provide information regarding the records you keep on the beneficial owners of the funds, identifying information for those owners, and the format in which to provide the records to the FDIC upon failure of U.S. Bank. You must be able to provide this information in a timely manner in order to receive payment for the insured amount of pass-through deposit insurance coverage as soon as possible. You have an opportunity to validate the capability to deliver the required information in the appropriate format so that a timely calculation of deposit insurance coverage can be made. Please contact your account representative for details on the validation process.

You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time. In the event of failure of U.S. Bank, you agree to provide the FDIC with the information described above in the required format within 24 hours of the failure of U.S. Bank. As soon as the FDIC is appointed, a hold may be placed on your account so that the FDIC can conduct the deposit insurance determination; that hold will not be released until the FDIC obtains the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and legal claims against you from the beneficial owners of the funds in the account. If you do not provide the required data, your account may be held or frozen until the information is received, which could delay when the beneficial owners could receive funds. Notwithstanding other provisions in this Agreement, this section survives after a receiver is appointed for us, and the FDIC is considered a third-party beneficiary of this section.

CONSUMER ELECTRONIC CHECK REPRESENTMENT

If you write a check on a personal account that we return unpaid because of insufficient or uncollected funds, the depositor of the check or the depositor’s bank may resend (“represent”) the check to us electronically. That is, the depositor or the depositor’s bank may send us an electronic instruction (“electronic represented check”) to charge your account in the amount of the check.

Our Handling of Electronic Represented Checks. If we receive an electronic represented check from the depositor or the depositor’s bank, we will pay or return the electronic represented check as if the original paper check were being represented to us. The section titled “**Electronic Fund Transfers**” will not apply to any electronic represented check.

Ineligible or Unauthorized Electronic Represented Checks. For an electronic represented check to be charged to your account, all of the following must be true:

- the electronic represented check must relate to a paper check drawn on a personal account that we returned unpaid because of insufficient or uncollected funds;
- the paper check must not have contained an unauthorized signature or an alteration and must not have been a counterfeit;
- you must not have placed a stop payment on the paper check after we returned it unpaid but before it was collected electronically;

- the paper check must have been less than \$2500.00 in amount;
- the paper check must have been dated 180 days or less before the date on which the electronic represented check is sent to us;
- the electronic represented check must be for the face amount of the paper check only and may not include any collection fee charged by the depositor, the depositor’s bank, or a collection agency;
- the payee of the paper check must have given you notice that, if we returned the paper check unpaid because of insufficient or uncollected funds, the fee could be collected electronically; and
- the electronic represented check must have been sent to us no more than twice after the first time we returned the paper check, or no more than once after the second time we returned the paper check.

You may have the right to reverse any ineligible or unauthorized electronic represented check that we charged to your account. If you want to reverse an electronic represented check because you placed a stop payment on the paper check to which the electronic represented check relates after we returned the paper check unpaid but before it was collected electronically, you must notify us within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic represented check. If you want to reverse an electronic represented check for any other reason, you must give us an ACH Claim Form within 15 days after we send or make available to you the periodic statement that reflects payment of that electronic represented check. An ACH Claim Form may be obtained by contacting U.S. Bank 24-Hour Banking or a local U.S. Bank branch. In your claim form, you must declare and swear under oath that the electronic represented check was ineligible or unauthorized. If we receive your notice or claim form within the 15-day period, we will recredit your account with the amount of the charge but will not be responsible for any other damages associated with the transaction.

Stop Payment. If you wish to stop payment of any electronic represented check, you must follow the procedures contained in the rules for stopping payment of checks, not the procedures contained in the rules for stopping payment on electronic loan or bill payments.

CHECKING ACCOUNTS AND “SUBACCOUNTS”

For regulatory accounting purposes we may designate two sub-accounts for a checking account; one sub-account is a savings (non-transaction) account and the other is a checking account. Checks and other third-party transfers are paid from the checking (transaction) account. As necessary, we transfer funds from the savings sub-account to the checking sub-account automatically. You cannot access the savings sub-account directly. This accounting device does not affect either the appearance or the operation of your checking account in any way.

TELEPHONE TRANSFERS

If you have more than one account with us, including a credit card or open-end loan account, you can transfer funds between your accounts by telephone. You will need to have a PIN, and enter your account numbers, and other qualifications, but if you meet them,

- 1. you can transfer funds between your accounts by calling our 24-hour phone banking (see last page of this booklet for phone numbers), and
- 2. telephone transfers may be made by the same account owners/signers and usually under the same conditions as generally applicable to withdrawals made in writing or by other means.

A transfer made by telephone is not immediately completed. It may take as long as one business day for us to verify the transaction and make the transfer. Consumer customers are assigned or can choose a PIN when requesting a ATM or Debit Card. Consumer customers without a debit card or ATM card can request a PIN by speaking to a 24-Hour Banking representative at 800.872.2657. A form is sent by 24-Hour Banking to the customer for completion and must be mailed back to the address on the form. A confirmation letter is mailed to the customer once the PIN has been established.

REAL-TIME PAYMENTS/PROHIBITION ON FOREIGN PAYMENTS

Real-Time Payments (“RTP”) is an electronic payment system which permits payment senders to send funds in real-time to payment receivers for deposit into the payment receiver’s account(s). This means that a payment receiver will have near immediate availability of funds sent using an RTP system. The RTP system is intended for domestic payments only. It prohibits payments which involve either a sender or receiver located outside the United States. You agree that to the extent you either send or receive payments through an RTP system, you will not use your accounts to do so on behalf of a person who is not a United States resident or otherwise domiciled in the United States and that you will comply with all regulations of the Office of Foreign Assets Control.

REQUIRED SIGNATURES

Signature Comparison. We process certain items mechanically, based on information encoded on checks and other transaction items, and we are not required to examine items and debits drawn on your account. We collect your signature to obtain your agreement to the rules we establish for your account, but this does not create any responsibility on our part to verify signatures on items and other charges to your account.

Number of Signatures. You agree that if you

- 1. require the signatures of two or more persons to open an account;
- 2. have an account in which more than one signature is required to complete a transaction;
- 3. authorize someone to transact some but not all transactions on your account;
- 4. authorize someone to transact business on your account for limited purposes and no others; or
- 5. use checks that require two or more signatures,

such arrangements are strictly between you and the other person(s) you authorize, whether we have notice of your arrangement (including in a form we provide you) or not. You cannot assert a claim against us for permitting a transaction so long as any one of

the owners or authorized persons sign or initiate the transaction, even if a person exercises more authority than you have given.

CHANGES TO OUR AGREEMENT WITH YOU

We may change any term of this Agreement. We will give you reasonable notice in writing or by any other method permitted by law. You agree that in any event 30 days written notice is reasonable.

If we notify you that the terms of your account have changed, and you continue to have your account after the effective date of the change, you have agreed to the new terms. For consumer customers, rules governing changes in interest rates are provided for separately in the Truth-in-Savings disclosure(s) or in another document.

CLOSING YOUR ACCOUNT

This section does not apply to an active time deposit (or certificate of deposit) account.

If you intend to close your account: If you intend to close your account with us, you should tell us; simply transferring all the money in your account and reducing your account balance to \$0.00 is insufficient notice and may result in additional fees charged to your account.

- If you close your account,
1. you are still responsible for transactions you arranged for, including those that arrive after the account is closed;
 2. you should pay special attention to pre-authorized electronic deposits to your account and payments from that account; you should reroute the deposits to another account and make other arrangements for the payments, with us and the other institutions involved;
 3. you should not close your account until all the transactions you arranged for have been cleared, and you should leave enough funds to clear them and the fees that might be due; and
 4. if it is an interest-bearing account, accrued interest will not be paid.

If your account is closed and you have a debit or ATM card associated with the account, you will need to either:

1. close the associated card; or
2. select a new account to be linked to your card.

If you do not designate a new account, the bank will automatically assign your ATM/debit card to a new account from any eligible account where you are an owner/joint owner. If there are no eligible accounts the card will be closed.

We can close your account:

We can close your account, ATM and debit card for any reason or for no reason at all. If we close your account, we will send you notice within ten days after closing and/or indicate the closure on your next account statement. We will send the collected account balance to you at your last known address as reflected in our account records. At our sole discretion we may, but are not required to, withhold a sufficient sum to cover any outstanding items and likely fees. If we withhold any money for such contingencies,

we will refund that to you after we are satisfied that no further withholding is necessary.

If your account is closed for any reason, you authorize us to re-open your account to process any transactions authorized prior to account closure, or for other purposes consistent with applicable law.

As part of the account closure, any accounts linked to the Checking Account as overdraft protection will be de-linked. If a U.S. Bank Reserve Line of Credit is linked as overdraft protection to a Checking Account that is closed for any reason, the Reserve Line will also be closed, and you must repay any remaining balance according to the monthly payment coupon included in your future periodic statements.

STATEMENTS AND NOTICES

Statements. We will periodically make available to you a paper or eStatement of your checking or savings account. These statements show the transactions that occurred in the time period covered by the statement. If you elect **not** to receive or review your statement, you are still responsible for having access to the information provided in the statement. At our option, a statement will not be produced in any statement period in which service charges, fees, reversals, refunds or interest are the only transactions on the account. When other activity exists, such as a deposit or withdrawal, a statement will be available to you and will include all transactions which have occurred since the last statement (this includes any service charges, fees, reversals, refunds or interest that occurred since the last available statement). At a minimum, all accounts will receive an annual statement. Regardless of how frequently a statement is made available, monthly service charges and other account fees will continue to be deducted from the account. In addition, applicable interest will continue to accrue and be paid periodically as disclosed in the product pricing information disclosure.

Combined Statements. If you have multiple accounts with us, we may at any time automatically combine your accounts on a single, easy-to-read monthly statement. We will only combine statements for accounts that have common ownership (meaning at least one owner is common across multiple accounts) and the same address and Social Security Number.

If you prefer to continue receiving separate statements, please contact U.S. Bank within 30 days of receiving your combined statement. You may reach us by calling one of the numbers listed on the back of this brochure, sending a letter to U.S. Bank, 60 Livingston Ave, EP-MN-WS5D, St. Paul, MN 55107, or sending a secured email by logging on to usbank.com and selecting “Contact Us”. Please include the following information in your correspondence: your name, account number(s) and the reference code “CMBSTMN.”

Your address. You must give us your correct address, and if you move or change your address, you must keep us advised. You are responsible for messages and statements we send to the most recent address you have given us. We may also update your address in our records without a request from you if we receive an address change notice from the U.S. Postal Service or if we receive updated address information from our mail services vendor.

If you agree to accept mail electronically, you must give us your accurate email address and keep us up to date with any changes to your address. You are responsible for keeping your email functioning properly, or advising us if it does not work.

Multiple owners. Periodic statements and notices that we make available to one owner or agent/signer of an account will be the same as providing statements and notices to all owners of an account. You agree to designate the primary address for purposes of receiving statements and other account correspondence. Each account owner agrees that we may send any legal notice or legal process affecting any owner or the account to the primary address designated on the account. Each account owner agrees to notify the other owners of any legal notice received at that address pertaining to such other account owner or to the account.

Your Duty to Examine Your Statement. As used in this section, the term “problem” means any error, alteration, counterfeit check, or unauthorized transaction (including, but not limited to, forged or missing signatures and excluding consumer electronic banking transactions) related to your account. Because you are in the best position to discover any problem, you agree to promptly examine your statement and report to us any problem on or related to your statement within 30 calendar days after we mail the statement (or make the statement available) to you. You agree that we will not be responsible for:

1. any problem that you do not report to us in writing within a reasonable time not to exceed 30 calendar days after we mail the statement (or make the statement available) to you;
2. subsequent problems or fraudulent items occurring after 30 days of the first occurrence; if you fail to report the problem within 30 days of the first occurrence reported on your statement;
3. results from a forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (for example, unauthorized checks made with your facsimile or other mechanical signature device or that look to an average person as if they contain an authorized signature); or
4. as otherwise provided by law or regulation.

You agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. You may not start a legal action against us because of any problem unless: (a) you have given us the above notice and (b) the legal action begins within one year after we send or make your statement available to you. You agree that if the problem is the result of a series of events (for example, multiple forgeries over a period of time) then the date the first event occurred is the date from which the period to bring a legal action will begin to run. If you make a claim against us in connection with a problem, we reserve the right to conduct a reasonable investigation before re-crediting your account and you agree to fully cooperate in such investigation. Within 30 days of the date of mailing, you agree to complete and return an affidavit of unauthorized paper debit on the form we provide you along with any other information we may request. You further agree to file a police report if we request. If you refuse to sign such an affidavit or fail to return the affidavit and other requested documentation within 30 days of the date we mail it to you, you agree that we may consider the matter resolved

and reverse any provisional credit provided. At our sole discretion, we may, but are not obligated to, provisionally credit your account during the investigation for all or a portion of the amount claimed. Any provisional credit to your account may be reversed if you fail to fully cooperate in our investigation or, if as a result of our investigation, we determine that the charge to your account was proper. You agree to pay any fees assessed or accrued against your account during the investigation or that may arise upon reversal of any provisional credit.

For problems involving an electronic banking transaction, please refer to the **“Electronic Banking Agreement”** sections of this brochure.

This time period for you to examine your statement and report problems to us are without regard to our level of care or the commercial reasonableness of our practices, and without regard to whether cancelled checks are supplied to you.

Contact us if you do not receive your regular statement. If this is a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

RETURN OF CANCELLED CHECKS

For some specific consumer and business checking accounts we currently offer two plans, with respect to the return of cancelled checks:

1. Check Safekeeping: paid checks that are not returned - your statement will show the check number, the amount, and the date it is paid; or
2. Image Checks on Statement: paid checks that are not returned - your statement will include a reduced image of the front of the check or front and back of a check in addition to the number, amount and date the check is paid as part of the statement; (See the **CHECK 21** section; the images sent with your statement are **not** substitute checks themselves, but some may be images of substitute checks.).

Option 1 is what you will get unless you specifically ask for option 2. The checking accounts for which these options are available vary. The products and our fee structures for each option are disclosed in the *Consumer Pricing Information* or *Business Pricing Information* disclosure or agreement for your account.

(Both can be obtained by stopping in a U.S. Bank branch or for the *Consumer Pricing Information* only, call 800.872.2657 to request a copy.)

If you take option 1 or 2, and you have need for a specific paper check, we can provide a substitute copy to you upon request.

CHECKS, CHECKING ACCOUNTS AND SAVINGS ACCOUNTS WITH DRAFT ACCESS

NOW Accounts: Transaction accounts are NOW Accounts on which you can write negotiable orders of withdrawal. Negotiable orders of withdrawal look and function like checks, and the rules governing checks also apply to them. Depending on account features, NOW Accounts may or may not bear interest. Although we have no intention of exercising this right, federal regulations

require that we reserve the right to require at least seven days’ written notice prior to withdrawal or transfer of any funds on your NOW Account.

SAVINGS ACCOUNTS

By the term “savings” account we mean an account that earns interest but has no specific maturity date or required notice period. (A maturity date or a required notice period is a characteristic of a time deposit or certificate of deposit.)

We will provide you with a periodic (quarterly, monthly, annually based on your account type and account activity) statement for your savings account and you must examine your statement for errors or forgeries just as you should for your checking account.

Savings Account Transaction Policy

We reserve the right to require seven days’ notice before any withdrawal from any savings account, though it is very unlikely we will require such notice and, if we do, we will require it for all savings accounts.

S.T.A.R.T. PROGRAM AGREEMENT
(New enrollment discontinued as of November 15, 2015)

Savings Today And Rewards Tomorrow®
S.T.A.R.T. is a program offered by U.S. Bank to help you achieve and maintain your savings goals. The following information provides the terms of the S.T.A.R.T. Program (the “Program”), the details you need to know to enroll in and manage your savings plan, as well as the terms for earning rewards under the Program. We may change these terms at any time, in which case we will provide you notice of those changes. Please read these terms carefully and contact us if you have any questions. By enrolling in the Program, you agree to these terms.

Enrollment Process and Eligibility

To be eligible for the Program, you must meet, and continue to meet, the following three requirements:

- 1. Open and/or maintain an active U.S. Bank Package, including:
 - A Silver, Gold or Platinum Package Checking account AND
 - A Package Money Market Savings account*Note: Account ownership must be identical for both the package checking and package money market savings accounts.*
- 2. Enroll in the Program.
- 3. Schedule and maintain a qualifying transfer from your Package Checking account to your Package Money Market Savings account.

Qualifying Transfers Options

A qualifying transfer must occur at least once per month from your Package Checking account (“checking account”) to your Package Money Market Savings account (“savings account”). Three transfer options are available for you to choose. You are required to set up at least one option but can utilize all three choices.

Note: Qualifying transfers may not be processed if your checking account has a negative Available Balance or if your balance would become negative as a result of the transfer.

1. Scheduled Transfer option: A recurring regularly scheduled transfer based on a specific amount transferred from the Package Checking to the Package Money Market Savings on a specific date(s) you select.

- Transfers can occur daily, weekly, every other week, or can be based on a specified date(s) or day(s) during the month. One-time or same-day transfers do not qualify.
- Example: Schedule a transfer of \$10.00 from your checking account to your savings account on the 1st of each month.

2. Transfers Based on Debit Card Purchases: A recurring transfer from the Package Checking account to the Package Money Market Savings account based on each number of U.S. Bank Debit Card purchases you make, transferred on the business day after the transaction is posted.

- Select a dollar amount between \$.25 and \$5.00 to transfer for each purchase transaction.
- The total number of debit card purchase transactions posted to your checking account each day will be multiplied by the per transaction dollar amount selected. That amount will be transferred from your Package Checking account to your Package Money Market Savings account.
- The debit card must be associated with the enrolled checking account. For joint checking accounts, more than one debit card can be designated and a separate transfer will occur for the activity of each card.
- Example: You have selected a transfer amount of \$.50. If five debit card purchases post on Tuesday, a transfer of \$2.50 will occur on Wednesday (from your checking account to your savings account).

3. Transfers Based on Credit Card Purchases: A recurring transfer based on the number of U.S. Bank Credit Card purchases you make, transferred on the business day after the transaction is posted.

- Select a dollar amount between \$.25 and \$5.00 to transfer from the Package Checking account to the Package Money Market Savings account for each credit card purchase transaction.
- The total number of credit card purchase transactions posted to your credit card each day will be multiplied by the dollar amount selected. That amount will be transferred from your Package Checking account to your Package Money Market Savings account.
- The credit card owner’s name must also be an owner on the enrolled S.T.A.R.T. checking account. For joint checking accounts, more than one credit card can be designated, and a separate transfer will occur for the activity of each card.
- All U.S. Bank-branded, co-branded or affinity credit cards are eligible.
- If more than one credit card is enrolled in S.T.A.R.T. for this transfer option, separate transfers will occur for the total purchases posted to each card.
- Example: You have selected a transfer amount of \$3.00. If two credit card purchases post on Monday, a transfer of \$6.00 will occur on Tuesday (from your checking account to your savings account).

S.T.A.R.T. Goals and Rewards

The Program offers two rewards that can be earned by achieving and maintaining a specific account balance – called your Goal Balance – in your savings account. Your Goal Balance is the account balance of your Package Money Market Savings account at time of enrollment, plus \$1,000.00. You must reach Goal 1 before you become eligible for Goal 2.

S.T.A.R.T. Goal 1: When you reach the Goal 1 Balance in your Package Money Market Savings account AND a qualifying transfer occurs within 35 days of meeting the Goal 1 Balance, you will earn a \$50.00 U.S. Bank Rewards Card.

S.T.A.R.T. Goal 2: When you maintain the Goal Balance in your Package Money Market Savings account for 12 consecutive months from the date of meeting Goal 1, you will earn a \$50.00 U.S. Bank Rewards Card.

Note: Reward(s) will be sent to the primary savings accountholder within 30 days of goal verification. Rewards will be reported as interest earned on IRS Form 1099-INT. The accountholder is responsible for any applicable taxes. If your savings account is subject to State or Federal tax withholding, the amount of your U.S. Bank Rewards Card will have taxes withheld. A customer is eligible to earn only one of each goal type, for a maximum reward of \$100.00.

Rewards Cards cannot be reloaded with additional funds, nor can they be used at an ATM. No cash access. Terms and conditions, including fees, apply. Rewards Cards are issued by U.S. Bank National Association pursuant to a license from Visa U.S.A. Inc. © 2021 U.S. Bank.

Monitor and Make Changes to your S.T.A.R.T. Selections
You can make changes to any transfer option, add or delete transfer selections, and monitor your goal progress: by accessing your account via online banking, speaking with a banker at a participating branch, or calling U.S. Bank 24-Hour Banking (see last page for phone numbers). Additionally, S.T.A.R.T. mobile or email alerts can be set up through online banking, and your monthly statements will provide S.T.A.R.T. progress information.

Program Termination

- Your participation in S.T.A.R.T. will end if:
- You notify your banker that you no longer wish to participate in the Program.
 - Your Package Checking account or Package Money Market Savings account is closed, is transferred to another product, or the account ownership does not match on both the checking and savings accounts.
 - A qualifying transfer is not scheduled for six consecutive months when working towards Goal 1 achievement.

TIME DEPOSITS

A time deposit is more commonly known as a certificate of deposit or CD. With a time deposit, you agree to keep your deposit with us for a specified period of time, or agree to give a required advance notice prior to withdrawal, and we agree to pay you interest at an

agreed upon rate, or an agreed formula for a rate, for that period of time.

We are not required to permit an early withdrawal from a time deposit, and if we do, it will be on condition that you pay an early withdrawal fee and penalty. The amount of that penalty will be disclosed to you when you open such an account.

All the features of your time deposit will be disclosed to you when you open the account. You can call 24-Hour Banking, visit a local U.S. Bank branch, or go to usbank.com to find out what CD products and terms we offer.

If your time deposit, including single maturity, automatically renewable or Individual Retirement Account CDs, remains inactive for a pre-determined period of time, as required by state, and our attempts to contact you fail we may transfer or escheat your funds to the state as required.

Escheat is the term that is used to describe the process of transferring an account balance to the state government after an account has been dormant for a pre-determined period of time, as required by state, and if our attempts to contact you fail.

The time period after which funds must escheat to the state varies from state to state. Once the funds are transferred to the state, you may be able to recover the funds from the state itself, but not from us.

As permitted by the state, we may deduct the cost of required due diligence from the balance of your account. This due diligence may include first class and certified mailings or public notices about your account’s pending escheatment, as required by state law.

LIMIT OF LIABILITY

We process millions of transactions every day, with the help of complicated technology and other companies. If we make a mistake and charged you more than we should have, or failed to give you credit you were due, we will correct the error, so long as you give us sufficient and timely notice and an opportunity to fix it. See the section above titled **Statements and Notices**, for your duty to pay attention to your statement and report any errors.

You agree – to the extent allowed by law – to waive any indirect, incidental, special, consequential and punitive damages for errors or mistakes we make in good faith. This includes damages that might otherwise be available in a tort or contract action, and whether the consequences are foreseeable or not.

ELECTRONIC MESSAGES AND AGREEMENTS

Many customers use the Internet and email as their primary form of communication with us. If you provide us with an email address, you agree that we may communicate with you via email and you further agree to notify us of any changes to your email address.

You agree that we may make agreements with you by electronic means. Your authorization and consent to such an agreement, or your delivery of instructions, may be made by use of certain numbers, codes, marks, signs, personal identification numbers (PINs), public or private keys or other means, acceptable to you and to us, to establish your identity and acceptance of the electronic communications. All electronic communications that meet these requirements will be deemed to be valid and authentic and you

intend and agree that those electronic communications will be given the same legal effect as written paper communications signed by you. You agree that electronic copies of communications are valid and you will not contest the validity of the originals or copies, absent proof of altered data or tampering.

You are not required to accept electronic communications; we want you to be aware that this is an option for you to accept. **We will never ask you for sensitive account information, such as, passwords, PINs, Social Security numbers or account numbers via email. If you receive an email that appears to be from U.S. Bank asking for this type of information, immediately forward the email in its entirety (not as an attachment) to fraud_help@usbank.com.**

LEVIES, GARNISHMENTS AND OTHER LEGAL PROCESS

We are a national bank with many locations. You agree that for purposes of this part, we may treat your funds as existing at any and all locations where legal process can be served upon us or on an appointed agent of ours on our behalf. You understand and agree that a creditor or governmental agency may attach your account by service of legal process on any of our locations, at any site designated by us for acceptance of service of process, on any appointed agent of ours, or any other method authorized by law, court rule, or regulation. We may accept and comply with legal process served by any means, whether in person, by mail, facsimile, electronic transmission, or other means. You agree that we may not contest such legal process.

If we are served with a garnishment, levy, execution, or other legal process of apparent validity (together referred to as “legal process”), you understand and agree that we will pay all amounts in the account, or release information about your account, in satisfaction of the legal process and in compliance with our understanding of applicable law. If your account is a joint account, for purposes of responding to legal process, we will consider each joint owner to have an undivided interest in the entire account. Therefore, you agree we may pay all amounts in the account in satisfaction of any legal process, even if it attaches to the interest of fewer than all the account owners. You agree that we may process a levy, garnishment, or other legal process served on us even if we do not process it on the same day it was received. If you believe your funds are exempt from legal process, or otherwise should not be subject to the legal process (for example, if you own funds and the legal process applies to another joint owner, you believe the court, garnishor, or levying authority lacks jurisdiction over you or the property, or you believe the garnishment or levy names the wrong party as garnishee), you agree that it is your responsibility to raise any defense to the legal process against the party who originated the legal process or seek reimbursement from a joint owner, and you agree that we have no obligation to do so.

If we are served with any legal process that tries to attach or in some way prevent you from freely using your funds, you give us the right, but we have no obligation, to hold any portion of the funds during any time necessary to determine to our satisfaction who has the legal right to the funds. If we are not able to determine whether the funds are subject to the legal process, you agree that we may deposit the funds with any court which we deem to have jurisdiction over us or the property in your account and ask that court to determine

to whom the funds belong. You consent to the jurisdiction of such court to determine the legal right to the property in your account and agree to reimburse us for our expenses, including attorney’s fees and expenses, arising out of the service of the legal process on us and our response to it.

If the legal process requires us to release information about one or more accounts for which combined statements are provided, we may release the entire combined statement even if other accounts on the statement are not covered by the legal process.

All legal process is subject to our rights of setoff and our security interest in your account. We will assess a service fee against your account for any legal process served on us regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, we will set off or enforce our security interest against your account for such fee prior to our honoring the legal process. We will not be liable to you if an attachment, a hold, or the payment of our fee from your account leaves insufficient funds to cover outstanding items. You agree to hold us harmless from any claim relating to or arising out of how we handle legal process pursuant to this part.

RESOLVING ACCOUNT DISPUTES AND ADVERSE CLAIMS

If a dispute arises concerning your account (including, for example, a dispute over who is an authorized signer or owner), or if we believe we have a claim against you or we have or receive a claim by a third party (including our affiliates) to all or a portion of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your account, or if we have concerns regarding your account or the use of your account, we have the right to hold any portion of the property in your account until the dispute, claim, or concern is resolved to our satisfaction. We will not be liable to you if the hold we place on your account leaves insufficient funds to cover outstanding items. For purposes of this section, “account” includes any account you have with us or any of our affiliates (including, without limitation, agency, custody, safekeeping, brokerage, and revocable trust accounts). If the dispute, claim or concern remains unresolved, you agree that we may at our option deposit the property in your account with a court and ask the court to determine to whom the property belongs. If we deposit your property with a court, you agree that we may charge your account for our costs, including attorney’s fees and expenses.

INCREASED COSTS TO MAINTAIN YOUR ACCOUNT

If your account becomes subject to a receivership, court order or bankruptcy, and we are required to implement changes as to your account that increase our costs to maintain your account (for example, a requirement for us to pledge property to secure your account above the amount of any deposit insurance on your account), you agree to reimburse us for the additional costs and any expenses incurred by us (including legal fees) to implement such required changes as to your account.

CONSUMER REPORT DISPUTES

We may report information about your deposit accounts to Consumer Reporting Agencies (CRA). As a result, this may prevent you from

obtaining services at other financial institutions. If you believe we have inaccurately reported information to a CRA, you may submit a dispute by calling 844.624.8230 or by writing to:

U.S. Bank Attn: CBDH Management, P. O. Box 3447, Oshkosh, WI 54903-3447. In order for us to assist you with your dispute, you must provide: your name, address and phone number; the account number; the specific information you are disputing; the explanation of why it is incorrect; and any supporting documentation (e.g., affidavit of identity theft), if applicable.

ACCOUNT INFORMATION

Our Privacy Pledge discloses the information we share with other entities for marketing purposes. We also may be required to provide information about you and your account when and as required or permitted by law for other purposes, such as, for example:

- 1. reporting of interest you earn to federal and state tax authorities;
- 2. reporting of cash transactions that are at reportable limits;
- 3. investigating and reporting of transactions that we reasonably determine to be suspicious; and
- 4. responding to subpoenas, court orders, or government investigations.

SETOFF

We have the right under the law to set off amounts you owe us against your accounts with us. For purposes of this section, “account” includes any account you have with us or any of our divisions, departments, and affiliates (including, without limitation, agency, custody, safekeeping, securities, investment, brokerage, and revocable trust accounts) and “you” includes, without limitation, your revocable trust, any partnership in which you are a general partner, any prior or successor entity by way of an entity conversion, and any other series of your series limited liability company (as applicable). In addition to this legal right, you give us and our affiliates the contractual right to apply, without demand or prior notice, all or part of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your accounts, against any debt any one or more of you owe us or our affiliates. If your account is a joint account, you agree we may consider each joint owner to have an undivided interest in the entire account, so we may exercise our contractual right of setoff against the entire account. This includes, for example, debts that now exist and debts that you may incur later, your obligations under a guaranty, and also includes all fees you owe us or our affiliates. We will not be liable to you if enforcing our rights of setoff against your account(s) leaves insufficient funds to cover outstanding items or other obligations. You agree to hold us harmless from any claim arising as the result of our enforcement of our rights of setoff in, or enforcement of our rights of setoff against, your account(s).

Our contractual right of setoff does not apply:

- 1. to an account that is an IRA or other tax-deferred retirement account;
- 2. to a debt that is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest); or
- 3. if our records demonstrate to our satisfaction that the right of withdrawal that a depositor/debtor has with us only

arises in a representative capacity (for example, only as an authorized signer, attorney-in-fact or a fiduciary) for someone else.

This right of setoff is in addition to any security interest that we or an affiliate of ours might have in your deposit account.

SECURITY INTEREST IN ACCOUNTS

You grant to us and our affiliates, a security interest in all your accounts with us, and all property in your accounts (including money, certificates of deposit, securities and other investment property, financial assets, etc.), to secure any amount you owe us or our divisions, department, and affiliates, now or in the future. This includes, for example, debts that now exist and debts that you may incur later, your obligations under a guaranty, and also includes all fees you owe us or our affiliates. For purposes of this section, “account” includes any account you have with us or any of our affiliates (including, without limitation, agency, custody, safekeeping, securities, investment, brokerage, and revocable trust accounts) and “you” includes, without limitation, your revocable trust, any partnership in which you are a general partner, any prior or successor entity by way of an entity conversion, and any other series of your series limited liability company (as applicable). In order to provide us and our affiliates with control over your account and all property in your account for purposes of perfecting the security interest granted above, you agree that we shall comply with any and all order, notices, requests and instructions originated by us or any of our affiliates directing disposition of the funds in your account without any further consent from you, even if such instructions are contrary to your instructions or demands or result in our dishonoring items which are presented for payment.

If your account is a joint account, you agree we may consider each joint owner to have an undivided interest in the entire account, so we may exercise our security interest against the entire account. We may enforce our security interest without demand or prior notice to you. You agree, for purposes of this security interest, that our affiliates may comply with any instructions we give them regarding your accounts held with them, without further consent. You also agree that we may comply with any instructions regarding your accounts that we receive from our affiliates pursuant to a security interest they have in your accounts with us. We will not be liable to you if enforcing our security interest against your account(s) leaves insufficient funds to cover outstanding items or other obligations.

You agree to hold us harmless from any claim arising as the result of our security interest in, or enforcement of our security interest against, your account(s).

SECURITY

It is your responsibility to protect the account numbers, including card numbers and electronic access devices (e.g., an ATM card, debit card, username and password or PIN) we provide to you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give him or her full use of your money. An account number can be used by thieves to encode your number on a false demand draft which looks like and functions like an authorized check.

If you furnish your access device and grant actual authority to make transfers to another person (a family member, coworker or employee, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

We reserve the right to place a hold on your account if we suspect irregular, fraudulent, unlawful or other unauthorized activity involved with your account. We may attempt to notify you of such a hold, but we are not required to provide notice prior to placing the hold. You agree that we may maintain such a hold until all claims against you or us to the funds held in your account, whether civil or criminal in nature, have been resolved fully in our sole satisfaction.

RESOLUTION OF DISPUTES BY ARBITRATION
PLEASE READ THIS PROVISION CAREFULLY. UNDER THIS PROVISION, YOU WAIVE YOUR RIGHTS TO TRY ANY COVERED CLAIM IN COURT BEFORE A JUDGE OR JURY AND TO BRING OR PARTICIPATE IN ANY CLASS OR OTHER REPRESENTATIVE ACTION.

The following provision applies to any claim, cause of action, proceeding, or any other dispute between you, on the one hand, and us, our respective parents, subsidiaries, affiliates, agents, employees, predecessors-in-interest, personal representatives, heirs and/or successors, and assigns, on the other hand (each a “Claim” as further defined under the heading “Claims Covered by Arbitration”), including all questions of law or fact related thereto.

Agreement to Arbitrate: Either you or we may elect in writing, and without the consent of the other, to arbitrate all Claims covered by this provision.

Claims Covered By Arbitration: Claims subject to our agreement to arbitrate shall include all of the following: (1) Claims related to or arising out of this account Agreement, or any prior or later versions of this account Agreement as well as any changes to the terms of this account Agreement; (2) Claims related to or arising out of any aspect of any relationship between us that is governed by this account Agreement, whether based in contract, tort, statute, regulation, or any other legal theory; and (3) Claims that relate to the construction, scope, applicability, or enforceability of this arbitration provision. Claims include Claims that arose before we entered into this account Agreement (such as Claims related to advertising) and after termination of this account Agreement.

Claims Not Covered By Arbitration: Claims subject to our agreement to arbitrate shall not include any Claim you file in a small claims court, so long as the Claim remains in such court and advances only an individual claim for relief.

Commencing an Arbitration: The party initiating arbitration must choose one of the following arbitration forums to administer the arbitration:

- The American Arbitration Association (“AAA”) under AAA’s Consumer Arbitration Rules, except as modified by this account Agreement. AAA’s Rules may be obtained from www.adr.org or 1-800-778-7879 (toll-free).
- JAMS/Endispute (“JAMS”) under JAMS’ Comprehensive Arbitration Rules & Procedures or Streamlined Arbitration Rules & Procedures, including JAMS’ Consumer Minimum Standards, except as modified by this account Agreement. JAMS’ Class Action Procedures shall not apply. JAMS’ rules may be obtained from www.jamsadr.com or 1-800-352-5267 (toll-free).

If the chosen arbitration forum is for any reason unable to serve, then the parties may agree to a comparable substitute organization. If the parties are unable to agree, then a court of competent jurisdiction shall appoint a substitute organization.

Arbitration Procedure: The arbitration shall be decided by a single neutral arbitrator selected in accordance with AAA’s or JAMS’ rules, as applicable. The arbitrator will decide the dispute in accordance with the terms of our account Agreement and applicable substantive law, including the Federal Arbitration Act and applicable statutes of limitation. The arbitrator shall honor claims of privilege recognized at law. The arbitrator may award damages or other relief (including injunctive relief) available to the individual claimant under applicable law. The arbitrator will not have the authority to award relief to, or against, any person or entity who is not a party to the arbitration. The arbitrator will take reasonable steps to protect customer account information and other proprietary or confidential information. Any arbitration hearing shall take place in the federal judicial district that includes your home address, unless you and we agree in writing to a different location or the arbitrator so orders. If all Claims are for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing in accordance with AAA’s or JAMS’ rules.

At your or our request, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator’s award shall be final and binding, subject to judicial review only to the extent allowed under the Federal Arbitration Act. You or we may seek to have the award vacated or confirmed and entered as a judgment in any court having jurisdiction.

No Class Action or Joinder of Parties: You and we agree that no class action, private attorney general, or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, Claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account

owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction). If this specific paragraph is determined by the arbitrator to be unenforceable, then this entire provision shall be null and void.

Arbitration Costs: Unless the applicable arbitration rules at the time of filing a Claim are more favorable to you, we will advance (i) all arbitration costs in an arbitration that we commence, and (ii) the first \$2,500 in arbitration filing, administration, and arbitrator’s fees in an arbitration that you commence. To the extent allowed by applicable law and our agreements, the arbitrator may award arbitration costs and attorneys’ fees to the prevailing party.

Applicable Law: You and we agree that you and we are participating in transactions that involve interstate commerce and that this provision and any resulting arbitration are governed by the Federal Arbitration Act. To the extent state law applies, the laws of the state governing your account relationship apply. No state statute pertaining to arbitration shall apply.

Severability: Except as this provision otherwise provides, if any part of this provision is deemed to be invalid or unenforceable by the arbitrator, that part will be severed from the remainder of this provision and the remainder of this provision will be enforced.

ATTORNEY’S FEES

Where used, “attorney’s fees” includes our attorney’s fees, court costs, collection costs, and all related costs and expenses. Notwithstanding any provision in this Agreement to the contrary, any provision for attorney’s fees in this Agreement shall not be enforceable in any dispute governed by the laws of California or Oregon.

FUNDS AVAILABILITY: YOUR ABILITY TO WITHDRAW FUNDS – ALL ACCOUNTS

This funds availability policy applies to deposits into a checking or savings account made at a branch or ATM. This policy may not apply to deposits made remotely through a mobile or other electronic device.

Some sections of this disclosure apply to all accounts and all customers. There are special sections for New Accounts, Commercial Accounts, Wealth Management Accounts and Retail Consumer and Business Accounts. We will make that clear in the section headings.

Funds “availability” means your ability to withdraw funds from your account, whether those withdrawals are to be in cash, by check, automatic payment, or any other method we offer you for access to your account. If deposited funds are not “available” to you on a given day, you may not withdraw the funds in cash and we may not use the funds to pay items that you have written or honor other withdrawals you request. If we pay items that you have written or honor other withdrawals before funds are available to you, we may charge a fee for this. Please review the product pricing information disclosure for information regarding overdraft fees associated with your accounts.

Please remember that even after the item has “cleared,” we have made funds available to you, and you have withdrawn the funds,

you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposit. See our **Returned Deposited and Cashed Items** section.

DETERMINING THE AVAILABILITY OF A DEPOSIT – ALL ACCOUNTS

The day funds become available is determined by counting business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit in person before our “cutoff time” on a business day we are open, we will consider that day to be the day of your deposit for purposes of calculating when your funds will become available. However, if you make a deposit after the cutoff time, or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Our cutoff times vary from branch to branch. The earliest cutoff time at any of our branches is 2:00 p.m. (local time at the branch).

If a deposit is made after 8:00 p.m. (local time at the ATM location) or on a day we are not open, we will consider the deposit to be made on the next business day we are open.

Deposits you send by mail are considered deposited on the business day it arrives if it arrives by the cutoff time at the branch of deposit. In all cases, availability of any deposit assumes that a requested withdrawal will not overdraw the account.

IMMEDIATE AVAILABILITY – ALL ACCOUNTS

The following types of deposits will usually be available for withdrawal immediately under normal circumstances:

- Cash (if deposited in person to an employee of ours);
- Electronic direct deposits;
- Wire transfers; and
- The first \$225.00 from the total of all other deposits made on any given day.

Cash and wire transfer deposits are subject to the **Special Rules for New Accounts** and the \$225.00 availability is subject to the rule in the section titled **Longer Delays May Apply**.

LONGER DELAYS MAY APPLY

Government Checks, Cashier’s Checks, and Other Types of Special Checks. If you make a deposit of one of the following items in person to one of our employees, our policy is to make the funds from those deposits available no later than the first business day after the day of deposit:

- State and local government checks that are payable to you;
- Cashier’s, certified, and teller’s checks that are payable to you; and
- Federal Reserve Checks, Federal Home Loan Checks, and U.S. Postal Money orders that are payable to you.

If you do not make your deposit in person to an employee of the bank (for example, if you mail us the deposit), funds from these deposits may be available no later than the second business day after the day of deposit. However, we may delay funds for a longer period of time, see section titled **Longer Delays May Apply – Safeguard Exceptions**.

Case-by-Case Delays. In some cases, we will not make all of the funds that you deposit available to you as provided above. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225.00 of your deposit, however, will be available no later than the first business day after the day of deposit, and usually immediately.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees (including a deposit made at an ATM) or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard Exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525.00 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

RETAIL CONSUMER, BUSINESS AND COMMERCIAL ACCOUNTS

Our general availability policy for these accounts is to make funds available to you on the first business day after the day of deposit. We generally make some portion of a day’s deposits available for withdrawal immediately. See the previous section for the types and amounts of deposits that are available immediately.

WEALTH MANAGEMENT ACCOUNTS

Our general availability policy for **Private Client Accounts** is to make funds you deposit available to you immediately. This immediate availability policy includes all deposits at any ATM. The section above titled **Longer Delays May Apply** also applies to your accounts. If we impose a delay as provided in that section, then the sections titled **Cashing Checks** and **Other Accounts** may also apply.

DEPOSITS AT AUTOMATED TELLER MACHINES – RETAIL CONSUMER, BUSINESS AND COMMERCIAL ACCOUNTS

Our Machines. If you make a deposit at a deposit-accepting ATM identified as ours with the U.S. Bank name, your deposit will generally be available on the first business day after the day of deposit. However, in certain circumstances, and at U.S. Bank’s

discretion, the funds may not be available until the second business day after the day of deposit.

Partner ATMs. U.S. Bank has established alliances to expand ATM convenience. These partner ATMs display the U.S. Bank logo and are included in the definition of a U.S. Bank ATM. However, these ATMs generally do not accept deposits. If we permit a deposit at a partner ATM, your deposit will not be available until the fifth business day after the day of deposit.

Other Machines. Generally, deposits at an ATM that is not identified as ours with the U.S. Bank name are not permitted. If we permit a deposit at an ATM that is not identified as ours with the U.S. Bank name, your deposit will not be available until the fifth business day after the day of deposit.

SPECIAL RULES FOR NEW ACCOUNTS – RETAIL CONSUMER AND BUSINESS ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits and deposits of cash and wire transfers to your account will be available on the day we receive the deposit. The first \$5,525.00 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s, on-us checks (checks drawn on U.S. Bank), and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess amount over \$5,525.00 will be available on the fifth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will generally be available on the fifth business day after the day of your deposit. In certain instances, we may hold funds from other check deposits for longer than five business days. For example, if we receive a check that falls within the Safeguard Exception description above, we may delay funds for up to seven business days. If we do so, we will provide you with a hold notice at the time of deposit or when we learn that we will hold the funds from the deposit.

CASHING CHECKS

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

OTHER ACCOUNTS

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the day the deposited item would have been available, which will usually be the first business day after the day of deposit.

ADDITIONAL TERMS FOR BUSINESS ACCOUNTS

All other sections of this Agreement apply to consumer and business accounts alike, (except when a rule specifically says it will apply to consumers). The following sections apply to accounts used primarily for business purposes.

UNLAWFUL INTERNET GAMBLING AND OTHER ILLEGAL TRANSACTIONS

You agree that you, or anyone acting on your behalf, will not use your account, access device or banking relationship with us to facilitate illegal transactions such as those prohibited by the Unlawful Internet Gambling Act of 2006, or otherwise violate any law, rule or regulation applicable to you. If we identify a suspected illegal transaction, we may block such transactions, and further we may close your account or terminate our banking relationship with you.

DEPOSIT OF PRE-AUTHORIZED DRAFTS

A pre-authorized draft is an arrangement whereby you get authority from a person (a customer, usually) to access a deposit account owned by that person to pay a debt that person owes you. You deposit these “drafts” into a deposit account with us, and we collect them from your customers, who may have accounts with us or other banks. (These “drafts” are checks you create based on information your customer provides you, such as the customer’s name and account number, and the express permission your customer gave you to draw on his account.)

When you deposit these pre-authorized drafts, you make the following agreements and warranties:

1. You have express, verifiable and binding authorization from your customer to access his, her or its account for the amount you ask us to collect;
2. You will keep the proof of your authorization in retrievable form for not less than two years from: (a) the date of the authorization of a one-time draft; or (b) from the date of revocation of the authorization of recurring drafts. You agree to provide us with such proof upon our request;
3. We may reverse any credit given to you for any draft deposited to your account and returned to us regardless of when it is returned or the reason for the return. We may take funds in your account to pay the amount you owe us, and if there are insufficient funds in your account, you will still owe us the remaining balance.

EARNINGS CREDIT

Fees for services used by you may be assessed in full to your accounts or may be offset through account analysis by applying earnings credit to your service charges to determine a single monthly net service charge. Your earnings credit rate is established by us and will change from time to time. For business accounts, the variable earnings credit rate may be zero or a negative rate. If the earnings credit rate for any of your account(s) or the index or other referenced rate upon which the earnings credit rate for your account(s) is based is at any time less than zero percent, you agree to pay all amounts of the negative earnings credit or fees which we impose as compensation for the negative earnings credit rate. Your

net service charge could be zero if your earnings credit equals or exceeds your total charges in a given month. If your earnings credit is not sufficient to offset the amount due hereunder, you agree to pay such amounts to us upon demand.

WAIVER OF NOTIFICATION OF REDEPOSITED CHECKS

When you deposit checks to your account, you have a right to be notified whenever a check you deposit is returned unpaid. We offer a plan (to businesses who elect it) whereby we will automatically redeposit checks returned unpaid due to insufficient funds. To simplify collection of these items, you give up this right to notification for those items we redeposit. If these items are returned unpaid a second time, you will receive standard notification.

We may withhold the availability of funds represented by a redeposited check. We will notify you of such delay.

FACSIMILE SIGNATURES

You may wish to use a facsimile signature stamp or other mechanical signature device to sign checks or other orders relating to your accounts. If you do, we will, without contacting you, debit your account for items bearing an imprint that looks substantially like your authorized mechanical signature, whether or not such items bear the actual facsimile signature stamp. You agree to notify us and give us a sample imprint if you plan to use such a device. If you do not give us a sample, this section still applies to your use of the device. You are responsible for the security of any mechanical signature device. We will not be responsible for payment of unauthorized items bearing an imprint from, or similar to, your authorized mechanical signature.

DEPOSITS

Truncation, Substitute Checks, and Other Check Images: If you truncate an original check and create a substitute check or other replacement document, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check(s) you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with the time requirements as outlined in your remote deposit capture agreement with us. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

Deposit Preparation, Sorting, and Endorsements: You agree to properly prepare, sort, and endorse all deposits according to requirements specified in any applicable user guides and Federal Regulation CC. We require that you include the external processing code of “6” in Position 44 of the MICR line for all remotely created checks, and we reserve the right to dishonor any remotely created check that does not meet the requirement. You agree to indemnify

us for any loss we incur that results from your failure to comply with these requirements.

Requalification: If you elect to have another bank or entity receive and process all of your returned checks, such other bank’s endorsement may be obscured by our depository bank endorsement. You understand and agree that any other endorsement placed on your checks that identify another bank as the depository bank or the bank to which checks should be returned may result in illegible or double endorsements, which may delay the return of your checks. You agree we shall not be liable for any such delays.

FRAUD PREVENTION MEASURES

We offer certain products and services, such as “positive pay,” and account blocks and filters that are designed to detect or deter fraud. Failure to use such services could substantially increase the likelihood of fraud. If you fail to implement any of these products or services, or if you fail to follow these or other precautions reasonable for your type of account or circumstances, you agree that you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

CUSTOMER SEGREGATED ACCOUNTS. Notwithstanding anything to the contrary in this Agreement or any other agreement, we will maintain all money designated as client money—by broker-dealers, future commission merchants, or derivatives clearing organizations—in customer segregated accounts in accordance with acknowledgement letters required by applicable SEC and CFTC rules and regulations.

ELECTRONIC BANKING AGREEMENT FOR CONSUMER CUSTOMERS

This section applies to payment orders and funds transfers governed by the Electronic Fund Transfer Act. When you enroll in online and mobile banking we will provide you with the U.S. Bank *Digital Services Agreement* that governs the use of all online and mobile services (“Digital Services”).

If you have any questions regarding electronic banking transactions or believe that an unauthorized transaction has occurred, please call U.S. Bank 24-Hour Banking (see last page for phone numbers), visit a local U.S. Bank branch or write to:

**U.S. Bank 24-Hour Banking
EP-MN-WS5D
60 Livingston Ave.
St. Paul, MN 55107**

Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

TYPES OF TRANSACTIONS

These are the types of Electronic Fund Transfers that you can accomplish with us (assuming you make arrangements to do so).

Electronic Fund Transfers Initiated by Third Parties. You may authorize a third party to initiate electronic fund transfers between

your account and the third party’s account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In all cases, these third-party transfers will require you to provide the third party with your account number and bank information. Thus, you should only provide your bank and account number information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

Direct Deposits. You can arrange for direct deposits to your checking or savings account(s).

Prauthorized Payments. You can arrange to pay certain recurring bills from your checking or savings account(s).

Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

Expanded Account Access

What it is. Any card or PIN (personal identification number) can be used to access up to five checking, savings, line of credit and credit card account(s) held in the same name at U.S. Bank or any of its bank affiliates; and any account you open with us and our affiliates may be accessed by your card or PIN. “Access” means use of a card or account number and PIN to conduct a transaction or obtain information at ATMs, over the telephone, through personal computer banking, or any other available method. If the card or PIN is for a joint account, that card or PIN can be used to access all the accounts linked to the card or PIN account, whether joint or individual. Expanded Account Access is also applicable to your Digital Services.

The “cards” that can get Expanded Account Access. All U.S. Bank Debit Cards and ATM cards (excluding prepaid cards), and all U.S. Bank-issued Credit Cards (including, but not limited to, co-branded credit cards, and all credit lines issued through U.S. Bank and U.S. Bank affiliates).

Fees and Charges for Expanded Account Access. There are no additional fees or charges just for Expanded Account Access, but fees applicable to each applicable account will continue to apply in accordance with the terms of the applicable account agreements. The fees and terms for each of your accounts will be as disclosed in the *Consumer Pricing Information* disclosure. (This document can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.)

The fees and terms for your personal credit cards and lines of credit are disclosed in the applicable cardmember agreement.

How to Cancel. You can visit a branch or call the U.S. Bank 24-Hour Banking number at any time to cancel Expanded Account Access. If you cancel Expanded Account Access for any account, that account

will not be accessible by any card or PIN other than the card or PIN specifically designated for that account.

Account Access at Automated Teller Machines

You can access up to five checking, five savings, and five line(s) of credit or credit card accounts at U.S. Bank ATMs through all your cards held in the same name (excluding prepaid cards).

You may perform the following transactions at ATMs:

- Make cash withdrawals from your checking and savings accounts associated with your card. Cash denominations vary by ATM.
- Get cash advances from your credit card account using your U.S. Bank Debit Card or ATM card. (Refer to your cardmember agreement for any cash advance fees and finance charges that may apply.)
- Deposit funds to checking and savings accounts associated with your card. Deposit up to 30 checks and 50 bills in a single transaction. Instant availability for cash deposits if deposited before 6:00 p.m. local time in a non-envelope deposit ATM.
- Transfer funds from your account(s) associated with your card.
- Make payments to credit card or line of credit accounts from a deposit account associated with your card.
- Check the current balance of your checking, savings, credit card and line of credit accounts associated with your card.
- Request a statement showing your most recent deposit account transactions. (Refer to the *Consumer Pricing Information* disclosure regarding any fees for purchasing statements at ATMs. This disclosure can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.)
- Change your ATM or debit card PIN.
- Make certain charitable contributions from a deposit account associated with your card.
- You may access your Home Equity Line of Credit or Personal Line of Credit for balance inquiries and making a payment to the respective line of credit at the ATM.

Some of these transactions are not available at all ATMs.

For customers with a Debit or ATM card that have accessed a Home Equity Line of Credit or a Personal Line of Credit through the expanded card access feature, cash withdrawals/advances and transferring from the Home Equity Line of Credit or Personal Line of Credit is not allowed.

Purchases at Merchants

You may use any of your U.S. Bank Debit Cards to make purchases at merchants that accept Visa® debit cards. You may use your U.S. Bank ATM Card and any of your U.S. Bank Debit Cards to make purchases by entering your PIN at participating merchants. You may also get cash from a merchant, if the merchant permits. Purchases made with your card will result in debits to your “primary” checking account. These transactions will be itemized on your monthly statement, including the merchant name, location, the date of purchase and the amount of the purchase.

Partial Debit Card Transactions

Some merchants may be enrolled in Visa’s Partial Authorization service. This means that if you chose ‘No’ to ATM and Debit Card Overdraft Coverage, your transaction may be approved for only

part of your total purchase amount. This occurs when you do not have a sufficient Available Balance, necessary to pay for the entire transaction, at the time of the purchase. Additionally, funds from your designated account(s) linked for Overdraft Protection (if applicable) may be considered when determining the amount that is authorized.

For example, if you attempt a \$30.00 transaction when your account has an Available Balance of \$20.00, your purchase may be approved for \$20.00 instead of the entire transaction being declined.

Other Electronic Transactions

In addition to transactions initiated by using your U.S. Bank Debit Card, there are other electronic banking transactions that you may arrange through your account. These include:

- Telephone/personal computer activated transfers of funds from your accounts with us to other accounts with us or to third parties. These include but are not limited to transfers made by telephone, text, online and mobile banking.
- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (for example, monthly mortgage payments, installment loan payments, insurance payments, utility payments).
- Direct deposit to checking or savings accounts (for example, payroll checks, social security payments).
- Electronic check conversions from your checking account using a blank, partial or fully completed personal check at merchant locations.
- Payments made to your account through your U.S. Bank Debit Card.
- You can also use any of your U.S. Bank Debit Cards to obtain a cash advance from your checking account at any Visa® member bank anywhere in the world.

LIMITS ON TRANSFERS

New Accounts

Generally, you cannot make deposits at a non-U.S. Bank ATM. If we permit a deposit at an ATM that is not identified as ours with the U.S. Bank name, your deposit will not be available until the fifth business day after the day of deposit.

Security

For security reasons, there are limitations on the transactions that you may perform with any of your U.S. Bank Debit Cards or U.S. Bank ATM Cards per day. There are limitations on the number of transactions that can be performed per day and the limits may vary. For security reasons we do not disclose these limits. There are limitations on the dollar amount of cash withdrawals at ATMs and/or cash that you receive from merchants over the amount of your purchase. There are also limitations on the total dollar amount of purchases at merchants and/or cash advances at Visa® member banks you may perform during each 24-hour period beginning at 4:30 p.m. Central Time. Our standard transaction limits for ATM cards are \$300.00 per day for cash withdrawals and \$1,000.00 per day for purchases. Our standard transaction limits for debit cards are \$500.00 per day for cash withdrawals and \$1,000.00 per day for purchases and/or cash advances at banks. Our standard transaction

limits for receiving money through your U.S. Bank Debit Card are \$3,000.00 per transaction and \$10,000.00 per day. We may change these limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

Debit Card Transactions

When you use your U.S. Bank Debit Card (Debit Card) for payment, the merchant requests U.S. Bank to authorize the transaction amount. We rely on the merchant to inform us if a debit card transaction is a one-time or a recurring transaction. At the time of the request, we authorize (promise to pay) or decline the merchant’s request. If we authorize (promise to pay) we will reduce your Available Balance by the amount of the merchant’s authorization request. Some merchants (e.g., hotels, restaurants, gas stations, car rental agencies) request an authorization that is an estimated amount of the anticipated purchase instead of the full purchase amount. As a result, the reduction of your Available Balance may be less or greater than the final debit card transaction amount presented for payment. It is important to note that your Available Balance may change between the time a debit card transaction is authorized and when the debit card transaction is presented for payment.

Debit card authorizations will be reflected as pending transactions from the time we receive the authorization until the merchant presents the item for payment, a completion message is received, or three business days, whichever occurs first. If the debit card authorization has not been presented for payment after three business days, it will be removed from your pending transactions and your Available Balance will no longer be reduced by the authorization amount. Due to prior authorization (promise to pay), if the debit card transaction is presented for payment at a later date we will pay the item regardless of your Available Balance.

If any debit card transaction results in a negative Available Balance at the time it is presented for payment—even if your Available Balance was positive at the time the debit card transaction was authorized—you may be charged an Overdraft Paid Fee. For more information on Available Balance please see the section titled **INSUFFICIENT FUNDS AND OVERDRAFTS**.

Please know, it is your responsibility to ensure your account has a sufficient Available Balance to cover all transactions you conduct. We recommend keeping a record of your balance and deducting every transaction at the time you initiate it.

FEES

We will charge you fees for electronic fund transfers in accordance with the information found in our *Consumer Pricing Information* disclosure. (This disclosure can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.) The fees may be changed at any time, subject to our giving you any notice required by law.

ATM Surcharges. When you use an ATM that is not identified as ours with the U.S. Bank name, and the ATM does not participate in the MoneyPass® Network, you may be charged a fee by the ATM operator or any network used to complete the transfer. To find MoneyPass ATM locations, please visit www.moneypass.com.

USING YOUR CARD FOR INTERNATIONAL TRANSACTIONS

You may use your U.S. Bank Debit Card or ATM card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. Refer to our *Consumer Pricing Information* disclosure for fee information. (This disclosure can be obtained by contacting a U.S. Bank branch or calling 800.872.2657.) We may block transactions in certain foreign countries. Call us at 800.872.2657 for more information. Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions.

U.S. Bank does not control how these merchants, ATMs and transactions are classified for this purpose. If the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your Account.

Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa®. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

Additional fees may apply. If you need to contact us about your card while outside of the United States, call us collect at 503.401.9991.

ADVISORY AGAINST ILLEGAL USE

You agree not to use your card(s) for illegal gambling or any other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which you may be located; therefore, we reserve the right to decline all online (Internet) gambling transactions.

DOCUMENTATION

Terminal transfers. You can get a receipt at the time you make any transfer to or from your account using automated teller machines or point-of-sale terminals. However, you may not get a receipt if the amount of the transfer is \$15.00 or less.

Pre-authorized credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call U.S. Bank 24-Hour Banking, log in to the U.S. Bank Mobile App or visit our online banking site at usbank.com to find out whether or not the deposit has been made.

Periodic statements. You will get a monthly account statement unless there are no transfers in a particular month. In any case, you will get the statement at least quarterly for an account to or from which you have arranged for electronic access. In the event your account has become inactive as defined in the section titled Dormant Accounts

and Escheat (refer to page 31) and you have had no electronic activity, you will receive an annual statement.

PREAUTHORIZED PAYMENTS

If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person you are going to pay ten calendar days prior to the payment date of the amount to be deducted. If the date upon which your payment is scheduled to be deducted changes, the person you are going to pay will notify you seven calendar days prior to the new scheduled date. To confirm the completion of automatic transfers, payments and/or direct deposits, please contact U.S. Bank 24-Hour Banking, log in to the U.S. Bank Mobile App or visit our online banking site at usbank.com.

Right to Stop Payment of Preauthorized Transfers

To stop a preauthorized electronic payment or transfer, please call U.S. Bank 24-Hour Banking (see last page for phone numbers). You must call in time for us to receive your request and to be able to act upon it, which in the case of these electronic payments, is at least three business days before the transfer is scheduled to occur. We may also require you to put your request in writing and forward it to us within 14 days after you call.

If you order us to stop one of these payments at least 3 business days before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

OUR LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough money in your account to make the transfer.
2. If you have an overdraft line and the transfer would go over the credit limit.
3. If the automated teller machine where you are making the transfer does not have enough cash.
4. If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
6. There may be other rules/limitations stated in our agreement(s) with you that excuse our failure to make a requested transfer (for example, the monthly limit on certain transfers out of non-transaction savings accounts; refer to Savings Accounts, Withdrawal section on page 39 for additional details).

Authorized Transactions

We assume that all transactions performed with your U.S. Bank ATM Card or any of your U.S. Bank Debit Cards and/or your personal identification number (PIN) are authorized unless you promptly notify us to the contrary. If you intentionally provide another person with the means to perform electronic banking transactions using your account, any resulting transactions will be treated as if they were

performed and authorized by you. Such treatment will continue until you notify U.S. Bank Fraud Liaison Center (see page 62) that the other person is no longer authorized to use your card and/or PIN (in which case the card and PIN will have to be deactivated).

UNAUTHORIZED TRANSACTIONS AND LOST OR STOLEN CARDS

An unauthorized transaction is one that another person conducts without your permission and from which you receive no benefit.

In order to avoid unauthorized transactions, please observe the following basic precautions:

- Do not keep your U.S. Bank ATM Card or U.S. Bank Debit Card and personal identification number (PIN) together. Do not write your PIN on your card.
- Do not provide your card or reveal your PIN to another person. If you do so, you authorize that person to conduct transactions using your card or PIN. You are liable for that person’s transactions until you notify U.S. Bank Fraud Liaison Center (see below) that the person is no longer authorized to use your card or PIN.
- Notify U.S. Bank Fraud Liaison Center or any U.S. Bank branch of the loss, theft or unauthorized use of your card or PIN.
- Notify U.S. Bank Fraud Liaison Center or any U.S. Bank branch if you think an electronic banking transaction is incorrectly reported on a receipt or statement. Failure to promptly notify U.S. Bank Fraud Liaison Center or any U.S. Bank branch of the loss, theft, or unauthorized use of your card or PIN will result in inconvenience to you and will hinder the efficient operation of your account.

**U.S. Bank Fraud Liaison Center
877.595.6256**

We reserve the right to cancel, block, and not renew your access device for any reason, with or without prior notice. Reasons for suspension of access may include, for example:

- Detection of suspicious or fraudulent activity;
- Lack of usage;
- Misuse; or
- Access devices returned as undeliverable by postal service.

CONSUMER LIABILITY FOR UNAUTHORIZED TRANSFERS

Zero Liability for All Transactions. Except as provided in the next paragraph, you are generally protected from all liability for unauthorized use of any of your U.S. Bank Debit Cards, the associated account numbers printed on them (including purchases made over the phone, online or in the U.S. Bank Mobile App) and your ATM card or its associated personal identification number (PIN). You still need to report the loss or theft of these cards, PINs, and any unauthorized transactions to us as soon as you can. This is necessary so you can get any unauthorized transactions reversed, prevent further unauthorized transactions, and avoid liability for subsequent purchases we could have prevented had you given us notice. This policy also protects you from liability for other types of electronic fund transfers. Please follow the section entitled **Error Resolution Notice** to report any unauthorized activity on your account.

After 60 Days from Statement Notice. If you fail to give us notice of an unauthorized electronic fund transfer within 60 days of when we first deliver a statement to you that discloses that unauthorized transaction, you will be liable for all unauthorized electronic fund transfers that occur after that 60-day period expires if we could have prevented such transaction had you reported it to us within the 60-day period. This rule applies to all forms of electronic fund transfers (including but not limited to ATM transactions, preauthorized withdrawals, online or mobile transactions, and purchases with any of your U.S. Bank Debit Cards, etc.) that occur after the 60-day period following the first statement notice.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we may extend this time period.

MINNESOTA LIABILITY DISCLOSURE

If our records assign your account to a branch located in the State of Minnesota, you may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of Minnesota Statutes § 47.69, and may recover, in addition to actual damages or \$500.00, whichever is greater, punitive damages when applicable, and the court costs and reasonable attorney’s fees incurred.

BUSINESS DAYS

Bank “business days” are Monday through Friday. Federal holidays are not included.

CONFIDENTIALITY

We will disclose information to third parties about your account as permitted by law or the transfers you make:

- 1. where it is necessary for completing transfers; or
- 2. in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- 3. in order to comply with government agency or court orders; or
- 4. if you give us your written permission; or
- 5. according to our privacy pledge, which generally permits us to share information with companies that perform marketing or other services on our behalf.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call U.S. Bank 24-Hour Banking at a number on the last page, visit any U.S. Bank branch or write us at the address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1. Tell us your name and account number (if any).
- 2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your dispute or question in writing within ten business days. We will determine whether an error occurred within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your dispute or

question. If we decide to do this, we will credit your account within ten business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your dispute or question in writing and we do not receive it within ten business days, we might not provisionally credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your dispute or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation. Write to us at:

**U.S. Bank
EP-MN-WS5D
60 Livingston Ave.
St. Paul, MN 55107**

Error resolution and contact information with respect to online and mobile banking services is provided in our *Digital Services Agreement*. The online banking site may be accessed by going to the U.S. Bank web site at usbank.com and following the directions to log in to online and mobile banking. More detailed information is available on request.

**NOTICE OF ATM/NIGHT DEPOSIT FACILITY
USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful:

- 1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- 2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Do not leave them at the ATM or night deposit facility because they may contain important account information.
- 3. Compare your records with the account statements you receive.
- 4. Do not lend your ATM card to anyone.
- 5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- 6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don’t tell anyone your PIN. Don’t give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don’t write your PIN where it can be discovered. For example, don’t keep a note of your PIN in your wallet or purse.
- 7. Prevent others from seeing you enter your PIN by using your body to shield their view.
- 8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received

about electronic fund transfers for additional information about what to do if your card is lost or stolen.

- 9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
- 10. Do not accept assistance from anyone you do not know when using an ATM or night deposit facility.
- 11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- 12. Do not display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- 13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver’s window. Keep the engine running and remain alert to your surroundings.
- 14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and local law enforcement officials immediately.

**ELECTRONIC BANKING AGREEMENT
FOR BUSINESS CUSTOMERS**

This section governs transactions initiated by you or your employees using a U.S. Bank Business Debit Card or ATM Card, or other U.S. Bank card products offered to business customers from time to time by U.S. Bank (“Business Debit Card(s)”). Your use of business debit cards is subject to the fees and terms of your checking and savings accounts as set forth elsewhere in this Agreement and in related brochures and fee schedules, which are available at any branch in your state. Some ATM networks impose an additional transaction fee unrelated to our fees and charges and may be assessed to your account. Other electronic transactions against your account, whether or not initiated or authorized by you will be governed by the specific Agreement between us related to such transactions and/or all applicable rules and regulations governing such transactions, including without limitation, the rules of the National Automated Clearing House Association (NACHA) as may be amended from time to time.

Under NACHA rules we cannot return an unauthorized electronic transaction (ACH debit) unless you notify us no later than 5:00 p.m. Central Time on the business day following the settlement date of the transaction. Otherwise, your sole recourse is to the originator of the transaction.

ACCOUNT ACCESS

Any business debit card or personal identification number (PIN) issued to or selected by you, except sole proprietors who choose to have a sole proprietor business debit card, may access only related business

checking or business savings accounts (for example, accounts with the same name or tax identification number). Sole proprietor business debit cards, however, can access up to five checking accounts, five savings accounts, and five line of credit or credit card accounts through Expanded Account Access. Sole proprietor cards may access business and personal accounts. For more information on Expanded Account Access, see the Consumer Electronic Banking Agreement.

Access methods will differ depending on the business debit card selected by you and approved by us. All business debit card services may not be available depending on the access method selected.

LIMITS ON TRANSFERS

New Accounts

Generally, you cannot make deposits at a non-U.S. Bank ATM. If we permit a deposit at an ATM that is not identified as ours with the U.S. Bank name, your deposit will not be available until the fifth business day after the day of deposit.

Security

For security reasons, there are limitations on the transactions that you may perform with any of your U.S. Bank Business Debit Cards or U.S. Bank Business ATM Cards, per day. There are limitations on the number of transactions that can be performed per day and the limits may vary. For security reasons we do not disclose these limits. There are limitations on the dollar amount of cash withdrawals at ATMs and/or cash that you receive from merchants over the amount of your purchase. There are also limitations on the total dollar amount of purchases at merchants and/or cash advances at Visa® member banks you may perform during each 24-hour period beginning at 4:30 p.m. Central Time. Our standard transaction limits for business ATM cards are \$500.00 per day for cash withdrawals and \$2,500.00 per day for purchases. Our standard transaction limits for business debit cards are \$500.00 per day for cash withdrawals and \$10,000.00 per day for purchases and/or cash advances at banks. Our standard transaction limits for receiving money through your U.S. Bank Debit Card are \$3,000.00 per transaction and \$10,000.00 per day. We may change these limitations based on periodic risk assessments and we reserve the right to make such changes without notice to you. Transfer limits are also subject to temporary reductions to protect the security of customer accounts or transfer systems.

Debit Card Transactions

When you use your U.S. Bank Business Debit Card (Debit Card) for payment, the merchant requests U.S. Bank to authorize the transaction amount. We rely on the merchant to inform us if a debit card transaction is a one-time or a recurring transaction. At the time of the request, we authorize (promise to pay) or decline the merchant’s request. If we authorize (promise to pay) we will reduce your Available Balance by the amount of the merchant’s authorization request. Some merchants (e.g., hotels, restaurants, gas stations, car rental agencies) request an authorization that is an estimated amount of the anticipated purchase instead of the full purchase amount. As a result, the reduction of your Available Balance may be less or greater than the final debit card transaction amount presented for payment. It is important to note that your Available Balance may change between the time a debit card transaction is authorized and when the debit card transaction is presented for payment.

Debit card authorizations will be reflected as pending transactions from the time we receive the authorization until the merchant presents the item for payment, a completion message is received, or three business days, whichever occurs first. If the debit card authorization has not been presented for payment after three business days, it will be removed from your pending transactions and your Available Balance will no longer be reduced by the authorization amount. Due to prior authorization (promise to pay), if the debit card transaction is presented for payment at a later date we will pay the item regardless of your Available Balance.

If any debit card transaction results in a negative Available Balance at the time it is presented for payment—even if your Available Balance was positive at the time the debit card transaction was authorized—you may be charged an Overdraft Paid Fee. For more information on Available Balance please see the section titled **INSUFFICIENT FUNDS AND OVERDRAFTS**.

Please know, it is your responsibility to ensure your account has a sufficient Available Balance to cover all transactions you conduct. We recommend keeping a record of your balance and deducting every transaction at the time you initiate it.

Account Access at Automated Teller Machines

You may use any of your Business Debit Cards (except as noted below in **Employee Debit Cards and ATM Cards**) to make the following transactions at ATMs:

- Make cash withdrawals from your checking and savings accounts. Cash denominations vary by ATM.
- Get cash advances from your credit card or line of credit account. (Refer to your cardmember agreement for any cash advance fees and finance charges that may apply.)
- Deposit funds to checking and savings accounts associated with your card. Deposit up to 30 checks and 50 bills in a single transaction. Instant availability for cash deposits if deposited before 6:00 p.m. local time in a non-envelope deposit ATM.
- Transfer funds from your account associated with your card.
- Make payments to credit card or line of credit accounts from a deposit account associated with your card.
- Check the current balance of your linked checking, savings, credit card and line of credit accounts.
- Request a statement showing your most recent deposit account transactions. (Refer to your account fee disclosures regarding any fees for purchasing statements at ATMs.)
- Change your ATM or debit card PIN.
- Make certain charitable contributions from a deposit account associated with your card.

Some of these transactions are not available at all ATMs.

Purchases at Merchants

You may use any of your Business Debit Cards (except as noted below in **Employee Debit Cards and ATM Cards**) to make purchases at Visa® merchants that accept debit cards. You may use any of your business debit cards to make purchases by entering your PIN at participating merchants. You may also get cash from a merchant, if the merchant permits. Purchases made with your card will result in debits to your “primary” checking account. These transactions will be itemized on your monthly statement, including the merchant name, location, the date of purchase and the amount of the purchase.

Employee Debit Cards and ATM Cards

Business debit cards issued to employees only allow ATM deposits at an automated teller machine. They do not allow ATM cash withdrawals. Employee ATM cards do not have purchase access at merchants.

Other Electronic Transactions

In addition to transactions initiated by using your business debit card, there are other electronic banking transactions that you may arrange through your account. These include:

- Telephone/personal computer activated transfers of funds from your accounts with us to other accounts with us or to third parties. These include but are not limited to transfers made by telephone, text, online and mobile banking.
- Automatic transfer of funds between checking and savings accounts.
- Automatic periodic payments to third parties or us from checking or savings accounts (for example, monthly mortgage payments, installment loan payments, insurance payments, utility payments).
- Direct deposit to checking or savings accounts (for example, payroll checks, social security payments).
- Electronic check conversions from your checking account using a blank, partial or fully completed personal check at merchant locations.
- Payments made to your account through your U.S. Bank Debit Card.
- You can also use any of your Business Debit Cards to obtain a cash advance from your checking account at any Visa® member bank anywhere in the world.

FEES

We will charge you fees for electronic fund transfers in accordance with the information found in our *Business Pricing Information* brochure. The fees may be changed at any time, subject to our giving you any notice required by law.

ATM Surcharges. When you use an ATM that is not identified as ours with the U.S. Bank name, and the ATM does not participate in the MoneyPass® Network, you may be charged a fee by the ATM operator or any network used to complete the transfer. To find MoneyPass ATM locations, please visit www.moneypass.com.

USING YOUR CARD FOR INTERNATIONAL TRANSACTIONS

You may use your business debit card for retail purchases with international merchants, for international cash advances and all transactions performed at international ATMs that bear any of the network logos found on your card. Refer to our *Business Pricing Information* brochure for fee information. (This brochure can be obtained by stopping into a U.S. Bank branch. We may block transactions in certain foreign countries. Call us at 800.673.3555 for more information.) Some merchant and ATM transactions, even if you and/or the merchant or ATM are located in the United States, are considered international transactions under the applicable network rules, in which case we will add International Processing Fees to those transactions. U.S. Bank does not control how these merchants, ATMs, and transactions are classified for this purpose. If

the transaction requires a currency conversion, the exchange rate in effect when processed may differ from the rate in effect on the date of the transaction or the date of the posting to your Account.

Transactions processed through the Visa® system will be converted according to the applicable rules established by Visa®. The foreign currency transaction will be converted to U.S. Dollars by multiplying the amount of the foreign currency times (a) a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or (b) the government-mandated rate in effect for the applicable central processing date. For transactions processed through other networks, the international currency transaction will be converted by that network in accordance with their rules.

Additional fees may apply. If you need to contact us about your card while outside of the United States, call us collect at 503.401.9991.

BALANCE REQUIREMENTS

Transactions using your business debit card will be completed only if sufficient funds are available in the applicable account balance, overdraft protection or other linked credit facility to fully perform the transaction.

UNAUTHORIZED TRANSACTIONS AND LOST OR STOLEN CARDS AND SECURITY

You are solely responsible for maintaining the security of your business debit cards and PINs and their use by you and your employees and other agents. You shall be liable for the acts of your employees and agents related to your business debit cards, including business debit card applications and other service requests. If you provide another person with the means to perform transactions related to your accounts using your business debit card or PIN, any resulting transactions will be treated as if they were performed and authorized by you.

You are generally protected from all liability for unauthorized use of your business debit card.

The U.S. Bank Zero Liability policy is subject to certain conditions. If we determine that the unauthorized transaction was caused by your gross negligence or fraud, the U.S. Bank Zero Liability policy will not apply. You still need to report the loss or theft of these cards, PINs, and any unauthorized transactions to us as soon as you can. This is necessary so you can get any unauthorized transactions reversed, prevent further unauthorized transactions, and avoid liability for subsequent purchases we could have prevented had you given us notice.

You must report an unauthorized debit card transaction to us within a reasonable time, not to exceed 60 days, from the day we send or make your account statement available to you on which an unauthorized transaction is first reported. If you fail to give us notice of an unauthorized debit card transaction within 60 days of when we first deliver a statement to you that discloses that unauthorized transaction, you will be liable for all debit card transactions that occur after that 60-day period expires if we could have prevented such transaction had you reported it to us within the 60-day period.

Please be aware that consumer rights governed by the Electronic Fund Transfer Act do not apply to business accounts and we are not

liable to reimburse you for unauthorized or erroneous transactions that may occur on your business account via electronic fund transfer.

If you believe that an erroneous or unauthorized transaction has occurred using your business debit card, or if your card has been lost or stolen, or if you want to cancel a business debit card issued to you or your employee/agent, or if you want to change your PIN, you must immediately telephone us at:

U.S. Bank Fraud Liaison Center 877.595.6256

U.S. Bank 24-Hour Banking	
Cincinnati Metro Area:	513.632.4141
Denver Metro Area:	303.585.8585
Milwaukee Metro Area:	414.765.4636
St. Louis Metro Area:	314.425.2000
Minneapolis/St. Paul Metro Area: 612.USBANKS (872.2657)	
Portland Metro Area:	503.USBANKS (872.2657)
All Other Areas:	800.USBANKS
Outside the U.S.:	503.401.9991 (call collect)

U.S. Bank Business Service Center	
Monday - Friday:	8:00 a.m. to 8:00 p.m. CT
Saturday:	8:00 a.m. to 6:30 p.m. CT
Minneapolis/St. Paul Metro Area:	651.244.7770
All Other Areas within the U.S.:	800.673.3555
Outside the United States:	503.401.9992

U.S. Bank Fraud Liaison Center 877.595.6256

U.S. Bank accepts relay calls.

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Exhibit “E”



U.S. Bank Services

Terms and Conditions

Thank you for choosing U.S. Bank Services. This document provides product information, disclosures and descriptions of the Global Treasury Management, Foreign Exchange, Money Center and Safekeeping Services ("Services") available at U.S. Bank. Other documents may become part of our Agreement depending on the Services selected. Please read all documents carefully; they will govern the Services provided to you, the Customer.

Customer shall not be bound by the terms and conditions for specific Services to the extent Customer is not using such Service(s).

U.S. Bank National Association

Member FDIC

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I. INTRODUCTION

1. Definitions.

a. "Agent" means any director, officer, employee, representative, affiliate, third-party vendor or any other person or automation acting on behalf of the Customer with the actual, implied or apparent authority of Customer. Bank may rely on any grant of authority until it receives written notice of its revocation and is given a reasonable amount of time to act upon such notice.

b. "Bank" means U.S. Bank National Association and each subsidiary or affiliate of U.S. Bank that provides Services to Customer.

c. "Business Day" means any day on which a majority of Bank's offices are open to the public for substantially all banking functions. Saturdays, Sundays, federal or state holidays or any day recognized by a Federal Reserve Bank as a holiday shall not be considered a Business Day, even if Bank's offices are open.

d. "Customer" means the business entity, and any parent company, subsidiary or affiliate, for whom Bank provides a Service.

e. "Service" or "Services" means one or more global treasury management, foreign exchange, or money center and safekeeping services offered by Bank.

f. "Written," "writing" and other like terms mean, unless otherwise provided or required by context, both paper and electronic forms of communication such as emails, faxes, digital images and copies, electronic notices capable of being stored and printed, and similar electronic versions. To the extent permitted under applicable law or regulation, signatures may be made and delivered electronically, whether digitally or otherwise, which shall have the same legal validity and enforceability as manually executed signatures and are binding on the parties. The parties may rely on electronic forms of documents subject to any applicable law, regulation, or rule.

2. Other Agreements, Laws and Regulations. These terms and conditions and the Master Services Agreement (or existing Treasury Management Service Agreement or equivalent document executed by Customer) are collectively referred to herein as the "Agreement". The Services are provided to Customer subject to the following other documents, laws and regulations, which are hereby incorporated into and made part of this Agreement:

a. the setup materials, user guides, and any supplement thereto required by Bank to implement a specific Service (referred to in the Agreement as the "Implementation Documents");

b. the most current fee and availability schedule and other fee disclosures provided to Customer, including account statements;

c. the provisions of the then-current deposit account agreement and accompanying disclosures, which govern deposit accounts and other depository services;

d. the Uniform Commercial Code, as enacted in the State of Minnesota;

e. any applicable automated clearinghouse operating rules, including, without limitation, the National Automated Clearing House Association Operating Rules and Guidelines (the "NACHA Rules"), the Real-Time Payments Operating Rules, and the rules promulgated by the Electronic Check Clearing House Organization (the "ECCHO Rules") and The Clearing House; and

f. federal, state and local laws and regulations applicable to Bank or Customer, including, without limitation, Regulation CC promulgated by the Board of Governors of the Federal Reserve System, 12 CFR Section 229.1, et seq. ("Regulation CC"), all Operating Circulars promulgated by the Board of Governors of the Federal Reserve System, and the regulations overseen by the Office of Foreign Assets Control ("OFAC").

3. Change of Terms. Bank may change the terms of this Agreement at any time upon reasonable written notice to Customer or by any other method permitted by law. Customer's continued use of the Services after the effective date of any change to the terms shall be deemed Customer's consent to the revised terms. Any other variations to this Agreement must

be in writing and executed by Bank. In the event performance of the Services in accordance with the terms of this Agreement would result in violation of any present or future statute, regulation, government policy, or relevant clearing or central bank agreements or settlement systems to which Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, policy, agreement or systems, and Bank shall incur no liability to Customer as a result of such violation or amendment. No course of dealing between Bank and Customer will constitute a modification of this Agreement or constitute an agreement between the Bank and Customer regardless of whatever practices and procedures Bank and Customer may use.

4. No Third-Party Beneficiaries/Third-Party Claims. Services provided by Bank are for the sole and exclusive benefit of Customer, and no other persons or organizations shall have any of the rights and remedies arising under this Agreement. Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities and damages of third parties of any nature whatsoever, including, without limitation, reasonable attorney fees and court costs at trial or appeal arising directly or indirectly from any Service delivered to Customer pursuant to this Agreement.

5. Images. Bank may create a microfilm, optical disk, or other electronic image of the Agreement or Implementation Document. Bank may store the electronic image of such Agreement and/or Implementation Document in its electronic form and then destroy the paper original as part of Bank's normal business practices, with the electronic image deemed to be an original.

6. Foreign Account Tax Compliance Act. If a payment made by either party under this Agreement is or could become subject to the U.S. Federal withholding tax imposed by Sections 1471 through 1474 of the Internal Revenue Code of 1986, as amended ("FATCA"), then (i) each party shall provide to the other party such information, and shall disclose to the applicable governmental authorities such information, as may be required in order for such party to comply with all applicable requirements of FATCA and to determine that the other party has complied with FATCA, and (ii) a party that fails to comply with FATCA shall indemnify the other party for all costs, damages, and liabilities arising out of such party's failure to comply with FATCA. Customer is responsible for providing Bank with all necessary documentation to establish that payments to Customer are exempt from FATCA withholding.

7. Disclaimer of Warranties. BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND OF MERCHANTABILITY, EITHER TO CUSTOMER OR TO ANY OTHER PARTY, WITH RESPECT TO THE SERVICES PROVIDED BY BANK OR ITS AGENTS OR WITH RESPECT TO SOFTWARE PRODUCTS PROVIDED OR MADE AVAILABLE TO THE CUSTOMER FOR ITS USE BY BANK IN CONNECTION WITH THIS AGREEMENT AND ANY SERVICE.

II. TERMS APPLICABLE TO ALL GLOBAL TREASURY MANAGEMENT, FOREIGN EXCHANGE AND MONEY CENTER AND SAFEKEEPING SERVICES

1. Services. Bank may provide Services that are not specifically included in the Services section of this Agreement. By accepting and using any Service, Customer agrees that the Service will be governed by this Agreement and any other conditions communicated to Customer by Bank. Certain Services included in this Agreement may not be available or may not be provided in certain market areas.

2. Proprietary Information. Customer acknowledges that this Agreement, all related documentation and computer programs and systems used in providing Services, and all information related thereto constitute proprietary property of Bank that is of great commercial value. Customer agrees that it shall not acquire any proprietary interest or rights therein as a result of its use of the Services and shall keep all such proprietary information strictly confidential.

3. Representations and Warranties. Customer and Bank each represent and warrant to the other, as of the date this Agreement is entered into and at the time any Service is used or performed, that: (a) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement and each Service used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed by it has been obtained; and (e) the Services received are for business use only and are not primarily for personal, family or household use. In addition, Customer represents and warrants to Bank that this Agreement will not violate: (i) any law, rule, regulation, order, writ, judgment, injunction, decree or award binding on Customer; or (ii) the provisions of any agreement to which Customer is a party or is subject, or by which it, or its assets, is bound, or conflict with or constitute a default thereunder.

4. Financial Review. Bank's willingness to provide Services to Customer is dependent on the Customer's financial condition. Customer's financial condition is subject to review by Bank from time to time, and such reviews must be satisfactory to Bank in its sole discretion and opinion. Customer shall, upon request, provide to Bank any such information as Bank may require to perform any such review. Customer's failure to meet such standards or provide such information or assistance when requested shall constitute a breach of this Agreement and shall permit Bank to cease providing Services upon written notice to Customer.

5. Fees. Unless otherwise agreed to by Bank in writing, Customer shall pay Bank the fees, charges and assessments set forth for the Services provided in the most current fee schedules and other fee disclosures provided to Customer (including account statements), plus additional fees and expenses for extraordinary Services. The price schedule for each Service shall be deemed accepted by Customer upon provision of the Service to Customer. In addition, Customer shall pay Bank the amount of any taxes levied or leased on fees charged pursuant to this Agreement, including, without limitation, federal, state, or local privilege excise or sales taxes based on gross revenue, any taxes or amount in lieu thereof paid or payable by Bank, excluding Bank's income taxes and any assessments charged to Bank directly as a result of providing the Services. Bank may change the amount or type of service charges from time to time. Fees for Services used by Customer may be charged in full to Customer's account(s) or may be offset through account analysis by applying earnings credit to Customer's service charges to determine a single monthly net service charge. The applicable earnings credit rate is established by the Bank and will change from time to time without advance notice to Customer. Customer's net service charge could be zero if such earnings credit exceeds total charges in a given month, however excess earnings credits are not refundable as a payment and unused earnings credits shall be forfeited according to a schedule established by Bank or agreed to by the parties. If Customer's earnings credit is insufficient to offset the amount due hereunder, Customer agrees to pay such amount to Bank upon demand. If the earnings credit rate for Customer's account(s), or the index or other referenced rate upon which the earnings credit rate is based, is at any time less than zero percent, Customer agrees to pay all

amounts of the negative earnings credit or fees imposed by Bank as compensation for the negative earnings credit rate. Customer authorizes Bank to debit Customer's account(s) with Bank for any and all fees, expenses or other charges owed by Customer to Bank under this Agreement.

6. Deposit Accounts. Most Services require that Customer maintain one or more deposit accounts with Bank. All checks, wire transfers, ACH payments and other items deposited into such accounts are provisionally credited and taken subject to later verification by Bank and Bank's receipt of final settlement. Deposited items that are deposited and later returned unpaid will be charged against the account without prior notice. Customer agrees to pay Bank for any overdraft or overpayment in any of Customer's accounts. If the interest rate for any of Customer's deposit accounts, or the index or other referenced rate upon which the interest rate for such accounts is based, is at any time less than zero percent, Customer agrees to pay Bank all amounts of the negative interest or fees that Bank imposes as compensation for the less-than-zero interest rate. Customer authorizes Bank to charge any account Customer maintains with Bank for any amount remaining due under this Section.

7. Security Interest. Customer grants to Bank a consensual possessory security interest in Customer's deposit accounts maintained with Bank and the funds held therein to secure payment of all of Customer's obligations under this Agreement.

8. Accuracy and Timeliness of Information. Bank will use reasonable efforts to provide the information requested through the Services in a prompt fashion but shall not be liable for temporary failure to provide timely information. In such event, Customer shall be responsible for carrying out banking business through alternative delivery channels. Bank shall not be liable for any inaccurate or incomplete information with respect to transactions which have not been completely processed or posted to Bank's systems prior to being made available pursuant to the Services.

9. Authorized Signers and Users. Customer shall appoint certain Authorized Signer(s) in the Master Services Agreement or in such other format or document as may be agreed by Bank. Customer agrees that Authorized Signers shall be authorized to act on behalf of Customer in all actions taken under this Agreement and may enter into all transactions contemplated in this Agreement, including, without limitation, selecting Services for the benefit of Customer, appointing initial system administrator(s), and signing additional documentation that may be necessary to implement Services and giving instructions with regard to any Service, including, without limitation, wire transfers, ACH transfers and other electronic or paper transfers from or to any account Customer maintains with Bank. The Authorized Signer(s) or Customer's designated system administrator(s) shall appoint Agents to access or use the Services provided for the benefit of Customer ("Authorized Users"). Authorized Users may act on behalf of Customer for a particular Service in accordance with the relevant Implementation Documents or other document(s) establishing the Authorized Users' responsibilities or in accordance with the authority granted by Customer. Customer may revoke the authority of or change the Authorized Signers at any time upon prior written notice and execution of additional documentation required by Bank. Such change or revocation shall not be binding upon Bank until it has received the required written notice and has had a reasonable opportunity to act thereon. In any event, Bank may act on instructions that it believes in good faith were provided by an Authorized Signer or Authorized User, or anyone purporting to be an Authorized Signer or Authorized User.

10. Forms Approval and Service Implementation. Bank reserves the right to approve the form of Customer's checks, drafts, deposit slips and similar documentation. Prior to initiating a new account or Service, or at any other necessary time, Customer agrees to provide all information and conduct any test that Bank may reasonably request, including, without limitation, completing Implementation Documents and signature cards, providing corporate resolutions and other documents, and assessing test tapes and transmissions. Customer acknowledges that Services will not commence or continue until such time as an approved item or test is provided to Bank and determined by Bank to be satisfactory. Customer shall be responsible for initial product installation, whether or not Bank provides telephone or on-site installation support.

11. Security Procedures.

a. Introduction. Customer agrees that Bank may select, in its sole discretion, security procedures that must be used in connection with certain Service(s). Customer acknowledges and agrees that it has been informed of and understands Bank's security procedures, and that such security procedures are commercially reasonable. Customer agrees that its use of Bank's security procedures constitutes its agreement to such security procedures, regardless of whether Bank has communicated such security procedures to Customer. Customer represents and warrants that it will comply with Bank's security procedures. Customer agrees to be bound by any payment order, transaction or service change order that is acted upon by Bank in accordance with such security procedures. Customer understands that the security procedures are not intended for the purpose of detecting errors in the transmission or content of information controlled by Customer. If Customer selects certain security procedures to use in connection with a Service and those security procedures provide less protection against unauthorized transactions or activity than other security procedures offered by Bank in connection with such Service, the security procedures selected by Customer shall be deemed commercially reasonable to the same extent as the security procedures offered by Bank that provide greater protection. Customer acknowledges that, in order to meet the constantly evolving threat of account fraud, the Bank's security procedures also need to evolve over time. Bank reserves the right, and Customer agrees that Bank shall have the right, in its sole discretion, to issue new security procedures and/or to cancel or change any security procedures by giving verbal or written notice to Customer. The new or changed security procedures shall become effective upon notification unless Bank provides an effective date to Customer. Customer agrees that its use of such new or changed security procedures constitutes its agreement: (i) to use the new or changed security procedures, regardless of whether Bank has communicated the new or changed security procedures to Customer, and (ii) that such new or changed security procedures are commercially reasonable. Bank also reserves the right to periodically audit Customer's security procedures and information technology processes, and to mandate controls or suspend Services until Customer complies with such security procedures.

b. Access. Customer shall be solely responsible for designating authorized access to Services. Access to Services may be controlled through the use of user IDs, personal identification numbers, passwords, digital certificates/signatures, biometric authentication, private keys or other security devices ("Codes"). Customer is solely responsible for maintaining its own internal security and agrees to use the utmost care in selecting any company, individual or automation given access to one or more of the Services. Codes that are assigned to individual Authorized Users shall not be shared with any other person, including other Authorized Users and Customer shall not disclose any information regarding the Services that an unauthorized user would find helpful to obtain access to all or part of any Service. Customer assumes all risk of accidental disclosure or inadvertent use of any Codes, whether such disclosure or use arises out of Customer's negligent or deliberate acts or otherwise. If Customer or its Agents has reason to believe that any security procedures or Codes have or may become known by unauthorized persons (whether or not employed by Customer) or if Customer believes its network or computer systems have been compromised or its computers infected, Customer shall immediately notify Bank by telephone and confirm such verbal notification in writing to Bank within 24 hours. Bank will replace the security procedures and/or Codes in accordance with Bank's procedures. Customer shall be solely responsible for funds transfer instructions and other communications or transactions initiated before Bank received Customer's notice and had a reasonable time to act on such notice. Customer agrees to defend, indemnify and hold Bank harmless from and against any claims, losses, damages, costs, expenses, fines and other liabilities arising out of Customer's failure to maintain the security and confidentiality of the Codes or arising out of the unlawful use of any website or portal by Customer or any person or automation that obtains access to a website or portal using the Codes.

c. Confidentiality. Customer and Bank represent, warrant and mutually agree that all confidential information concerning the other party or parties that comes into its possession in connection with any of the Services will be maintained in strictest confidence and shall not be used or divulged to

any other party except as may be necessary or advisable for the due performance of any of the Services, as required by applicable law, or as otherwise agreed or consented to by the parties. Bank shall maintain physical, electronic, and procedural safeguards to keep Customer's confidential information secure. Customer's obligation to maintain the confidentiality of all security procedures shall survive the termination of any Service or this Agreement. Customer acknowledges that certain Services may involve the handling of confidential consumer information that may be subject to privacy laws and regulations, including unauthorized access or breach notification regulations. Customer agrees to notify Bank immediately if Customer sends or receives protected health information that requires the execution of a business associate agreement.

d. Verbal or Written Instructions. For some Services, Bank may choose to honor Customer's request to give Bank verbal or written instructions regarding the Services. Customer agrees that Bank may in good faith rely on such verbal or written instructions that purport to come from an authorized Agent of the Customer without independent verification by Bank.

e. Fraud prevention measures. Bank offers certain products, Services and security procedures, such as Positive Pay, account blocks or filters, and multi-factor authentication, that are designed to detect or deter fraud. Failure to use such products, Services or security procedures could substantially increase the likelihood of fraud. If Customer fails to implement any of these products, Services or security procedures, or if Customer fails to follow these or other precautions reasonable for its particular circumstances, Customer agrees that, except with respect to liability, loss or damage caused by Bank's own lack of good faith or failure to exercise ordinary care: (i) it will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, Service, security procedure or precaution was designed to detect or deter; (ii) Bank will not be required to re-credit Customer's account or otherwise have any liability for paying such items; and (iii) Customer will pay all costs and expenses incurred by Bank for all efforts undertaken by Bank to recover any losses incurred by Customer.

f. Waiver of Security Procedures. Customer, after having been offered Bank's security procedures, may request that payment orders, transactions, or services orders be authenticated using a different security procedure. Bank, in its sole discretion, may elect to permit Customer to use such a security procedure. In such circumstances, Customer agrees that it shall be bound by any payment order, transaction, or service order authenticated by its selected security procedure whether or not such payment order, transaction, or service order is properly authorized.

12. Unsecured Electronic Transmissions and Instructions. Bank shall transmit to Customer information related to Services via secure electronic transmissions. If Customer elects to send or receive instructions or reports from Bank via unsecured electronic means, including, without limitation, facsimile transmission, voice mail, unsecured email, pager or other unsecured electronic or telephonic methods ("Electronic Transmission"), Customer acknowledges that such Electronic Transmissions are inherently insecure communication methods due to the possibility of error, delay and observation or receipt by unauthorized personnel. Bank may rely in good faith on Customer's instructions regarding how and to what number or email address Electronic Transmissions should be sent and may rely on any Electronic Transmission that it reasonably believes to have been initiated by the Customer. Should Customer elect to send or receive unsecured Electronic Transmissions to or from Bank, Customer assumes all risks, and Bank shall not be liable for any loss, that results from the nonreceipt, disclosure, alteration or unauthorized access of any such unsecured Electronic Transmission.

13. Account Blocks and Filters. ACH debit blocks and check blocks prevent ACH debits and checks from posting to Customer's account. ACH filters and check filters enable Customer to set various criteria to authorize certain transactions to post to Customer's account while excluding others. If an ACH debit or check filter is established by Customer, any ACH debit entry or check presented that does not specifically meet the criteria will be dishonored or sent back to the originator of the transaction. Customer acknowledges that the effectiveness of the filters is dependent on the accuracy and timeliness of the information provided by Customer. In addition, Customer acknowledges that payments to Bank and certain

Bank-approved vendors cannot be blocked and that certain ACH transactions such as returns, settlements or adjustments cannot be blocked per NACHA Rules. If Customer desires to modify a block or filter setting, Customer shall notify Bank at least 72 hours in advance of the changes taking effect.

14. Computer Equipment and Software. Many Services require the use of computer hardware and software or other equipment. Customer is responsible for maintaining its computer and equipment (including those provided by or through Bank for use with Services) in good working order. Customer shall ensure that computers and other equipment have the necessary compatibility and format to interface with Bank's systems, including, without limitation, the ability to support the Bank's security procedures. Customer agrees to install upgrades and other system enhancements within a reasonable time after being requested to do so by Bank. License agreements for necessary software shall either be embedded in the software or separately documented. Customer agrees to comply with all applicable software license agreements, whether or not such agreements have been executed by Customer. Customer has no rights or ownership in any software provided by or through Bank and shall not transfer, copy, alter, modify, reverse engineer, reproduce, or convey in any manner, in whole or in part, any such software. Customer shall return all software and user manuals associated with any software upon request. Bank makes no representations or warranties with respect to any equipment or software provided by Bank.

15. Transactions on Non-Business Days/Cutoff Times. Transactions, deposits, payment orders, entries or other requests by Customer received by Bank on a non-Business Day, after established cutoff deadlines, or during a maintenance window may be treated by Bank as received on the next Business Day or may not be processed at all. Bank may change any cutoff time or other deadline at any time. Bank will make a reasonable effort to notify Customer of any changes in advance.

16. Customer-Initiated Transactions and Instructions. Bank will honor Customer's transactions and instructions (including adjustments, amendments and cancellations) only when Customer has complied with this Agreement and related policies and procedures. Bank will be under no obligation to honor, either in whole or in part, and may, in its sole discretion, delay, suspend or reject any transaction or instruction that:

- a. exceeds Customer's collected or available funds on deposit with Bank;
- b. Bank has reason to believe may not be authorized by Customer;
- c. involves funds subject to a hold, dispute or legal process preventing their withdrawal;
- d. violates any provision of any applicable regulation of the Federal Reserve Bank or any other federal, state or local regulatory authority;
- e. requires Customer, at Bank's sole discretion, to complete an additional security procedure due to characteristics of such transaction or instruction before processing;
- f. requires Bank to complete regulatory or legal clearance requirements, such as OFAC screening; or
- g. Bank has reasonable cause not to honor, for the protection of either Bank or Customer.

17. Inconsistent Name and Account Number. If Customer or third party acting on Customer's instruction initiates a fund transfer instruction or payment order ("Payment Order") to Bank that describes the person to receive the proceeds of such Payment Order (the "Beneficiary"), the Beneficiary's bank, or an intermediary bank by name and an account or other identifying number, Bank and subsequent parties to the Payment Order, including the Beneficiary's bank, may rely on and act solely on the basis of such number, even though the name and number do not agree and even though Bank and subsequent parties know or have reason to know of the inconsistency. Customer's obligation to pay the amount of the Payment Order to Bank is not excused in such circumstances. With respect to incoming Payment Orders that do not include an account number recognizable to Bank, Bank may return the Payment Order to the sending financial institution without incurring any liability to Customer.

18. Intercompany Services/Authority to Transfer or Commingle Funds. In the event that Customer lists entities in an appendix to the

Master Services Agreement or in any other document, or otherwise requests Bank to provide Services to a parent company, subsidiary, affiliate, or other commonly owned company, Customer agrees that it shall be jointly and severally liable for such company's obligations under this Agreement. Customer hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Service or requested by Customer, and all other aspects of the performance hereby by Bank and Customer, have been duly authorized by all necessary parties, including, without limitation, the account holder of each account, and that Customer has obtained and shall maintain in its regular business records and make available to Bank upon reasonable demand, for a period of seven (7) years after termination of the Service, adequate documentary evidence of such authorization from the account holder of each account, executed by the duly authorized officer(s) of each such account holder in accordance with that account holder's bylaws and/or board resolutions. Customer further represents and warrants that each transfer or commingling of funds authorized hereunder is not in violation of any agreement, bylaw or board resolution of Customer or any of its affiliates or subsidiaries, nor is it in violation of any applicable federal, state, local law, regulation, of any decree, judgment, order of any judicial or administrative authority. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon Bank's effecting each transfer and commingling of funds authorized hereunder.

19. Customer Records. This Agreement and the performance of Services by Bank shall not relieve Customer of any obligation imposed by law, clearinghouse rules (including the NACHA Rules and ECCHO Rules), or by contract regarding the maintenance of records, or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. In addition, Customer shall retain and provide to Bank, upon request, all information necessary to remake or reconstruct any deposit, transmission, file or entry for thirty (30) days following receipt by Bank of the deposit, file, entry, transmission or other order affecting an account.

20. Account Communications and Review Period. Customer agrees to regularly and promptly review and verify all statements, reports, check payment records, wire transfer instructions, confirmations, adjustments, charges, and other transactions ("Account Communications"). Customer may receive or access Account Communications electronically, including without limitation, delivery by posting to a password-protected website or database. Customer acknowledges that any Account Communication provided by Bank through electronic delivery is deemed to constitute good and effective delivery when posted by Bank, regardless of whether Customer actually or timely receives or accesses such Account Communication. Unless a different review period is specified elsewhere in this Agreement, Customer shall, within a reasonable time, which in no event shall be greater than thirty (30) calendar days following the day Bank first mails, electronically transmits or otherwise makes data available to Customer ("Review Period"), notify Bank of any error or discrepancy between Customer's records and any Bank notice or statement, or any transaction or transfer Customer believes was not authorized. If Customer fails to notify Bank of such unauthorized transaction within the Review Period, Customer agrees that the failure to report any such errors or unauthorized transactions shall relieve Bank of any liability for the unreported erroneous or unauthorized transaction. In accordance with NACHA Rules, Customer must report an unauthorized ACH debit entry to the Customer's account by the established deadline on the Business Day following the settlement date of the unauthorized entry. Otherwise, Customer's sole recourse is to the originator of the transaction.

21. Monitoring and Recording Communications. Customer acknowledges and agrees that Bank, or anyone acting on Bank's behalf, may monitor and/or record any communication between Customer, or its Agent, and Bank, or anyone acting on Bank's behalf, for quality control, security and other purposes. Customer also acknowledges and agrees that this monitoring or recording may be done without any further notice to Customer or its Agent. The communication that may be monitored or recorded includes telephone calls, cellular or mobile phone calls, electronic mail messages, text messages, instant or live chat, or any other communications in any form.

22. Limitation of Bank's Liability for Services. Customer acknowledges that Bank's fees for Services are very small in relation to the amounts of transfers initiated through these Services and consequently Bank's willingness to provide such Services is based on the liability limitations contained in this Agreement. In addition to greater limitations on Bank's liability that may be provided elsewhere in this Agreement, Bank's liability related to any Service shall be limited exclusively to actual proven damages arising directly from its own gross negligence or willful misconduct. Bank will not, under any circumstances, be liable for any special, incidental, indirect, consequential, punitive or similar losses or damages, whether or not the likelihood of such losses or damages was known by either party at the time Customer first obtains Services from Bank or at the time any instruction or order is given to Bank pursuant to any Service, and whether such losses or damages arise from tort, contract, loss of investment opportunity, lost or reduced profits, or otherwise. Bank's maximum liability for any loss of interest shall be calculated using a rate equal to the average Federal Funds rate at the Federal Reserve Bank of New York for the period involved. Notwithstanding the foregoing, Bank shall not be liable for any losses or damages caused, in whole or in part, by the action or inaction of Customer, or any Agent or employee of Customer, whether or not such action or inaction constitutes negligence or a breach of this Agreement. Bank shall not be liable for any damage, cost, loss, liability or delay caused by a force majeure event, including but not limited to, accident, strike, labor dispute, fire, flood, war, riot, terrorist act, government restrictions, exchange or market rulings, market volatility, suspension of trading, equipment breakdown, electrical, telephone, Internet or mechanical failures, acts of nature, epidemic, any cause which is attributable to a third party, or any other cause or event that was beyond Bank's reasonable control whether or not reasonably foreseeable. Customer agrees that the fees charged for the performance of the Services shall be deemed to have been established in contemplation of these liability limitations.

23. Dispute Resolution.

a. Governing Law. Except as otherwise provided herein, this Agreement shall be governed by the laws of the State of Minnesota, without regard to conflicts of law principles.

b. Jury Trial Waiver. To the fullest extent permitted by law, Bank and Customer hereby agree to waive trial by jury in any judicial proceeding involving, directly or indirectly, any matter (whether in tort, contract or otherwise) in any way arising out of, related to or connected with these Services or this Agreement. Bank and Customer represent and warrant to each other that this jury trial waiver is knowingly, willingly and voluntarily given.

c. Jurisdiction and Venue. Customer consents to the jurisdiction of the courts of the State of Minnesota, waives any argument that such venue is inconvenient and agrees to bring litigation commenced in connection with this Agreement in either the District Court of Hennepin County or the United States District Court, District of Minnesota, Fourth Division.

d. Collection Costs. Should Bank have to undertake any action to recover any amount due under this Agreement for the Services, including, without limitation, fees, overdrafts or overpayment, Customer will be liable to Bank for the cost of such effort, plus reasonable attorney fees.

e. Adverse Claims. If Bank receives an adverse claim against any account, and Bank reasonably believes that it will not be protected if the claim is ignored, Customer agrees that Bank may place a hold on the affected account. Any such hold will remain in place only so long as reasonably necessary to resolve the claim or employ legal remedies to allow a court to decide such claim. Assuming compliance with this Section, Bank shall have no liability for dishonored transactions due to the hold, and Customer agrees to reimburse Bank all costs, including reasonable attorney fees, incurred due to such adverse claim.

24. Necessary Third-Party Service Providers.

a. Third-Party Networks. Some Services are provided by Bank through access to a third-party network. Such Services are dependent upon the availability of the third-party network on conditions acceptable to Bank. Bank reserves the right to discontinue the Service or provide the Service through an alternative third-party network and shall have no liability should such network become unavailable. Bank does not warrant and shall not

be responsible for Services received by Customer from any third-party network.

b. Third-Party Vendors. Customer agrees that Bank may, at its sole discretion and at any time without notice to Customer, engage third-party vendors to provide a Service, or portions thereof, to Customer, or to support Bank in its provision of a Service to Customer. Customer acknowledges that Bank's third-party vendors may perform certain functions offshore. Some Services and/or computer equipment and software are provided to Customer by a third-party vendor selected by Customer who is unaffiliated with Bank. In those cases, the third-party vendor is acting as Customer's Agent rather than an agent of Bank, and Customer agrees to be bound by such third party's acts or omissions. Bank does not warrant and shall not be responsible for Services provided by unaffiliated third-party vendors. Customer authorizes Bank to disclose to any third-party vendor of Customer or Bank information concerning Customer to the extent required to deliver the requested Service.

25. Notices. All written notices to Bank shall be delivered or mailed to the address designated by Bank. Notices, including but not limited to, Account Communications sent to Customer shall be delivered or mailed to Customer's current lead account address or other known address if deemed more appropriate by Bank under the circumstances. Notices may be delivered to some Customers in electronic format, including posting to Bank's website, delivery via facsimile to a number on file, or delivery to an electronic mail address on file or used by an Authorized Signer or Authorized User.

26. Severability. To the extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be invalid, illegal or unenforceable, such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without rendering invalid, illegal or unenforceable the remainder of any such provision or the remaining provisions of this Agreement.

27. Waiver. A waiver by Bank or Customer of any term or provision shall not be construed as a waiver of such term or provision at any other time, or of any other term or provision. Bank's waiver of the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions will not affect Bank's right to enforce any of its rights with respect to other Customers or to enforce any of its rights with respect to later transactions with Customer.

28. Assignment. In addition to Section 24 above, Bank may at any time assign or delegate its rights and duties under this Agreement. Customer may not assign or transfer its rights or obligations hereunder to any other person or entity without Bank's written consent, which consent shall not be unreasonably withheld.

29. Termination. Any Services may be terminated by either party upon 30 days' prior written notice to the other. Bank may also terminate or suspend any Services immediately without notice to Customer if any of the following occurs: (a) Customer becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) a material adverse change occurs in Customer's business or financial condition; (c) Bank has reason to believe that Customer has engaged in fraudulent or illegal activity; (d) Customer fails to maintain balances in accounts sufficient to cover overdrafts; (e) Customer violates, or is in default under, the terms of this Agreement or any other agreement with Bank; (f) Customer fails to comply with security procedures or fails to provide information reasonably requested by Bank; (g) Bank determines it is impractical or illegal to provide any Services because of changes in laws, regulations or rules; (h) Bank, in good faith, is unable to satisfy itself that any Services have been properly authorized by Customer; or (i) Bank, in good faith, deems itself insecure. Notwithstanding any termination, the terms of this Agreement shall apply to all transactions which have been initiated prior to termination.

III. TERMS APPLICABLE TO ALL INTERNET-BASED SERVICES

1. Introduction. Bank offers a number of Services over the Internet. If requested by Customer and agreed to by Bank, Bank will grant Customer access to one or more of Bank's Internet Services in the manner established by Bank. Customer agrees that its use of Services from time to time offered by Bank via the Internet (collectively, the "Internet Services") shall be governed by:

- (i) this Section and all other relevant sections of this Agreement, including, without limitation, sections governing the specific Services that are offered online;
- (ii) the other agreements, laws and regulations described in Section I.2 of this Agreement; and
- (iii) the applicable Terms of Use, as defined in Section III.2 below.

2. Terms of Use. Bank may post terms or rules of use ("Terms of Use") governing Customer's use of the Internet Services on Bank's website(s) for accessing such Services. Such Terms of Use shall supplement and amend the terms set forth in this Section. In the event of a conflict between the Terms of Use and the rules set forth in this Agreement, the Terms of Use shall govern. Customer's initial use of an Internet Service shall constitute an acceptance of the Terms of Use posted on the website. Bank may change the Terms of Use for any Internet Service at any time by posting notice of such change via an alert or message on a broadcast or message page of the website ("Broadcast Message"). All changes shall have an effective date. Customer's use of the Internet Service after the effective date of any such change shall constitute an acceptance of the revised Terms of Use by Customer. Customer is responsible for establishing an internal procedure for reviewing the Broadcast Message page on a regular basis to obtain timely notice of changes to the Terms of Use. In the event that a specific Internet Service does not have Broadcast Message capability, Customer will be notified of any changes in accordance with Section II.25 hereof. Neither Bank nor Customer will contest the validity, enforceability, or admissibility of hard copy printouts of the Terms of Use for any website or notices of changes to such Terms of Use provided in accordance with this Section. Copies of such Terms of Use or notices, if introduced as evidence in tangible form in any judicial or administrative proceeding, will be admissible to the same extent and under the same conditions as other business records originated and maintained in documentary form.

3. Security Procedures. Customer agrees to use the Internet Services in accordance with the security procedures established by Bank. Bank reserves the right to reject any transaction or Service request that is not made in accordance with such procedures. Customer shall at all times use a Web browser that supports the level of encryption used by Bank as part of its security procedures. Due to emerging technologies and ensuing changes in security practices, Bank reserves the right to supplement or change its security procedures from time to time upon reasonable notice to Customer. Customer acknowledges and agrees that, notwithstanding anything to the contrary set forth in the Agreement, in matters of security, reasonable notice may be less than a day's notice or even, in some cases, notice after the fact. Customer is solely responsible for maintaining a secure work environment to ensure against the use of Internet Services by unauthorized individuals or unauthorized automated access. Security procedures to be followed by Customer include, without limitation, informing Authorized Users that any passwords should not be shared, securing physical access to the terminals used for Internet Services when an Authorized User has logged in to an application or system and, if applicable, identifying secure methods for controlling authorized automated access to an application or system.

4. System Administrator. Customer shall designate one or more System Administrator(s). The System Administrator shall be responsible for setting up Internet Services and for establishing internal security procedures related to such Internet Services, which may be made available through applications or systems offered by Bank, including, without limitation, accepting delivery of software, system-wide configuration of Bank accounts, appointing Authorized Users, establishing authority levels, authorization requirements and payment limits, and distributing and resetting IDs, passwords and other internal security devices related to the Internet Services. Customer represents and

warrants to Bank that any actions taken by the System Administrator in relation to the Internet Services including, without limitation, the appointment of Authorized Users and the access, automation and privileges granted to such Authorized Users, are duly authorized by Customer.

5. Other Customer Responsibilities.

a. Equipment and Software. Customer is responsible for obtaining (from Bank, in some instances), installing and maintaining the computer and communications equipment (including, without limitation, personal computers and modems), software, Web browsers, Internet access and communications services necessary to access and use the Internet Services in accordance with this Agreement.

b. Use of Internet Services. Customer shall use its access to Internet Services and websites operated by or on behalf of Bank only to conduct its business through or with Bank and agrees to limit access to those Agents who require access to Internet Services.

c. Antivirus Protection. Customer agrees to run antivirus software before transmitting data to or through any website. Customer may use any commercially available, industry recognized antivirus software of the type that detects and disinfects viruses automatically, without the need for the Customer to execute virus scanning for each file manually. Customer shall update its antivirus software on a regular basis and in no event less often than once every week.

d. Anti-malware Protection. Bank may offer complimentary anti-malware software for use with certain Services that is designed to detect, deter or destroy different types of malware. Failure to install anti-malware software offered by Bank could substantially increase the likelihood of fraud and other losses. If Customer fails to install software offered by Bank, Customer agrees that, except with respect to losses caused by Bank's own lack of good faith or failure to exercise ordinary care, it will be precluded from asserting claims against Bank for any losses caused by malware which such software would have detected, deterred or destroyed. Bank will not be required to re-credit Customer's account or otherwise have any liability for such losses.

e. Network Security. Customer agrees to install and utilize current industry-standard network security for its information technology systems that access Services via the Internet. Network security protection includes, but is not limited to, firewalls and intrusion detection systems. For certain Services, Bank may require Customer maintain specific network security protection in order to access the Services.

6. Disclaimer of Warranties. BANK PROVIDES ALL INTERNET SERVICES ON AN "AS IS," "AS AVAILABLE" BASIS AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE INTERNET SERVICES OR THE CONTENT OR SECURITY OF ANY WEBSITE. BANK DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, BANK DOES NOT WARRANT THAT THE OPERATION OF ANY WEBSITE WILL BE UNINTERRUPTED OR ERROR-FREE. CUSTOMER IS RESPONSIBLE FOR TAKING APPROPRIATE PRECAUTIONS AGAINST DAMAGE TO ITS OPERATIONS WHICH COULD BE CAUSED BY INTERRUPTIONS OR MALFUNCTIONS OF ANY WEBSITE AND ASSUMES THE RISK OF SUCH OCCURRENCES.

IV. TERMS APPLICABLE TO SPECIFIC GLOBAL TREASURY MANAGEMENT SERVICES

The following are additional terms and conditions applicable to specific Treasury Management Services offered by Bank. Bank may change the number or type of Services offered at any time. Customer shall not be bound by the terms and conditions for the specific Services described in Sections IV, V and VI of this Agreement to the extent Customer is not using such Service(s).

A-1. EBILL SERVICE

eBill allows Customer's customers ("Payers") to make convenient payments to Customer through multiple channels, including, but not limited to, the Internet, an Interactive Voice Response (IVR) system, text message, chatbots or other forms of social media, or virtual assistants. In addition, Customer may distribute electronic invoices, bills or statements to Payers who can pay such invoices, bills or statements via multiple payment channels accessible through the eBill Service.

1. Internet.

a. "Customer Payment Site" means the interactive Internet payment site hosted by U.S. Bank National Association or its third-party vendor (collectively "Bank") where Payers may make payments to Customer over the Internet. Bank will configure, implement, host and support the Customer Payment Site. If Customer provides the content for the Customer Payment Site, Customer agrees to indemnify and hold Bank harmless for any content that violates applicable law or payment network rules. Upon request Bank will provide draft terms and conditions for Customer to provide to its customers on Customer Payment Site. Such terms and conditions are provided as is, without any representations or warranties. Customer shall be solely responsible for determining the suitability of such terms and conditions for Customer's use, as well as the final form and content of any terms and conditions it elects to post (if any).

b. Customer License. Bank shall have the right and license to use or sublicense Customer's name, trademarks, service marks, copyrights and logos and other textual information in connection with the Customer Payment Site solely for the purposes contemplated herein.

c. "Administrative Payment Center Website" means the interactive Internet site hosted by Bank where Customer may access reports, initiate payments on behalf of Payers, or initiate refunds. Bank will configure, implement, host and support the Administrative Payment Center Website. Customer shall be solely responsible for setting up Authorized Users, access entitlements and internal controls within the Administrative Payment Center Website.

d. Links. If applicable, Customer shall provide and maintain a secure link on its website to the Customer Payment Site. Customer shall be responsible for ensuring that the link to the Customer Payment Site takes Payer to the appropriate area within the Customer Payment Site. Customer shall be responsible for providing the agreed-upon data concerning Payer in a manner that meets Bank's encryption or security methods during the exchange. Customer and Bank agree to use industry-standard security procedures and technology to ensure the security of the Customer's website and the Customer Payment Site and to prevent data theft or unauthorized access.

e. Payer Authentication. Depending on the applicable payment processing channel, Customer shall be responsible for verifying the identity of each Payer prior to the time Payer is linked to the Customer Payment Site. Customer agrees that Payers shall not be granted access to the Customer Payment Site link until Customer has verified the identity of each Payer using a commercially reasonable fraud detection system. For every Payer that accesses the Customer Payment System, Bank relies on Customer to have completed such verification.

2. Compliance with laws and regulations. Customer agrees to comply with all applicable laws, rules and regulations, including without limitation, those issued by: (i) the National Automated Clearing House Association; (ii) the Real-Time Payments (RTP) System Operating Rules; (iii) the Zelle Network Participation Rules; (iv) any governmental entity, including (without limitation) the requirements contained in the Electronic Fund Transfer Act (including without limitation Section 1005.10, Preauthorized Drafts), the Americans with Disabilities Act, the Health Insurance

Portability and Accountability Act, Regulation E, the Electronic Signatures in Global and National Commerce Act, the Controlling the Assault of Non-Solicited Pornography And Marketing (CAN-SPAM) Act, and the Telephone Consumer Protection Act; and (vi) any other entity or association that issues or sponsors a payment device, including (without limitation) the requirements of the Payment Card Industry (PCI) Data Security Standard and any credit card association, including Visa and Mastercard. Customer further agrees to comply with all payment network regulations for ATM debit networks.

3. Payer Authentication / Authorization. For each payment channel, Bank shall authenticate a Payer's identity in the manner specified by Customer, and agreed to by Bank, in the Implementation Documents. Customer acknowledges and agrees that the authentication of the Payer's identity in such manner shall constitute a commercially reasonable fraud detection system and Bank shall have no liability for all payments so authenticated. Bank is not responsible for errors made by Payer or Customer and may rely on the information submitted or communicated by Payer or Customer. Customer agrees to defend, indemnify and hold Bank harmless from any claims related to Customer's or Payer's submission of inaccurate or incorrect information.

4. Payment Processing. Payments shall be processed in the manner mutually agreed to between Bank and Customer, which may include ACH debit entries, debit cards, credit cards or other payment processing methods. Customer shall at all times be considered the originator of Payer's payment. For ACH WEB debit transactions, upon Customer's request and if agreed to by Bank, Bank will validate receiving account and account status information by use of a commercially reasonable fraud detection system selected by Bank for the first use of new account information or of a change to existing account information. By requesting that Bank perform such validation, Customer consents to Bank disclosing any information necessary to perform such validation to Bank's third-party vendor. Depending on the applicable payment processing channel, payment processing may also be subject to the terms of any other agreement between Bank and Customer and between Customer and the payment transaction processor supported by Bank. Payments may be initiated through a number of channels including, but not limited to, the Customer Payment Site, IVR system text message, chatbots or other forms of social media, or virtual assistants. Bank will notify Customer of the payments that were initiated either through the Administrative Payment Center Website or by delivering a file in the manner set forth in the Implementation Documents. Customer acknowledges that all payments are subject to adjustment, return, reversal and/or chargeback in accordance with the rules governing the applicable payment processing channel. Customer agrees to be liable to Bank for any such adjustment, return, reversal or chargeback.

5. Recurring Payments. The eBill Service provides Customer with the ability to offer Payers the option of making fixed or variable recurring payments. If permitted by applicable regulations, Payers have the ability to initiate a payment that recurs on a fixed schedule selected by the Payer. Payers must be enrolled in eBill in order to initiate variable recurring payments.

6. Fees. In addition to Bank's standard fees, Customer agrees to pay additional fees and expenses for implementation of the eBill Service or other additional Services, if any, as may from time to time be disclosed to Customer by Bank. Customer also agrees to pay the applicable fees and expenses charged by the payment transaction processor supported by Bank, as set forth in Customer's agreement with such processor.

7. Convenience Fee, Service Fee and Surcharge

a. If permitted by applicable regulations, the eBill Service offers flexible fee or surcharge options that allow Customer or Bank to define and collect fees or surcharge to be charged to Payers in connection with the payment transaction. Payers are provided with the opportunity to stop the payment process if they do not wish to pay the fee.

b. If Customer desires to collect fees, Customer shall be responsible for ensuring that fee and surcharge assessments comply with the relevant laws, rules and regulations.

c. If agreed to by Bank and Customer, Bank may collect and retain the fees. In such case, Customer agrees that Bank may, in its sole discretion, set, adjust, manage and collect the fees as a means to wholly or partially

offset Bank fees that may otherwise have been incurred by Customer. Bank's willingness to collect fees shall be based on Customer's projected payment volume, average ticket, type of transactions, or other considerations such as changes to interchange fees and assessments. Bank may, in its sole discretion, establish or modify payment caps for sums paid by Payers. If the actual payment volume, average ticket, payment types or other considerations fail to meet Customer's stated projections or do not completely offset Bank fees, Customer agrees that Bank may, in its sole discretion, require Customer to wholly or partially reimburse Bank for any resulting shortfall in Bank fees.

8. Transaction Controls. Customer agrees to notify Bank of any material change or anticipated material change in daily dollar activity or type of transaction processing and obtain Bank's consent to such change. Bank may, in its sole discretion, immediately upon written notice to Customer, place a maximum dollar limit on the eBill transactions or require Customer to provide reasonable security for Bank's continued handling of such transactions.

9. Payer Communications. Customer agrees to obtain all consents necessary from Payers for Bank to process the Payers' data and communicate with Payers (e.g., confirmation Short Message Service ("SMS") or email) in the course of performing the eBill Service.

10. Customer Records. This Agreement and the performance of the eBill Service by Bank shall not relieve Customer of any obligation imposed by law, clearinghouse rules, payment card industry rules, or by contract regarding the maintenance of records, or from employing adequate audit, accounting and review practices as are customarily followed by similar businesses. In addition, Customer shall retain and provide to Bank, upon request, all information necessary to remake or reconstruct any transmission, file or entry for thirty (30) days following receipt by Bank of the deposit, file, entry, transmission or other order.

11. Bill Presentment and Distribution Service. If selected by Customer and agreed to by Bank, Customer may distribute invoices, statements, confirmations, regulatory notices, or other electronic communications to Payers via the eBill Distribution Service. Customer represents and warrants that it will not use or include any reference to untruncated credit card, social security, or bank account numbers, or Personal Health Information (as defined in the Health Insurance Portability and Accountability Act of 1996) in any electronic communications exchanged through the eBill Distribution Service. Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly from Customer's breach of the representation or warranty contained in this paragraph. Customer acknowledges and agrees that all electronic communications exchanged through the eBill Distribution Service may be received, processed, managed, and archived by third parties unaffiliated with Bank. Bank makes no representation or warranty, and assumes no responsibility, with respect to any actions or inactions of any unaffiliated third party in connection with Customer's use of the eBill Distribution Service.

12. Third-Party Vendor. Customer agrees that Bank may, at its sole discretion and at any time without notice to Customer, engage a third-party vendor to provide the eBill Service, or portions thereof, to Customer, or to support Bank in its provision of the eBill Service to Customer. Customer acknowledges that Bank's third-party vendor may perform certain functions offshore. Customer authorizes Bank to disclose to any third-party vendor information concerning Customer to the extent required to deliver the eBill Service.

13. Card Updater Service. Bank, or Bank's third-party vendor, participates in card updater programs offered by card issuers which enable Bank to update card information for Payers with expired or expiring cards. If selected by Customer and agreed to by Bank, Bank will provide Customer with updated card information for Payers when such information is available. Customer must be approved by card issuers, or by Bank in accordance with card issuer guidelines, prior to use. Such information will only be available for Payers who have elected recurring payments or for which another legitimate business need exists. Bank is not responsible for the accuracy or completeness of any information provided by the card issuers.

A-2. E-PAYMENT SERVICE

Customer may select the E-Payment Service that would allow its customers ("Payers") to make convenient payments to Customer through the Internet, an Integrated Voice Response (IVR) system or a 'live' call center. In addition, Customer may distribute electronic invoices, bills or statements to Payers who can pay such invoices, bills or statements via multiple payment channels accessible through the E-Payment Service. Customer agrees that this Service shall be governed by this Section and all other relevant sections of this Agreement. E-Payment Service is no longer available for new customers.

1. Internet.

a. "Customer Payment Site" means the interactive Internet payment site hosted by Bank where Payers may make payments to Customer over the Internet. Bank will configure, implement, host and support the Customer Payment Site. If Customer provides the content for the Customer Payment Site, Customer agrees to indemnify and hold Bank harmless for any content that violates applicable law or payment network rules.

b. Customer License. Bank shall have the right and license to use or sublicense Customer's name, trademarks, service marks, copyrights and logos and other textual information in connection with the Customer Payment Site solely for the purposes contemplated herein.

c. "Administrative Website" means the interactive Internet site hosted by Bank where Customer may access reports, initiate payments on behalf of Payers, or initiate refunds. Bank will configure, implement, host and support the Administrative Website. Customer shall be solely responsible for setting up Authorized Users, access entitlements and internal controls within the Administrative Website.

d. Links. Customer shall provide and maintain a secure link on its website to the Customer Payment Site. Customer shall be responsible for ensuring that the link to the Customer Payment Site takes Payer to the appropriate area within the Customer Payment Site. Customer shall be responsible for providing the agreed-upon data concerning Payer in a manner that meets Bank's encryption or security methods during the exchange. Customer and Bank agree to use industry-standard security procedures and technology to ensure the security of the Customer's website and the Customer Payment Site and to prevent data theft or unauthorized access.

e. Payer Authentication. Depending on the applicable payment processing channel, Customer shall be responsible for verifying the identity of each Payer prior to the time Payer is linked to the Customer Payment Site. Customer agrees that Payers shall not be granted access to the Customer Payment Site link until Customer has verified the identity of each Payer using a commercially reasonable fraud detection system. For every Payer that accesses the Customer Payment System, Bank may rely on Customer to have completed such verification.

2. Compliance with laws and regulations. Customer agrees to comply with all applicable laws, rules and regulations, including without limitation, those issued by: (i) the National Automated Clearing House Association; (ii) any governmental entity, including (without limitation) the requirements contained in the Electronic Fund Transfer Act, Regulation E, and the Electronic Signatures in Global and National Commerce Act; (iii) the American with Disabilities Act; and (iv) any other entity or association that issues or sponsors a payment device, including (without limitation) the requirements of the Payment Card Industry (PCI) Data Security Standard and any credit card association, including Visa and Mastercard. Customer further agrees to comply with all payment network regulations for ATM debit networks.

3. Interactive Voice Response (IVR). To make an automated payment via a touch-tone phone, Payers may access the IVR system by calling a toll-free number provided by Bank or Customer. Customer shall have previously submitted Payer registration data ("registration data") to Bank. In order to make a payment via the IVR system, Payers are required to input information that matches their user information submitted in the registration data. Unless otherwise agreed to in writing by Bank, the IVR system will no longer be available after October 31, 2022.

4. Call Center. If this option was selected by Customer, Payers may make a payment by phone by calling a 24-hour call center and speaking to 'live' Bank personnel. Bank shall authenticate a Payer's identity in the manner specified by Customer, and agreed to by Bank, in the Implementation Documents. Customer acknowledges and agrees that the authentication of the Payer's identity in such manner shall constitute a commercially reasonable fraud detection system and Bank shall have no liability for all payments so authenticated.

5. Payer Authorization. If payment is made via the Internet, Payer will be prompted to authorize the payment and print a confirmation once Payer has reviewed the payment data and input the information necessary to complete the payment. If payment is made via the IVR or call center, the confirmation number will be read to Payer. Bank is not responsible for the detection of errors made by Payer or Customer and may rely on the information submitted or communicated by Payer or Customer.

6. Payment Processing. Payments shall be processed in the manner mutually agreed to between Bank and Customer, which may include ACH debit entries, debit cards, credit cards or other payment processing methods. Customer shall at all times be considered the originator of Payer's payment. For ACH WEB debit transactions, upon Customer's request and if agreed to by Bank, Bank will validate receiving account and account status information by use of a commercially reasonable fraud detection system selected by Bank for the first use of new account information or of a change to existing account information. By requesting that Bank perform such validation, Customer consents to Bank disclosing any information necessary to perform such validation to Bank's third-party vendor. Depending on the applicable payment processing channel, payment processing may also be subject to the terms of any other agreement between Bank and Customer and between Customer and the payment transaction processor supported by Bank. Payments may be initiated through the Customer Payment Site, IVR system or Administrative Terminal. Bank will notify Customer of the payments that were initiated either through the Administrative Terminal or by delivering a file in the manner set forth in the Implementation Documents. Customer acknowledges that all payments are subject to adjustment, return, reversal and/or chargeback in accordance with the rules governing the applicable payment processing channel. Customer agrees to be liable to Bank for any such adjustment, return, reversal or chargeback.

7. Recurring Payments. The E-Payment Service provides Customer with the ability to offer Payers the option of making fixed or variable recurring payments. If permitted by applicable regulations, Payers have the ability to initiate a payment that recurs semi-weekly, weekly, semi-monthly, monthly or quarterly. Payers must be pre-registered in order to initiate variable recurring payments.

8. Fees. In addition to Bank's standard fees, Customer agrees to pay additional fees and expenses for implementation of the E-Payment Service or other additional Services, if any, as may from time to time be disclosed to Customer by Bank. Customer also agrees to pay the applicable fees and expenses charged by the payment transaction processor supported by Bank, as set forth in Customer's agreement with such processor.

9. Convenience Fee.

a. If permitted by applicable regulations, the E-Payment Service offers a flexible convenience fee option that allows Customer or Bank to define and collect a convenience fee to be charged to Payers in connection with the payment transaction. Payers are provided with the opportunity to stop the payment process if they do not wish to pay the convenience fee.

b. If Customer desires to collect the convenience fee, Customer shall be responsible for ensuring that convenience fee assessments comply with the relevant laws, rules and regulations.

c. If agreed to by Bank and Customer, Bank may collect and retain the convenience fee. Customer agrees that Bank may, in its sole discretion, set, adjust, manage and collect the convenience fee as a means to wholly or partially offset Bank fees that may otherwise have been incurred by Customer. Bank's willingness to collect the convenience fee shall be based on Customer's projected payment volume, average ticket, type of transactions, or other considerations such as changes to interchange fees

and assessments. Bank may, in its sole discretion, establish or modify payment caps for sums paid by Payers. If the actual payment volume, average ticket or other considerations fail to meet Customer's stated projections or do not completely offset Bank fees, Customer agrees that Bank may, in its sole discretion, require Customer to wholly or partially reimburse Bank for any resulting shortfall in Bank fees.

10. Transaction Controls. Customer agrees to notify Bank of any material change or anticipated material change in daily dollar activity or type of transaction processing and obtain Bank's consent to such change. Bank may, in its sole discretion, immediately upon written notice to Customer, place a maximum dollar limit on the E-Payment transactions or require Customer to provide reasonable security for Bank's continued handling of such transactions.

11. Payer Communications. Customer agrees to obtain all consents necessary from Payers for Bank to process the Payers' data and communicate with Payers (e.g., confirmation Short Message Service ("SMS") or email) in the course of performing the E-Payment Service. It is Customer's responsibility to ensure that its use of the E-Payment Service complies with end-user communication laws such as the Telephone Consumer Protection Act ("TCPA") and Controlling the Assault of Non-Solicited Pornography And Marketing ("CAN-SPAM") Act.

12. Transition to eBill Services. E-Payment Services are in the process of being phased out by Bank. Customer agrees to work in good-faith with Bank to complete the transition of Customer from E-Payment Services to eBill Services (Section IV.A-1) in accordance with the schedule agreed upon by Bank and Customer, but in any case by the final termination date (tentatively scheduled for December 31, 2022) as may later be established by Bank.

B. INFORMATION REPORTING AND TRANSACTION SERVICES

Information reporting and transaction Services may be provided by Bank to Customer through SinglePoint®, Global Trade or other applications or systems as may be introduced by Bank ("System(s)"). The System may also be used by Customer to automate many of the Services offered by Bank and also may provide access to other Bank systems that initiate transactions. Customer agrees that such use of the System shall be governed by this Section and all other relevant sections of this Agreement.

1. Introduction. If requested by Customer and agreed to by Bank, Bank will grant access to Bank's System(s) in the manner agreed to by Bank. Customer agrees to be bound by any terms of use and license agreements associated with these Systems.

2. Information Reporting. Bank is authorized to store, process, transmit and make available through Bank's agencies and Systems and through third-party data processing providers ("Providers") information regarding accounts designated by Customer. Bank or Providers will transmit to Customer information regarding its account(s) and/or other financial data through the System on a periodic basis. Customer may elect to receive data through one or more delivery mechanisms, including, without limitation, the Internet, Application Programming Interface (API), facsimile, CD-ROM or secure email or other data transmission options supported by Bank. Section II.12 shall apply in the event Customer elects to receive facsimile reports via an Electronic Transmission. Balance and related information for Customer's account(s) held at other financial institutions may be made available by these financial institutions or Providers that input information into Bank's System. Bank will use reasonable care in submitting data into the System but assumes no responsibility for the accuracy or timeliness of the account information and other financial data supplied by other financial institutions or Providers. Bank will make every reasonable effort to deliver information by the mutually agreed upon time but does not guarantee a specific delivery time. Accordingly, Bank's responsibility to Customer with respect to the delivery of information shall be to deliver such work as close to the agreed time as may be reasonably practicable.

3. Transaction Services. Customer may use SinglePoint®, Global Trade or other similar System to access treasury management or trade finance transaction Services offered by Bank for which Customer has enrolled. Depending on the type of Service or System feature offered by Bank and selected by Customer, access to the transaction Services may include, but are not limited to, ACH, cash vault, check payables, wire transfer payments, Real-Time Payments (RTP), Zelle disbursements, book transfers, positive pay services, investments, loan services, trust services, letter of credit services, adjustments, returns and exceptions management, receivables management, transaction research and annotation, and system administration. Customer agrees that use of the System for transaction Services shall be governed by this Section IV.B and all other sections of this Agreement that are applicable to the product or Service being accessed.

4. Security Procedures/System Administrator. Customer agrees to operate the System in accordance with Sections III.3 and III.4 of this Agreement.

5. Manuals. Bank will provide Customer with a manual in electronic format that will set forth the applicable System's policies and procedures with which Customer agrees to comply. Bank may, without prior notification, make amendments to any manual. Bank owns or has obtained all proprietary rights to the manuals and Customer agrees not to duplicate, distribute or otherwise copy Bank's manuals without Bank's prior written consent. Any manual will at all times remain the property of Bank and Bank reserves the right to request Customer to return all printed copies of such manual within thirty (30) days of termination of this Service.

6. Customer Responsibilities. Customer will purchase (from Bank, in some cases) and provide all equipment and software necessary to use the applicable System in accordance with this Agreement. Bank shall have no responsibility and makes no warranties for such equipment or software. Customer agrees to use the System solely to conduct its business with Bank and agrees to limit access to those Agents who require access to the System. Customer agrees that in addition to other limitations to Bank's

liability elsewhere in this Agreement, Bank shall not be liable for any loss or damage arising directly or indirectly from the following:

- a. any inaccuracy or incompleteness in the input of an order or instruction from the Customer;
- b. any failure by Customer to obtain a confirmation of an order or instruction; or
- c. any cancellation or attempted cancellation by Customer of an order or instruction.

7. International Information Reporting. If requested by Customer and agreed to by Bank, Bank may provide incoming international information reporting through Providers or via SWIFT, which shall be governed by the terms of this Section IV.B, other applicable sections of this Agreement, and other applicable agreements or law. Bank shall receive the international information reporting data through Providers or via SWIFT from Customer's account-servicing Bank ("Servicing Bank") and shall display such data to Customer using SinglePoint® or other similar System. If Customer makes a request to Bank for an off-schedule international information report from the Servicing Bank, Customer agrees that Bank shall have no liability if the Servicing Bank does not support the off-schedule request or does not respond to the request in a timely manner.

C. ELECTRONIC DEPOSIT SERVICES

Electronic Deposit Services provide Customer with the option of making electronic deposits using one or more products offered by Bank. Customer agrees that the Electronic Deposit Services shall be governed by this Section and other relevant sections of this Agreement.

1. Processing Options. Customer shall at all times maintain an account with Bank. Customer captures checks or check information received from its Payor Customers into Check Images and transmits the same to Bank for processing and collection. Bank will seek to collect such Check Images through the check collection system by presenting or exchanging Check Images, or using Check Images to create a Substitute Check, or a Photo-In-Lieu ("PIL") for collection.

2. Definitions.

a. "Check Image" means an electronic image of the front and back of an original paper check (including a paper Demand Draft), or an electronic image of a Substitute Check that is created by Customer, Bank or another bank or depository institution in the check collection system.

b. "Check Image Metadata" means information about the Check Image, as well as pointers to the actual image data (also known as image tags).

c. "Customer System" means the computer hardware and/or software and/or Web-based applications located at Customer's site that is used by Customer to prepare Electronic Deposits and to access the Electronic Deposit Services.

d. "Demand Draft" or "Remotely Created Check" means a paper item, other than a Substitute Check or PIL, which (i) is drawn on a Payor Customer account, (ii) does not bear the signature of the Payor Customer, and (iii) is authorized by the Payor Customer to be issued in the amount for which the item is drawn.

e. "Electronic Deposit" means electronic information (including Check Images, Check Image Metadata, MICR Data or dollar amount), obtained from capturing information from an original paper check and remittance documentation that is transmitted to Bank for deposit, processing and collection.

f. "Electronic Deposit Services" means an array of products and services that allow organizations that receive check payments and/or remittance payments to deposit all payments electronically at Bank, as further described in the applicable User Manual.

g. "Electronic Deposit System" means Bank's computer systems or databases that Customer may access in order to obtain Electronic Deposit Services.

h. "MICR Data" means information from the Magnetic Ink Character Recognition stylized printing on the bottom of checks comprising of routing, transit, account and check serial numbers.

i. "Payor Customers" means clients and/or customers of Customer that submit original paper checks or check information to Customer for payment obligations owed to Customer.

j. "Photo-In-Lieu" or "PIL" means a photocopy of the front of an original paper check created from a Check Image.

k. "Substitute Check" means a paper check document that meets the definition of a "substitute check" in the Check Collection for the 21st Century Act as implemented by Regulation CC of the Federal Reserve Board.

3. Customer Authorizations and Notifications. Customers shall adhere to any and all applicable laws, regulations and clearinghouse rules, including but not limited to, obtaining all necessary consents and authorizations from, and/or providing all necessary disclosures to its Payor Customers concerning the creation of Demand Drafts. Customer is solely responsible for ascertaining the content, method, and frequency of any required authorizations and notifications.

4. Determination of Items Eligible for Electronic Deposit.

Only a paper item, payable on demand, and drawn on or payable through or at an office of a bank, is eligible for deposit as a Check Image. Unless

permitted by applicable law, Customer represents and warrants to Bank that Customer shall not use the Electronic Deposit Services to transmit Electronically Created Items (as defined in Federal Reserve's Regulation CC). Without limiting the generality of the preceding sentence, the following items are not eligible for deposit as Check Images or an Electronic Deposit under the Electronic Deposit Services, and Customer must deposit these original paper items with Bank: (i) checks, including travelers checks, that are drawn on banks located outside of the United States; (ii) checks payable in a medium other than U.S. dollars; (iii) non-cash items (as defined under Section 229.2(u) of Federal Reserve's Regulation CC); (iv) promissory notes and similar obligations, such as savings bonds (unless explicitly permitted as an Electronic Deposit in the applicable User Manual); (v) checks issued by and drawn on Customer or an affiliate of Customer; and (vi) any other class of checks or drafts as identified by Bank to Customer from time to time in the User Manual.

5. Capture of Checks and Check Information.

a. For certain Electronic Deposit Services, Customer shall use scanning hardware and/or software that meets Bank's specifications. Depending on the type of Electronic Deposit Service or processing option(s) selected by Customer, in the event the condition of a paper check precludes a complete automated read, Customer shall be responsible for visually inspecting the Check Image. Customer shall be responsible for the repair of any MICR Data (if applicable) and for ensuring that any and all information on the front and back of a paper check is accurately captured and legible in the resulting Check Image, that the resulting Check Image contains an accurate record of all MICR Data required for a substitute check, and that the Check Image otherwise complies with any Check Image or MICR Data quality standards and guidelines that may be established by the American National Standards Institute (ANSI), ECCHO Rules, the Federal Reserve, other applicable regulatory agency or clearinghouse, or which Bank may provide to Customer from time to time. Customer acknowledges that current image technology may not capture all security features (e.g., watermarks) contained in the original paper checks and agrees to assume any and all losses resulting from claims based on security features that do not survive the image process.

b. Customer further acknowledges that Bank does not verify the accuracy, legibility or quality of the Check Image prior to processing an Electronic Deposit. Bank may, in its sole discretion, reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data submitted in an Electronic Deposit in accordance with general check collection practices and industry presentment standards, but Bank shall have no obligation to reject, repair, alter, amend, re-format or convert the Check Image Metadata or MICR Data. If Bank requires that Customer comply with certain formatting standards or other guidelines outlined in the applicable User Manual when submitting Electronic Deposits (for example, requiring use of the external processing code for identifying Remotely Created Checks) and Customer declines to implement, or comply with, such standards or guidelines, Customer acknowledges that Bank shall not be liable for any error or loss that results from Bank processing such Electronic Deposit or from Bank's re-formatting or conversion of the Electronic Deposit prior to processing.

c. Bank shall not be liable to Customer for failure to process an Electronic Deposit, or any error that results in processing or collecting an Electronic Deposit: (i) for which Customer has not provided Bank an accurate, complete and legible image of, or information from, the original paper check; (ii) for which Customer has failed to comply with formatting standards or other guidelines required by Bank; or (iii) which would violate this Agreement, the User Manual or any other agreement between Customer and Bank.

d. If Customer desires to make an Electronic Deposit outside of the contiguous United States, Customer shall seek Bank's prior approval. Bank may reject a deposit transaction or terminate the Electronic Deposit Services immediately if Customer fails to obtain Bank's prior approval. If Customer chooses to access Electronic Deposit Services from locations outside the contiguous United States, Customer is responsible for compliance with local laws. Customer agrees not to use the Electronic Deposit Services in any country that is subject to geographically-based restrictions imposed by OFAC.

6. Upload of Electronic Deposit to Bank.

a. Customer shall upload the Electronic Deposit transmission (containing one or more Electronic Deposits) to Bank prior to the daily cut-off time established by Bank from time to time for the receipt of Electronic Deposits. Any Electronic Deposit transmission received by Bank after its daily cut-off time shall be deemed to have been received by Bank at the opening of its next Business Day. Performance of the Electronic Deposit Services may be affected by external factors such as communication network latency. Customer is responsible for the transmission of the Electronic Deposit until the Electronic Deposit System reports a successful acknowledgement of receipt of the transmission.

b. An Electronic Deposit is received when the entire Electronic Deposit transmission in which that Electronic Deposit is contained is received by Bank in accordance with Section IV.C.6.a above. If only a portion of that Electronic Deposit transmission is received by Bank for any reason, including without limitation, a failure during the transmission to Bank, the Electronic Deposit transmission is deemed to have been not received by Bank with respect to any Electronic Deposit contained in that Electronic Deposit transmission (including any Check Image contained in the portion of that Electronic Deposit transmission that was received).

c. Bank will process Electronic Deposit transmission received from Customer either via Check Image or Substitute Check collection in accordance with the processing options selected by Customer. For each Check Image sent to Bank in an Electronic Deposit transmission, Customer agrees not to deposit or cash the original paper check nor re-deposit the Check Image at Bank or any other financial institution or other business.

d. A per item limit, dollar limit, or deposit limit may be established by Bank in its sole discretion and communicated to Customer. If any such limit is established, Bank shall have no obligation to process items or files in excess of the limit.

7. Funds Availability. Customer agrees that the transmission of Check Images using Electronic Deposit Services is not subject to the funds availability requirements of Regulation CC. Bank may, at any time, and in its sole discretion, provide a one-time notification to Customer if Bank intends to delay funds availability beyond ordinary Regulation CC funds availability time frames for items submitted by Customer using Electronic Deposit Services. In such instance, funds deposited will be available for withdrawal 3 business days after electronic transmission to Bank, subject to any holds placed on the account as permitted under this Agreement. Bank may, but is not required to, make such funds available sooner.

8. Collection of Check Images. Notwithstanding anything to the contrary in this Agreement, Bank may in its sole discretion determine the manner in which Bank will seek to collect a Check Image deposited by Customer for check collection. Without limiting the generality of the preceding sentence, Bank may, at its option: (i) present or transfer the Check Image to the paying bank, a Federal Reserve Bank, check clearinghouse, image share/exchange network, or other bank; (ii) create a Substitute Check or a PIL from the Check Image and collect such item, or (iii) request that Customer provide to Bank the original paper check from which the Check Image was created and then collect the original paper check. Depending on the collection method, the Check Image or physical item is subject to the rules of that clearinghouse, Federal Reserve Bank, or image share/exchange network or financial institution agreement.

9. Storage of Check Images. Bank shall store Check Images and other check information on the Electronic Deposit System in accordance with Bank's record retention schedule and shall make such information available to Customer according to the applicable User Manuals and fee schedule. If the Electronic Deposit Services are terminated, Customer may obtain Check Images or check information at the price outlined in the fee schedule.

10. Franking, Endorsement, Retention and Destruction of Original Paper Checks. Depending on the requirements outlined in the applicable User Manual, Bank may require, or strongly recommend, that Customer frank or mark the face of each original check after successfully capturing each Check Image to help ensure that an item is not deposited more than once either as a Check Image or physical check. Bank may require

Customer to restrictively endorse each check prior to capturing each Check Image. Customer shall destroy the original paper check based on guidelines identified in the applicable User Manual and shall employ commercially reasonable methods to securely store the original paper check until destruction. At Bank's request, Customer shall provide the original paper check to Bank if the original paper check has not been destroyed by Customer and Bank needs the original paper check to process a payment or resolve a dispute arising from an Electronic Deposit.

11. Representations and Warranties. With respect to each Check Image or Electronic Deposit that Customer transmits to Bank, Customer is deemed to make any representation or warranty that would have applied had Customer deposited the original paper check, including without limitation, that no party will receive a presentment or otherwise be charged for a paper check, whether presented in paper or electronic form, which Customer has converted to a Check Image such that such party is asked to make payment of a check which has already been paid. In addition Customer is deemed to make to Bank any representation, warranty or indemnification that Bank makes, under applicable law, clearinghouse rule, Federal Reserve Operating Circular, Federal Reserve Regulation (including without limitation Regulation CC), bi-lateral agreement or otherwise, to any person (including without limitation a collecting bank, a Federal Reserve Bank, a Receiving Depository Financial Institution, a paying bank, a returning bank, a depository bank in possession of the original paper check, the drawee, the drawer, any endorser, or any other transferee) when Bank transfers, presents or originates a Check Image, Substitute Check or PIL created from the Electronic Deposit.

12. Customer Responsibility. With respect to each Check Image, Electronic Deposit or other image that Customer transmits to Bank, Customer agrees to defend, indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (a) from Customer's breach of a representation or warranty as set forth in Section IV.C.11 above; (b) as a result of any act or omission of Customer in the capturing, creation or transmission of the Check Image or Electronic Deposit, including without limitation, the encoding of the MICR Data from the original paper check; (c) from any duplicate, fraudulent or unauthorized check, Check Image, Substitute Check or PIL; (d) for any loss caused by Bank's acceptance of a Check Image, or creation of a Substitute Check or PIL instead of presentment of the original paper check; (e) out of Customer's deposit of an Electronically Created Item; or (f) from any other act or omission arising out of Bank's action or inaction taken pursuant to any request by Customer or pursuant to this Agreement. This Section IV.C.12 shall survive termination of the Agreement.

13. User Manual. Bank will provide Customer with one or more user guides ("User Manual") in paper or electronic format that will set forth the policies and procedures for the relevant Electronic Deposit Services product with which Customer agrees to comply. Bank may, without prior notification, make amendments to any User Manual. Bank may require that certain employees of Customer attend periodic training as a condition to using the Electronic Deposit Services.

14. Security Procedures and Right to Audit. Customer shall comply with all security procedures for the Electronic Deposit Services that are established by Bank or set forth in the applicable User Manual. Customer is solely responsible for (i) maintaining its own internal security procedures; (ii) safeguarding the security and confidentiality of any information that is obtained from Payor Customers' checks, Check Images and other information that is either printed from, stored on, or downloaded to, the Customer System, Electronic Deposit System, or Customer's other computer/data systems or portable media; and (iii) preventing errors or unauthorized access to the Customer System or the Electronic Deposit System. Bank reserves the right to periodically audit Customer's security procedures and information technology processes and to mandate controls.

15. Mobile Remote Deposit Services ("Mobile Services"). Depending on the type of Electronic Deposit Service selected by Customer, Mobile Services is an optional add-on service that will allow Customer to make remote check deposits and obtain check deposit history made through the Mobile Services using a supported mobile device. If Customer selects

Mobile Services, Customer will need to download and install a Mobile Service application on compatible and supported mobile phones, tablets or other devices (collectively, "Devices").

a. Description of Mobile Services. Mobile Services allow Customer to use a Device to take photographs of the front and back of the check and to transmit the Check Image to Bank in a secure data encrypted format using Customer's mobile service provider's cellular network or the Internet (collectively, "Network"). Certain Mobile Services may allow Customer to use a Device to enter remittance data and to take photographs of the front and back of remittance and general documents associated with the Check Image for reporting and research purposes.

b. Use of Mobile Services. Customer agrees to use Mobile Services in accordance with this Agreement, other user requirements provided in the User Manual and the downloaded mobile application. Bank reserves the right to modify the scope of Mobile Services at any time or change or upgrade Mobile Services from time to time, including the right to cease offering the Service on a previously supported Device. Bank also reserves the right to refuse any Electronic Deposit requested through the Service because a Check Image fails image quality standards, is detected as a duplicate item, or for any other reason in Bank's sole discretion. Customer understands and agrees that Mobile Services may not be accessible at all times due to Network connectivity or may have limited utility over some Networks, such as while roaming. Customer acknowledges and agrees that Bank may use geolocation technology to track that Mobile Services activity occurs within the contiguous United States.

c. Software. Customer agrees not to use Mobile Services or the content or information delivered through Mobile Services in any way that would infringe upon any third-party copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy, including any rights in the Mobile Services software. In the event Mobile Services is terminated or Customer's software license is revoked for any reason, Customer agrees to promptly delete the Mobile Services application from its Devices.

d. Service Limitations.

- i. Neither Bank nor Customer's mobile service providers can always foresee or anticipate technical or other difficulties related to Mobile Services, which may result in loss of data, personalization settings or other interruptions. Bank assumes no responsibility for the timeliness of any Mobile Services transmissions or communications, or the loss or failure to store any user data, communications or personalization settings in connection with a Device and Customer's use of Mobile Services.
- ii. Bank shall not be responsible for the operation, security, functionality or availability of any Device or Network that Customer utilizes to access Mobile Services. Transmission of a Check Image shall not be deemed received unless the Device reports a successful acknowledgement of receipt of the transmission. Customer agrees to exercise caution when utilizing Mobile Services on Devices and to train its Authorized Users to exercise good judgment and discretion when accessing or transmitting information.
- iii. Information about activity is synchronized between the Mobile Services software and Bank's Electronic Deposit System, however, deposit information available via the Mobile Services application may differ from the information that is available directly through the Electronic Deposit System. Information and features available directly through the Electronic Deposit System may not be available via the Mobile Services application and may be described using different terminology. The method of entering information via the Mobile Services application may also differ from the method of entering instructions through the Electronic Deposit System. Customer agrees that Bank shall not be liable for any errors or delays in the content as a result of Customer's use of the Mobile Services software.
- iv. Customer acknowledges that its mobile service carrier or provider may provide for fees, limitations and restrictions such as data usage charges or data throttling which may have an impact on Customer's

use of or interaction with Mobile Services. Customer agrees to be solely responsible for all such fees, limitations and restrictions.

e. Security.

- i. If Customer permits its employees or agents to use their own personal mobile devices to access Mobile Services, Customer assumes any and all risks associated with the use of personal mobile devices, including but not limited to, any risk that compromises the integrity of Customer's corporate network or sensitive business data. Customer is solely responsible for implementing policies that will help mitigate the risk of allowing employees to use personally-owned mobile devices, which may include but are not limited to, requiring that Devices are configured and managed with information assurance controls commensurate with the sensitivity of the underlying data and employing Mobile Device Management (MDM) software or other software that secures, monitors, manages and supports mobile devices deployed across operators, service providers and enterprises.
- ii. Customer shall ensure that its employees or agents exercise appropriate precautions surrounding the use and safeguarding of the Devices at all times. Customer agrees not to leave Devices unattended when logged into Mobile Services and to log off immediately at the completion of each access. Customer agrees that either a username and password or biometric verification are the agreed-upon security procedures and that such security procedures are commercially reasonable. If these security procedures are used to access Mobile Services, Customer agrees that any transactions using Mobile Services are hereby authorized. If Customer permits other persons to use a Device, login information or any other means to access Mobile Services, Customer will be responsible for the resulting transactions, and Bank shall have no liability for any damages Customer may incur.
- iii. Devices with internet capabilities are susceptible to viruses. Customer is responsible for ensuring that each Device is protected from and free from viruses, malicious software ("malware") and other harmful components which could result in damage to programs, files, or the Device, or could result in information being intercepted by a third party. Bank shall have no liability for any damages which may result from such viruses, malware or other harmful components.

D. ACH SERVICES

1. Introduction. If requested by Customer and agreed to by Bank, Customer or its Agent may initiate credit or debit Automated Clearing House ("ACH") transactions ("Entries") for payments ("Credit Entries") and/or collections ("Debit Entries") on Business Days to its accounts or the accounts of others ("Receivers") in accordance with Bank's security procedures and this Agreement. Bank will act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. Bank may process Entries directly, through one or more clearinghouses, or through the mechanism selected by Bank. Customer's rights and obligations with respect to such Entries are governed by applicable law and the NACHA Rules, as amended from time to time. Customer acknowledges that it shall be bound by the then-current version of the NACHA Rules and agrees not to initiate any Entry in violation of the NACHA Rules or applicable federal, state or international law, regulation or clearinghouse rules, including, without limitation, Regulation E of the Board of Governors of the Federal Reserve System, regulations promulgated by the Office of Foreign Assets Control, FinCEN, rules governing the Canadian, Mexican and European payments systems and Operating Circular 4 of the Federal Reserve Bank (collectively referred to herein as the "Rules"). Customer acknowledges and agrees that Bank shall have the right to examine Customer's books, records and systems to ensure Customer's compliance with the Rules and this Section IV.D and that Bank shall further have the right to suspend Services if Bank determines, in its sole and absolute discretion, that Customer is not complying with the Rules and/or this Section IV.D. Customer acknowledges that a copy of the NACHA Rules is available through NACHA at current NACHA prices. Bank shall have the right, in its sole discretion, to terminate or suspend ACH Services immediately if Bank is legally or contractually required to place a hold on funds or a portion of the funds in Customer's account(s). Bank may also, in its sole discretion, delay, suspend or reject an ACH file or Entry if the Bank has a reasonable basis to suspect the ACH file or Entry may be unauthorized or fraudulent. Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the NACHA Rules.

2. Entry Origination/Processing Dates/Deadlines. Customer may initiate Entries in the manner and format agreed to by Bank. ACH files transmitted to Bank shall be in an unbalanced file format unless otherwise agreed to by Bank. Bank has the right to restrict the standard entry class ("SEC") codes utilized by Customer. If notified by Bank of such restriction, Customer must cease use of the SEC code and the underlying transaction type. Customer agrees that all Entries (regardless of SEC Code) that involve the storage, exchange or transmission of banking information via unsecured electronic networks shall be encrypted or transmitted via a secure session, using a commercially reasonable security technology that complies with regulatory guidelines. Bank will establish a deadline for the receipt of Entries from Customer ("Deadline"). Bank may establish different Deadlines for Entries depending on the method of delivery employed by Customer and all such Deadlines are subject to change. Bank must receive Customer's Entries at or prior to the Deadline for the Entries to be processed on the Business Day of receipt. Entries received after the Deadline, Entries that contain an Effective Entry Date that is invalid or stale, or Entries that are ineligible for Same Day ACH, will be processed on the next Deadline, which may be the next Business Day. Entries with settlement dates of more than thirty (30) calendar days from receipt will not be processed unless prior arrangements have been made. If Customer has opted-in for Same Day ACH, Customer acknowledges that any Entry using the current day's date as the Effective Entry Date that is submitted to the ACH Operator prior to the Deadline shall carry the Same Day ACH fee. If Customer has not opted-in for Same Day ACH and submits an Entry prior to the Deadline using the current day's date as the Effective Entry Date, Customer acknowledges that such Entry shall be processed on the next Business Day.

3. Content and Secondary Authorization. In submitting any Entry, Customer shall be responsible for providing all information required by Bank. Customer bears sole and exclusive responsibility to verify that the information set forth in Entries submitted to Bank is authentic, accurate and conforms to the Rules. The Services hereunder are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting

or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to an Entry which is inaccurate, incomplete or otherwise incorrect. Bank strongly recommends that Customer utilize a second individual to review and approve ACH files prior to submission to Bank. Customer acknowledges and agrees that such a security procedure is commercially reasonable and that Customer's failure to use this procedure substantially increases Customer's risk of an unauthorized ACH file.

4. Entry Limits and Payment. Customer agrees to comply with any applicable per transaction or aggregate Entry limits established by the Rules. Customer shall at all times maintain a settlement account with Bank for the purpose of funding Customer's Entries ("Account"). The total dollar amount of Entries initiated by Customer through Bank under all ACH Services and pending on a given day shall not exceed the lesser of collected or available balances in the Account or an exposure limit should one be established by Bank ("Exposure Limit"). Establishment of an Exposure Limit should not be interpreted or construed by Customer as a commitment or agreement to provide any credit or loans to a Customer and is subject to modification or termination at any time by Bank. Customer shall pay Bank for all Entries and authorizes Bank to charge its Account or any other account with Bank in the amount of such Entries. Bank shall have the right in its sole discretion to reject any or all Entries initiated by Customer without notice if Bank has reason to believe that there will be insufficient available funds on the relevant settlement date, even if Bank may have previously accepted Entries for processing with insufficient available funds in the Account. Customer will receive funds for any Debit Entry on the ACH settlement date. Bank shall credit the Account in any amount payable to the Customer, subject to Bank's right to make adjustments in accordance with this Agreement. Bank may establish, monitor and periodically review Customer's Exposure Limit and Customer's compliance thereof, and may, in Bank's sole discretion, cease processing Entries based on such review.

5. Prenotification. To the extent permitted by the Rules, Customer may elect to send a prenotification that it intends to initiate an Entry to a particular account in accordance with the procedures set forth in the Rules or by Bank. The prenotification can be returned or result in a Notification of Change ("NOC"). If the prenotification is returned, Customer shall research the problem and make any necessary corrections before transmitting another Entry. If the prenotification results in a NOC, Customer shall make the required change prior to initiating another Entry or issue a Refused NOC. Bank offers an optional Service that allows Bank to track Customer's NOC on Customer's behalf. If Customer selects this option, Bank shall only manage the changes to the routing numbers, account numbers and transaction codes.

6. Notification of Change ("NOC"). A NOC is created by the Receiving Depository Financial Institution ("RDFI") to notify Customer (via Bank) that previously valid information contained in a posted Entry is outdated, or information contained in a prenotification or live transaction is erroneous or improperly formatted and should be corrected. Bank offers NOC Manager, which is a Service that allows Bank to track Customer's NOC on Customer's behalf. NOC Manager only manages the changes to routing numbers, account numbers and transaction codes. Bank, in its sole discretion, may require that Customer enroll in NOC Manager as part of ACH Services provided to Customer.

7. Data Breach Notification. Customer may have gathered personal or financial information of its customers for the purpose of initiating ACH transactions. Such information may include, without limitation, the customer's bank account number together with the bank routing number, or the customer's name together with the customer's social security number or tax identification number. Customer agrees to immediately report to Bank any loss, theft or unauthorized access of such information ("data breach") by or from Customer, its Agent, or third-party service provider, if circumstances indicate that the misuse of such information has occurred or is reasonably possible. Customer acknowledges that Bank may have an obligation to report any data breaches to NACHA and other affected parties, and agrees to establish appropriate procedures to prevent, detect, investigate and report data breaches. If applicable to Customer, Customer agrees to render electronically stored account numbers used in the initiation of Entries unreadable in accordance with the requirements and effective dates specified by NACHA.

8. ACH Secured Funds Entries. Bank may, at any time, and in its sole discretion, require Customer to prefund some or all Credit Entries that Customer desires to initiate. Customer acknowledges and agrees that such funds are held solely for the benefit of Bank and that Customer will not be entitled to earn any interest thereon. Upon initiation of such Credit Entries, Bank is authorized to immediately charge the Account (in the total amount of such Entries). If ACH Secured Funds is used to initiate Debit Entries, funds will be credited to the Account on the settlement date of the transaction. However, such funds shall not be available for withdrawal from the Account for two Business Days, or such other period as determined by Bank, after the settlement date.

9. File Confirmation System. Customer shall at all times comply with applicable file confirmation procedures and any security procedures established by Bank. Such procedures are solely for the purpose of verifying the origination of Entries by Customer or Bank's receipt of the ACH file and/or batch (but not for errors in transmission or content).

a. Control Totals. If Customer elects to provide Bank with the total dollar value of Entries and any other necessary information ("Control Totals"), Customer must telephone Bank's Interactive Voice Response system or input Control Totals through SinglePoint each time it originates Entries. After Bank receives Customer's ACH file, Bank will compare the information in the ACH file to the Control Totals. If the information matches the Control Totals, Bank will process the ACH file. Bank will notify Customer if the Control Totals do not match the information in the ACH file, or if Bank receives an ACH file without receiving Control Totals or vice versa. Bank will not process an ACH file unless it receives conforming Control Totals before established Deadlines.

b. Confirmation of Receipt. If Customer elects not to provide Bank with Control Totals but elects to receive a confirmation report or file, Bank shall provide Customer with a confirmation that Bank received Customer's ACH file and/or batch. After Customer receives the confirmation report or file, Customer will compare the confirmation information to Customer's ACH transmission information. If the information does not match, Customer shall notify Bank before Bank's established deadline, failing which, Bank shall process Customer's ACH file and/or batch. Customer acknowledges that the confirmation report or file is for the sole purpose of verifying Bank's receipt of the file and does not signify any validation of data. Customer bears sole responsibility for any inaccurate or incomplete information provided to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's file.

10. Rejected and Returned Entries, Unauthorized Entries. Bank may reject any Entry that is not initiated in accordance with this Agreement. In the event that an Entry is rejected, or returned by an ACH processor, for any reason whatsoever, it shall be Customer's responsibility to reinitiate the Entry. Bank will give Customer or its designated Agent notice of any rejected or returned Entry in the manner agreed to by the parties. Bank is authorized to debit/credit the Account for Entries that are returned to Bank. Unless the return is caused by Bank's failure to properly execute an Entry, Bank has no obligation to pay Customer interest on the amount of any returned Entry debited from the Account. A Receiver may, in some cases, have the right to have an unauthorized or erroneous Debit Entry credited to its account. Customer agrees that Bank may deduct the amount owing to the Receiver from Customer's Account upon Bank's receipt of proper notice from the Receiver's bank. Bank may charge back against Customer any Debit Entry that is returned or reversed by the RDFI. Bank may, in its sole discretion, suspend Customer's use of ACH Services due to excessive return activity.

11. ACH Redeposit Service. If requested by Customer and agreed to by Bank, Bank will reinitiate (maximum of two times) each Debit Entry returned for insufficient or uncollected funds.

12. Amendment of Entries. Customer does not have the right to delete, reverse or amend any Entry (each, an "Adjustment Request") after it has been received by Bank. If Customer sends Bank an Adjustment Request via internet, secure email, or fax in accordance with the terms of this Agreement, Bank will make reasonable efforts to act on the Adjustment Request. All Adjustment Requests must be received by Bank prior to the established deadlines, and even if the Adjustment Request is made in a timely manner, Customer acknowledges that an Adjustment Request may

prove unsuccessful (for example, if it is returned by the RDFI for non-sufficient funds). Customer agrees to indemnify Bank in connection with any Adjustment Request in accordance with applicable law.

a. Internet Option. If Customer has selected the Internet Option, Customer may use SinglePoint® to transmit information to Bank for the purpose of amending ACH files. Customer agrees to comply with any applicable software agreement, user guide and any established security procedures.

b. Secure Email Option. If Customer has selected the Secure Email Option, Customer may send an Adjustment Request to a designated shared mailbox at Bank.

c. Fax Option. If Customer has selected the Fax Option, Customer may transmit an Adjustment Request to Bank via facsimile to a designated facsimile number. Customer acknowledges that the Internet and Secure Email Options are substantially more secure than the Fax Option. Customer agrees to be bound by any instructions submitted via the Fax Option, whether or not authorized, issued in its name and accepted by Bank in accordance with the agreed procedures.

13. Customer Representations/Indemnity. Customer represents and warrants to Bank that each Entry: (i) complies with the terms of this Agreement and the Rules; (ii) does not breach any warranty of Customer or Bank contained in this Agreement and the Rules; (iii) complies with applicable state, federal and international laws and rules, including, without limitation, the Electronic Funds Transfer Act, Regulation E and regulations overseen by the Office of Foreign Assets Control; (iv) is accurate, timely, and authorized; and (v) that any Debit Entry is for a sum that on its settlement date is due and owing from the Receiver to Customer or is a correction of a previously transmitted erroneous Credit Entry. For all WEB Debit transactions, Customer further represents and warrants that it will validate account information by use of a commercially reasonable fraud detection system (i) for the first use of new account information; and (ii) when the Receiver makes a change to its account. With respect to each ACH Entry (regardless of SEC Code), Customer is deemed to make to Bank any representation or warranty that Bank makes, under applicable law and the Rules to any person, RDFI, or any other transferee. Receiver authorizations shall expressly authorize Bank to transmit corrective entries to the Receiver's accounts to correct a prior Entry and shall authorize Customer to release to Bank all information concerning its Receivers that is required by Bank to recover such Entries. Customer shall immediately cease initiating Entries upon receiving actual or constructive notice of the termination or revocation of the Receiver's authorization. Customer will retain each authorization received by Customer for such period of time as may be required by the Rules or applicable law and shall provide Bank with copies of such authorizations upon request. Customer will indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including without limitation, NACHA fines, reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly out of any Entry initiated by Customer in violation of this Agreement and the Rules.

14. Re-presented Check Entries. NACHA Rules allow Customer to initiate an Entry to collect certain checks that have been returned unpaid for insufficient or uncollected funds ("RCK Entry"). In the event that Customer initiates an RCK Entry to Bank for check collection purposes, Customer agrees that such RCK Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the RCK Entry on its behalf:

a. Each check is eligible under NACHA Rules to be collected via an RCK Entry.

b. Customer has no knowledge of any insolvency and it has good legal title to the returned item.

c. All signatures on the returned item are authentic and authorized, and the returned item is without alteration, not subject to claims or defenses, and will not be presented to the paying bank.

d. The RCK Entry accurately reflects the item and any information encoded after issue in magnetic ink is correct. (RCK Entries cannot be used for collection fees.)

e. Any restrictive endorsement placed on the item is void or ineffective.

f. Customer has provided clear and conspicuous notice of its electronic check representment policy in advance of receiving the item to which the RCK Entry relates.

g. The Customer will provide to Bank immediately upon request a copy of the front and back of the returned item, provided that the request is made within seven (7) years of the settlement date of the RCK Entry.

15. Internet-Initiated Entries. NACHA Rules allow Customer to initiate a Debit Entry to a consumer Receiver's account pursuant to an authorization obtained from the Receiver via the Internet ("WEB Entry"). In the event that Customer initiates a WEB Entry to Bank, Customer agrees that such WEB Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the WEB Entry on its behalf:

a. Customer has employed a commercially reasonable fraudulent transaction detection system to screen each WEB Entry. As of the effective date specified by NACHA, a commercially reasonable fraudulent transaction detection system must include, at a minimum, validation of the account number to be debited for each Web Debit Entry. This validation must be completed for the first use of such account number as well as each time there is a change in such account number.

b. Customer has employed commercially reasonable methods of authentication to verify the identity of the Receiver.

c. Customer has taken commercially reasonable steps to verify that routing numbers are valid.

d. Customer has established a commercially reasonable secure Internet session prior to the key entry by the Receiver of any banking information and through the transmission of the data to Customer. If regulatory requirements or technological advancements drive the commercially reasonable standard to change, Customer agrees to comply with the new standard.

e. Customer has and will conduct an annual audit to ensure that the financial information that Customer obtains from its Receivers is protected by security practices that include adequate levels of: (1) physical security to protect against theft, tampering, or damage, (2) personnel and access controls to protect against unauthorized access and use, and (3) network security to ensure secure capture, storage and distribution of financial information. Customer will provide proof of Customer's security audits to Bank upon request. Any such information provided to Bank shall be kept confidential except as required to be disclosed by applicable law, rule or regulation. Bank may cease processing Entries for Customer if Bank in its sole discretion determines that Customer's security procedures are inadequate.

16. Telephone-Initiated Entries. NACHA Rules allow Customer to initiate a Debit Entry to a consumer Receiver's account pursuant to the Receiver's oral authorization and banking information obtained via the telephone ("TEL Entry"). In the event that Customer initiates a TEL Entry to Bank, Customer agrees that such TEL Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the TEL Entry on its behalf:

a. Receiver Authorization. Customer shall obtain the Receiver's explicit authorization prior to initiating a Debit Entry to the Receiver's account. In the event that Customer obtains the Receiver's authorization verbally, Customer will either tape record the Receiver's oral authorization or provide, in advance of the settlement date of the Entry, written notice to the Receiver that confirms the oral authorization. Customer agrees that, at a minimum, the following specific information is disclosed to, and acknowledged by, the Receiver during the telephone call:

- (i) the date on or after which the Receiver's account will be debited;
- (ii) the amount of the Debit Entry to the Receiver's account;
- (iii) the Receiver's name;
- (iv) the account to be debited;

(v) a telephone number that is available to the Receiver and answered during normal business hours for customer inquiries;

(vi) the date of the Receiver's oral authorization;

(vii) a statement that the authorization obtained from the Receiver will be used to originate an ACH debit to the Receiver's account;

(viii) for recurring TEL entries, the amount of recurring transactions; and

(ix) for recurring TEL entries, the timing (including the start date), number, and/or frequency of the electronic fund transfers.

Customer shall retain either the original or a duplicate tape recording of the Receiver's oral authorization or a copy of the written notice confirming the Receiver's oral authorization for two years from the date of the authorization and shall immediately provide same to Bank upon request.

If Customer chooses to provide the Receiver with written notice confirming the Receiver's oral authorization, Customer will disclose to the Receiver during the telephone call the method by which such notice will be provided.

b. Security Procedures. In addition to all other representations and warranties contained in this Agreement and the Rules, Customer also represents and warrants the following each time it delivers a TEL Entry to the Bank that it has (a) utilized a commercially reasonable security procedure to verify the identity of the Receiver, including name, address and telephone number; and (b) further that Customer has established commercially reasonable procedures to verify the accuracy of the RDFI's ABA routing and transit number.

17. Accounts Receivable and Back Office Conversion Entries. NACHA Rules allow Customer to utilize ACH to collect consumer check payments received via U.S. mail or at a dropbox location ("ARC Entry"). NACHA Rules also enable Customer to convert during back office processing checks presented either at the point of purchase or a manned bill payment location ("BOC Entry"). In the event that Customer initiates an ARC or BOC Entry to Bank, Customer agrees that such ARC or BOC Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the ARC or BOC Entry on its behalf:

a. Prior to the receipt of each check, Customer has provided clear and conspicuous notice to the Receiver: (i) that receipt of the check is authorization for a payment as a check transaction or for a one-time ACH debit to the Receiver's account; and (ii) of Customer's phone number for inquiries regarding BOC Entries.

b. Customer shall provide a copy of the notice to the Receiver at the time of the transaction if the Receiver presents the check in-person.

c. Each check is eligible as a source document under NACHA Rules to be collected via an ARC or BOC Entry.

d. Customer shall use a reading device to capture the Receiver's routing number, account number, and check serial number from the source document (unless Bank has agreed to do so on Customer's behalf for retail lockbox services).

e. The amount of the entry, the routing number, the account number, and the check serial number are in accordance with the source document.

f. The source document to which the ARC or BOC Entry relates will not be presented for payment.

g. Customer has established policies and procedures to destroy the source document as soon as is reasonable and shall use commercially reasonable methods to securely store the source document until such destruction.

h. Customer shall use commercially reasonable methods to securely store all banking information relating to the ARC or BOC Entry.

i. Customer shall retain a reproducible and legible image, microfilm or copy of the front of the Receiver's source document for two years from the settlement date of each ARC or BOC Entry, and shall immediately provide same to Bank upon request.

j. For BOC Entries, Customer has employed commercially reasonable procedures to verify the identity of each Receiver of BOC Entries.

k. For BOC Entries, Customer maintains a working telephone number that is answered during Customer's normal business hours for Receiver inquiries regarding BOC transactions.

18. Point of Purchase (POP) Entries. NACHA Rules allow Customer to initiate a Debit Entry to a Receiver's account for in-person purchases made by check at the point-of-purchase ("POP Entry"). In the event that Customer initiates a POP Entry to Bank, Customer agrees that such POP Entry will comply with all provisions of this Agreement and applicable Rules and makes the following additional representations and warranties regardless of which entity initiates the POP Entry on its behalf:

a. Customer has posted a notice in a prominent and conspicuous location at the point-of-purchase and provided the Receiver with a written notice of same: (i) that when a check is provided as payment, it is authorization for payment as a check transaction or for a one-time ACH debit to the Receiver's account; and (ii) that funds may be withdrawn from the Receiver's account the same day payment is made.

b. Each check is eligible under NACHA Rules to be collected via a POP Entry and the Receiver has not opted out of check conversion

c. Customer has used a reading device to capture the Receiver's routing number, account number, and check serial number from the source document.

d. Customer has provided a receipt to the Receiver containing the Originator name, telephone number, date of transaction, transaction amount, check serial number of the source document, merchant number, terminal city and state; and Customer has not included the Receiver's complete account number or complete identification number on such receipt.

e. Customer has returned the voided source document to the Receiver after capturing the necessary check information and the source document was not previously negotiated, voided, or provided by the Receiver for use in any prior POP Entry.

f. Customer has obtained the Receiver's authorization and provided a copy of same to the Receiver, which: (i) is in writing and signed or similarly authenticated by the Receiver; (ii) is readily identifiable as an ACH debit authorization; (iii) clearly and conspicuously states its terms; and (iv) states that the check will not be processed.

19. International ACH Transactions (IAT) Entries. NACHA Rules allow Customer to initiate or receive international payment transactions transmitted via the ACH network.

a. In the event any part of an Entry originates from, or is transmitted to, a financial agency office located outside the territorial jurisdiction of the United States that handles the payment transaction ("IAT Entry"), Customer agrees that such IAT Entry will comply with all provisions of this Agreement and applicable Rules. Customer acknowledges that an IAT Entry is ineligible for Same Day ACH. Customer also makes the following additional representations and warranties regardless of which entity initiates the IAT Entry on its behalf:

- (i) Customer is in compliance with U.S. law, including, but not limited to, Customer's obligations under programs administered by OFAC and FinCEN.
- (ii) The origination of an outbound IAT Entry is in compliance with the laws and payment system rules of the receiving country.
- (iii) In the case of an IAT Entry to a non-consumer account, Customer has an agreement with the Receiver whereby the Receiver has agreed to be bound by the Rules.

IAT Entries may be processed by Bank through a correspondent bank. Bank assumes no liability for delays, non-delivery, late returns or other events resulting from processing delays by the correspondent bank or for other causes beyond Bank's control. Cancellation or amendment of an IAT Entry involving non-U.S. dollar currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any

canceled or amended Entry to Bank at the then current applicable foreign currency buy rate.

b. Remittance Transfer Provider. If Customer is at any time classified as a Remittance Transfer Provider under Regulation E, Customer represents, warrants and agrees that:

- (i) Customer shall be responsible for performing and complying with the requirements of 12 CFR Part 1005, including, but not limited to, providing disclosures to the consumer (sender), the error resolution procedures, the provision of any remedies to the consumer, and the cancellation and refund of remittance transfers;
- (ii) Bank is acting as an agent and not as a Remittance Transfer Provider when performing activities on behalf of Customer; and
- (iii) Even if Bank is deemed a Remittance Transfer Provider under applicable law, Customer shall take all actions necessary to comply with the obligations of a Remittance Transfer Provider.

Customer agrees to indemnify and hold Bank harmless from and against any and all loss, liability, damage, costs and expenses (including attorneys' fees) that Bank may sustain in reliance on Customer's representations and warranties set forth in this Agreement or the Rules.

20. Third-Party Vendors. If Customer initiates Entries through a third-party vendor or processor ("Vendor"), Vendor is the agent of Customer and not of Bank. If Customer uses a Vendor, Customer shall be deemed to have authorized Bank to follow the instructions of such Vendor to the same extent and under the same conditions as would apply if the instructions came direct from Customer and Customer shall be responsible for insuring that such Vendor fully complies with the Rules and this Agreement. Bank is not responsible for the acts or omissions of Vendor and Customer agrees to be liable for and hold Bank harmless from, any losses caused by the acts or omissions of Customer's Vendor.

21. Third-Party Sender. If Customer is transmitting Entries as a third-party vendor or processor on behalf of originators ("Third-Party Sender"), Customer agrees to be bound by the applicable terms provided in this Agreement and the Rules. Customer warrants to Bank that the originator has agreed to assume the responsibilities of an Originator under NACHA Rules and that ACH Entries shall not be initiated in violation of laws of the United States. Customer represents that it has executed an ACH agreement with each Originator and that the agreement binds the Originator to the NACHA Rules. Customer shall provide Bank with the list of Originators, copies of the agreements, and other information deemed reasonably necessary to identify the Originators within two (2) Business Days of Bank's request. Bank reserves the right to review the list of Originators for which Customer is transmitting the Entries and to reject any in Bank's sole discretion. As Third-Party Sender, Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly from the failure of the Originator to perform its obligations as an Originator under NACHA Rules. Customer further agrees to assume all applicable responsibilities, warranties and liabilities of the ODFI, as specified in the NACHA Rules. Customer shall cooperate fully and respond within two (2) Business Days to any inquiry from Bank relating to potential NACHA Rule inquiries or violations.

22. Cash Concentration/Deposit Reporting Services. Customer may request Bank to provide deposit reporting Services based on information provided by the Customer or its designated Agent. Information will be delivered to Bank at the time and location established by Bank. Bank has no responsibility for the accuracy of any information provided by Customer. Customer may authorize Bank to initiate Credit or Debit Entries to accounts designated by Customer at other financial institutions. Bank will initiate such Entries in accordance with agreed procedures. Customer agrees to authorize RDFIs to honor such transactions.

23. ACH Positive Pay Service. ACH Positive Pay Service assists Customer in detecting fraud by electronically matching incoming ACH transactions to authorizations that Customer can create and manage online. If ACH Positive Pay Service is selected by Customer, Customer shall designate the account(s) maintained at Bank that are to be used with the ACH Positive Pay Service ("ACH Positive Pay Account"). Customer

shall create authorizations for incoming ACH Credit and/or Debit Entries that it desires to post to the ACH Positive Pay Account. Customer shall be responsible for the accuracy and completeness of all information provided to Bank. Bank will allow incoming Entries that match Customer's authorizations to post to Customer's ACH Positive Pay Account. Incoming ACH transactions that do not match Customer's authorizations will be treated as exception items, and Customer agrees to monitor, review and make payment decisions on the exception items prior to Bank's established deadline. Bank is authorized to return all exception items unless Customer instructs bank to pay one or more exception items prior to the established deadline. Bank shall have no responsibility for any liability, loss or damage resulting from the return of any exception item to the Originator in accordance with this Section or Customer's failure to meet Bank's established deadlines, except with respect to losses caused by Bank's own lack of good faith or failure to exercise ordinary care. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any item and shall not obligate Bank to return any item if it is otherwise authorized.

E. WIRE TRANSFER SERVICES

1. Introduction.

a. Governing Law. Bank sends outgoing and receives incoming wire transfers through Fedwire (the funds transfer system owned and operated by the Federal Reserve Banks or other provider in accordance with Section II.24.A). All funds transfers are governed by this Agreement, Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, and all other applicable international, federal, state and local laws and regulations. Customer agrees not to initiate or receive a wire transfer payment order in violation of applicable federal, state or local law.

b. Authorized Users. Customer will designate to Bank in the form required by Bank those individuals authorized to instruct Bank regarding wire transfer Services including without limitation, individuals authorized to initiate payment orders and select advice methods, confirmation methods, and any or all authorizations and instructions that may be requested by Bank. Bank may rely on any such authorization until it has been revoked in writing by Customer. Bank shall have a reasonable time to process any revocation received pursuant to this Section.

2. Routing/Time Deadlines. Bank may use any means of transmission, funds transfer system, intermediary bank, clearinghouse or route that Bank reasonably believes is suitable for each outgoing wire transfer. Bank will establish from time to time one or more deadlines after which Bank will not accept an incoming payment order to be processed on the day of receipt. Payment orders received after Bank's established deadline, during a maintenance window, or on any non-Business Day, including any Saturday, Sunday, holiday or any day that Bank's wire department is not open will be rejected. Payment orders received during a maintenance window, including the end-of-day maintenance window, will not receive a notice of rejection.

3. Payment Orders.

a. Communication. Customer may communicate a payment order to Bank by the means and manner agreed to between the parties.

b. Content of Payment Orders. Customer will supply to Bank any information Bank may reasonably request regarding any payment order initiated by Customer, including, without limitation, money amounts, affected accounts, dates of transfer, the beneficiary's name and account number, the name and routing number or bank identifier code of the beneficiary's financial institution, such additional information as Bank may reasonably request and, if necessary, further evidence of any Agent's authority to transfer funds or to do any other act contemplated by this Service. Bank strongly recommends that Customer utilize a second individual to review and approve payment orders prior to submission to Bank. Customer acknowledges that failure to use this commercially reasonable security procedure substantially increases Customer's risk of an unauthorized payment order.

c. Execution of Payment Orders. Customer authorizes Bank to execute and charge Customer's account(s) with Bank for payment orders delivered to Bank in accordance with this Agreement. Bank has no obligation to execute a payment order if Customer's account to be charged has insufficient collected and available funds to cover the order.

d. Processing Payment Orders. The order in which Bank processes wire transfer payment orders is determined solely by Bank. Customer does not have the right to reverse, adjust or revoke any payment order after it has been received by Bank, provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a payment order already transmitted to the beneficiary's financial institution, Bank shall, at Customer's request, request the financial institution to return funds previously transferred. Customer understands that the receiving institution is under no legal obligation to comply with this request.

e. Rejection of Payment Orders. Bank may reject a payment order from Customer if such payment order is not initiated in accordance with the applicable security procedure, if there is any inconsistency between a payment order and information previously supplied to Bank, if Bank is unable to obtain confirmation of such payment order satisfactory to Bank, if there are insufficient collected funds in Customer's specified account to

fund the payment order, if Bank has a reasonable basis to suspect the payment order may be unauthorized or fraudulent, or if Bank has other reasonable grounds not to honor the payment order. Bank will notify Customer by telephone that it has rejected a payment order. Bank may also reject an incoming payment order if it has reasonable grounds to do so.

f. Standing Payment Orders. If requested by Customer and agreed to by Bank, Customer may initiate a standing payment order, which is one where the Customer pre-programs the beneficiary, the beneficiary's financial institution, and the accounts to be debited and credited and such information remains constant for subsequent payment orders. Customer shall provide Bank with the necessary information to execute the standing payment order, including, without limitation, the dollar amount to be transferred or the desired peg balance, the frequency of the order and the day of week or month when the payment order is to be executed. Customer may terminate a standing payment order at any time upon receipt by Bank of a written notice. Bank shall have a reasonable time to act on such notice.

g. Batch Wire; Direct Wire Interface.

- (i) Service Specifications.** If requested by Customer and agreed to by Bank, the Batch Wire service and Direct Wire Interface service allows Customer to initiate payment orders from its computer to Bank's computer, subject to the provisions of this Agreement. In addition, the Direct Wire Interface service allows Customer to receive reports of incoming wire activity. Customer will comply with the relevant interface specifications established by Bank for these services, including, without limitation, file formats, means of data transmission, or establishing a secure connection (the "Specifications"). Bank may furnish Customer with modifications to the Specifications and Customer shall implement such modifications as soon as reasonably practicable.
- (ii) Wire Transfer Software, Confidentiality.** Customer or its Agent shall be solely responsible for creating the computer programs to implement the Specifications ("Wire Transfer Software"). Customer shall maintain the confidentiality of the Specifications and the Wire Transfer Software and permit access solely to those responsible for supporting the Wire Transfer Software or authorized to initiate payment orders. Customer shall implement passwords and other security devices commensurate with the highest level of security afforded by Customer to other computer programs and confidential information of Customer.

4. Confirmation of Outgoing Wire Transfers.

a. Confirmation Method. Customer and Bank shall agree to the method of confirming payment orders received from Customer. Customer shall designate Authorized Users to confirm payment orders. Bank recommends a minimum of three potential Authorized Users to confirm payment orders and that Authorized Users serve as an initiator or a confirmer, but not both. Notwithstanding Bank's recommendation, if Customer permits an Authorized User to act as both initiator and confirmer, Customer hereby authorizes Bank to process a wire initiated and confirmed by such Authorized User. Customer may add, change or delete the Authorized Users in accordance with Section II.9 of this Agreement. In the event the designated Authorized Users with authority to confirm are not available to confirm a payment order, Customer agrees that Bank may, at its discretion, elect to process the payment order initiated by an Authorized User. Customer agrees to be bound by any such payment order processed by Bank.

b. Waiver of Confirmation. Bank advises Customer not to waive confirmation. If Customer, however, chooses to waive confirmation, Customer agrees to be liable for all outgoing payment orders, except those payment orders where (1) Customer is able to conclusively prove that the unauthorized transfer could not have been prevented by the use of confirmation procedures; (2) Bank is unable to produce any evidence that the unauthorized transfer could have been prevented by the use of confirmation procedures; and (3) Customer is not otherwise liable for the transfer under this Agreement or applicable law. Customer acknowledges that not using confirmation procedures substantially increases Customer's risk of liability for an unauthorized wire transfer.

c. Confirmation of Wire Transfers Initiated through SinglePoint®, Batch Wire, or Direct Wire Interface (collectively, the "Customer Initiation Methods"). Customer represents and warrants that the confirmation of payment orders initiated through any of the Customer Initiation Methods shall be verified, initiated and confirmed by Customer prior to receipt by Bank. All payment orders shall be initiated and confirmed in accordance with the security procedures established for the relevant Customer Initiation Method.

5. Advices.

a. Advice Method. Customer will select the type of advice it wishes to receive after Bank receives an incoming wire transfer. If Customer selects telephonic advices, Customer may designate person(s) to be contacted and telephone numbers to be used for advice purposes. Bank shall not be required to make more than one attempt to reach Customer's designated location by telephone. If Bank is able to reach the Customer's designated location, but not Customer's designated Agent, Bank may leave a message containing the information to be conveyed.

b. Advices by Facsimile. If Customer selects advices by facsimile ("fax"), Customer shall exercise extreme care in maintaining its own security in the receipt of fax advices. Customer acknowledges that the information to be received by fax may include confidential information, including, without limitation, names, amounts, phone numbers, originating account information and the text of incoming wires. Customer further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep such information confidential. Customer agrees to indemnify, defend and hold Bank harmless against any and all claims, demands, expenses, liabilities and damages, including attorney fees at trial and on any appeal or petition for review, incurred by Bank arising directly or indirectly from the transmission by fax of an incoming wire transfer advice.

c. Waiver of Advice. Customer may waive its right under the Uniform Commercial Code to receive advices by so indicating on the applicable Implementation Documents.

6. International Wire Transfers.

a. General. Wire Transfers across country borders are customarily done by Bank through a correspondent bank. Outgoing U.S. dollar payment orders may be converted by the correspondent bank or beneficiary bank to the local beneficiary's currency at the applicable rate in effect at any point in the processing chain. Though in some cases Bank may receive compensation from the correspondent bank in accordance with such conversion, the conversion is executed by the correspondent bank in accordance with the policies and procedures of such correspondent bank at an exchange rate set by that correspondent bank in its sole discretion and subject to any applicable regulations. Any fee, commission or charges assessed by Bank, the correspondent bank, any subsequent intermediary bank, or the beneficiary bank may be passed on to the Customer or deducted from the wire transfer amount. Bank assumes no liability for delays, non-delivery, market risk or other events resulting from causes beyond Bank's control. In refunding unexecuted payment orders, Bank shall be liable to Customer only to the extent it receives payment from the correspondent bank processing the transfer. Cancellation or rejection of a transfer involving non-U.S. dollar currency is subject to any rate exchange loss as determined by Bank. Customer agrees to sell any canceled or rejected payment order to Bank at the then-current applicable foreign currency buy rate.

b. Remittance Transfer Provider. If Customer is at any time classified as a Remittance Transfer Provider under Regulation E, Customer represents, warrants and agrees that:

- (i)** Customer shall be responsible for performing and complying with the requirements of 12 CFR Part 1005, including, but not limited to, providing disclosures to the consumer (sender), the error resolution procedures, the provision of any remedies to the consumer, and the cancellation and refund of remittance transfers;
- (ii)** Bank is acting as an agent and not as a Remittance Transfer Provider when performing activities on behalf of Customer; and

- (iii) Even if Bank is deemed a Remittance Transfer Provider under applicable law, Customer shall take all actions necessary to comply with the obligations of a Remittance Transfer Provider.

Customer agrees to indemnify and hold Bank harmless from and against any and all loss, liability, damage, costs and expenses (including attorneys' fees) that Bank may sustain in reliance on Customer's representations and warranties set forth in this Agreement.

7. Reverse Wire Transfers.

a. Authorized Debits. If requested by Customer and agreed to by Bank, Customer authorizes Bank to debit Customer's account(s) with Bank upon receipt of a Fedwire drawdown request, and to send funds to the requesting bank. Each transfer will be done on the Business Day Bank receives the incoming request from the requesting bank if the request is received within a reasonable time to determine whether Customer's Account has sufficient available funds and to obtain access to the Federal Reserve network prior to the close of business.

b. Reverse Wire Funding. Customer acknowledges and agrees that Bank may reject any reverse wire request in excess of the collected and available balance. Requesting bank will be notified if the request is rejected by Bank.

c. Wire Transfer Numbers. Customer's obligation to pay Bank the amount of the funds transfer in the event that the Fedwire message does not identify the same account or financial institution is not excused in such circumstances. When names and numbers are inconsistent, the numbers shall control. With respect to incoming wire transfers that do not indicate an account number recognizable to Bank, Bank may return the wire transfer to the sending financial institution without incurring any liability. Customer does not have the right to reverse, adjust or revoke any Fedwire message after it is received by Bank; however, Bank will use reasonable efforts to act on such a request by Customer to reverse, adjust or revoke such message before Bank has sent the outgoing wire transfer. With respect to an outgoing wire transfer already transmitted by Bank, Bank shall, at Customer's request, request the receiving financial institution to return funds previously transferred. Customer understands and agrees that the receiving financial institution may or may not comply with any such request.

d. Authorizations. Customer's authorization for reverse wire requests shall remain in effect until Customer gives written notice to Bank. Bank will have a reasonable time to act on any written notice received from Customer.

e. Limitation on Bank's Liability. In consideration of Bank's compliance with this authorization, Customer agrees that Bank's treatment of any authorized debit, and Bank's rights with respect to it, shall be the same as if the entry were initiated personally by Customer. Bank shall have no liability if any authorized debit is dishonored.

8. Additional Limits on Bank's Liability. Bank is responsible only for performing the Services described in this Section. Bank shall not be responsible for the acts or omission of Customer, any Federal Reserve Bank or other financial institution, any transmission or communication or any other person, and no such person shall be deemed to be Bank's agent under this Agreement.

F. DATA TRANSLATION SERVICES

1. Introduction. Bank may provide electronic data integration, custom formatting, or data translation ("Data Translation Services") to electronically streamline the exchange of payments, remittance and other information between Customer and Bank and between Customer and its trading partners. If requested by Customer and agreed to by Bank, Bank will provide Data Translation Services in accordance with this Agreement and other procedures provided to the Customer. Customer agrees that Data Translation Services shall be governed by this Section and all other relevant sections of this Agreement.

2. Scope of Services. Data Translation Services may be used by Customer to initiate and receive payments using multiple payment channels or networks, which may include, but are not limited to, checks, wire transfers, ACH, virtual card, SWIFT, Real-Time Payments (RTP), Zelle, Visa or Mastercard, and to provide and receive business communications such as remittance data, payment data, invoices, confirmations, orders, or other information in Customer's preferred format. In order to obtain Data Translation Services, Customer must maintain an analyzed demand deposit account with Bank.

3. Entry Origination/Processing Dates/Deadlines. Customer may from time to time deliver to Bank requests to format information for payments and/or other data translation via the agreed upon means (collectively, "Data Translation Request(s)"). All Data Translation Requests shall conform to the content, format, deadlines and other specifications that may be established by Bank or a third-party software program approved by Bank for use with the Service. Bank may establish different deadlines for Data Translation Requests depending on the method of delivery employed by Customer and all such deadlines are subject to change. Bank must receive Customer's Data Translation Requests at or prior to the deadline established for processing on the Business Day of receipt. Data Translation Requests received after the deadline will be processed on the next Business Day. Customer will be notified if a Data Translation Request is rejected in accordance with procedures established by Bank. Customer represents and warrants that all information in each Data Translation Request delivered to Bank by Customer shall be accurate, timely, authorized and will otherwise comply with all applicable laws, rules and regulations.

4. Content and Transmission of Information. Data Translation Requests are only designed to respond to information provided by Customer. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to a Data Translation Request which is inaccurate, incomplete, duplicative or otherwise incorrect. Customer shall retain data on file adequate to permit Customer to remake each request for at least ten (10) Business Days following the date a file is sent to Bank and shall provide such data to Bank on request. Customer acknowledges that Bank has no obligation to maintain back-up copies of requests or other information delivered by Customer to Bank. Customer acknowledges that Data Translation Services may involve the transmission of confidential consumer information that may be subject to privacy laws and regulations, including breach notification regulations. Customer agrees to notify Bank if Customer sends or receives protected health information as part of Data Translation Services. If Customer is the recipient of misdirected information, Customer shall immediately notify Bank and return the information to Bank. Customer agrees not to retain, use, copy, distribute or otherwise disclose the information in any manner.

5. Payment Requests. Customer agrees that its requests to initiate payments utilizing Data Translation Services shall be governed by this Section, the sections of this Agreement governing the applicable payment mechanism, and all other applicable laws, rules and regulations governing the relevant payment mechanism. Customer authorizes Bank to execute all electronic and check payment requests ("Payment Requests"), and settle to the Customer's account all Payment Requests, delivered to Bank in compliance with the terms of this Agreement, including the security procedures. Customer is solely responsible for initiating the Payment Requests sufficiently in advance to meet Customer's contractual obligations to its vendors and/or its customers. Bank shall not be responsible for any late payment or finance charges that may result from Customer's failure to allow sufficient lead-time.

a. Electronic Payment Requests. Depending on the scope of the Data Translation Services solution offered by Bank, Customer may from time to time request that Bank initiate electronic payments using the ACH, card, SWIFT and Zelle networks, The Clearing House system, the wire transfer system or other electronic funds transfer system ("Electronic Payment Requests"). Except as may be provided elsewhere, Customer may not amend or revoke Electronic Payment Requests after they have been received by Bank. Customer acknowledges that the rules of NACHA and other electronic funds transfer systems may make any credit provisional until the financial institution crediting the account of the beneficiary specified in an Electronic Payment Request receives final settlement and that if the financial institution does not receive final settlement, it is entitled to a refund and Customer shall be deemed not to have paid the beneficiary. Electronic Payment Requests with settlement dates of more than thirty (30) calendar days from receipt will not be processed unless prior arrangements have been made. Customer authorizes Bank to use whatever means Bank, in good faith, deems reasonable under the circumstances to execute each Electronic Payment Request, including selection of a funds transfer system, routing and means of transmission.

b. Check Payment Requests. Customer may from time to time request that Bank print checks and related remittance information ("Check Payment Request(s)") and issue and distribute such checks and information. Customer shall designate the account(s) from which Bank is to make payment ("Payment Account") and shall maintain a sufficient balance in the Payment Account to fund its Check Payment Requests. To mitigate against fraud, Bank requires that Customer utilize Bank's Positive Pay Services in conjunction with the Payment Account. Customer agrees that checks drawn in a manner consistent with a Check Payment Request shall be duly authorized to the same extent as a check drawn and signed by Customer and is properly payable by Bank. Customer authorizes Bank to deduct the Payment Account in the amount of the Check Payment Request. If there are insufficient funds in the Payment Account to make a Check Payment Request, Bank may in its sole discretion either refuse to make the payment or make the payment and overdraw the Payment Account. In either event, Customer shall incur fees as disclosed by Bank in the account agreement and related fee schedules and other disclosures. Customer has no right to reverse, adjust or revoke any Check Payment Request after it has been received by Bank. Bank will, however, make reasonable efforts to act on such a request by Customer. If Check Payment Requests relate to printing checks drawn on another financial institution's account ("Off-Us Checks"), Customer acknowledges that Bank shall not be liable for any fraudulent or unauthorized activity that may arise from the use of such Off-Us Checks. If Check Payment Requests relate to printing payroll checks, Customer acknowledges that Bank shall only print payroll checks and shall not be responsible for any other aspect of payroll processing, including, but not limited to, producing IRS Form W-2s, 1099s or other payroll-related tax documents. In addition, Customer represents and warrants that it shall not include any social security numbers in the Check Payment Requests for payroll checks and agrees to indemnify and hold Bank harmless if the checks or check stubs are printed with social security numbers.

6. Security Procedures. Customer shall comply with all security procedures established by Bank for Data Translation Services. Customer agrees that all Data Translation Requests that involve the exchange or transmission of banking information shall only use secure transmission options supported by Bank. For some Services, such as ACH, Customer and Bank may establish alternative, comparable security procedures for accessing such Services when Data Translation Services are utilized. Customer is solely responsible for maintaining its own internal security procedures to prevent errors or unauthorized access to Customer's computer systems by unauthorized employees, vendors or customers. Bank has no responsibility for the security procedures employed by Customer's trading partners.

7. File Confirmation Procedures. Customer shall at all times comply with the applicable file confirmation procedures established by Bank. File confirmation procedures utilizing Data Translation Services are solely for the purpose of verifying Bank's receipt of the Payment Requests but not for identifying errors in transmission or content.

a. Control Totals. Control Totals are an elective option that allows Customer to confirm file totals of Payment Requests transmitted to Bank. If the Control Totals option is selected by Customer, Customer shall call

Bank's Audio Response Unit ("ARU") or send a data file to Bank providing the total items and dollar value of the Payment Requests and any other necessary information ("Control Totals"). After Bank receives Customer's Payment Requests, Bank will compare the Payment Requests to the Control Totals. If the Control Totals match the Payment Requests, Bank will process the Payment Requests. Bank will not process the Payment Requests if Bank does not receive conforming Control Totals on or before the established delivery deadline. Bank will notify Customer if the Control Totals do not match the Payment Requests, or if Bank receives Payment Requests without receiving Control Totals or vice versa.

If the Control Totals option is not selected by Customer, upon Bank's receipt of Customer's electronic payments via a data file, Bank shall send an acknowledgement to Customer confirming receipt and acceptance of Customer's Payment Requests. If Customer identifies errors in the content or transmission of Customer's Payment Requests, or if Customer does not receive an acknowledgement from Bank, Customer agrees to notify Bank immediately. Depending on the payment deadlines, Bank may be able to delete or reverse processing of Payment Requests.

b. Payables File Manager. Payables File Manager is an elective Service that allows Customer to confirm that Bank has received Customer's files. Using SinglePoint® or other applications or systems as may be introduced by Bank, Customer may view the status of Data Translation files sent by Customer to Bank. If Customer selects this Service, Customer agrees to promptly and regularly review the status of all files displayed in the Payables File Manager and to notify Bank immediately if any files sent by Customer were not received by Bank. Depending on the payment deadlines, Bank may be able to delete or reverse processing of Payment Requests. Customer bears sole responsibility for any inaccurate or incomplete information sent to Bank if Customer fails to notify Bank prior to Bank's processing of Customer's files.

8. Supplier Prefer Pay. If selected by Customer and agreed to by Bank, the Supplier Prefer Pay Service provides an electronic payment enrollment and storage solution, which also allows use of the stored data for payment origination.

Customer's suppliers or trading partners ("Suppliers") may elect to enroll in a program to receive payment from Customer via ACH or alternative payment methods that may include, but are not limited to, virtual cards (account without the issuance of a physical credit card) and checks. As part of this Service, Bank will: (i) provide online enrollment for Suppliers to register to receive payment from Customer, including the option for Supplier to provide a preferred email address to receive remittance information; (ii) contact Suppliers (with contact information provided solely by Customer) via telephone, email or regular mail to describe the supplier enrollment service and solicit their participation; (iii) support Supplier enrollment; and (iv) at Customer's election, securely store Supplier's banking information. Customer will designate one or more System Administrator(s) responsible for establishing internal security procedures, including, without limitation, setting up and maintaining access to the Service. Customer shall be solely responsible for conducting the necessary due diligence to vet Customer's Suppliers and to ensure that only legitimate Suppliers of Customer enroll in the Service. Bank recommends that Customer establish and utilize robust security procedures in accordance with the guidelines provided by Bank in the Implementation Documents. If Customer declines Bank's recommendation, Customer agrees it will be precluded from asserting any claims against Bank for unauthorized payments, except with respect to claims caused by Bank's own lack of good faith or failure to exercise ordinary care.

Customer acknowledges and agrees that use of the Service may be affected by external factors beyond Bank's control. Interruption of the Service or performance hereunder for any reason shall not relieve Customer of its obligation to make timely payment to Suppliers, and Bank shall not incur any liability to Customer for Customer's failure to timely make any such payment to Suppliers. Customer agrees to indemnify, defend and hold Bank harmless from and against any and all claims, demands, expenses, losses, liabilities, and damages, including reasonable attorney fees and court costs at trial or on appeal that arise directly or indirectly out of any payments made by Customer using the enrollment information furnished by Customer, Suppliers or any other party on behalf of Supplier.

G. CASH VAULT SERVICES

1. Introduction. The Terms "cash", "coin" and "currency" as used herein shall refer to coin and currency of the United States and certain foreign currencies accepted by Bank.

2. Foreign currency. Customer shall not deposit any foreign currency unless Customer has obtained Bank's prior approval. Bank reserves the right, in its sole discretion, to impose restrictions on, or discontinue acceptance of, foreign currency deposits. Section IV.G.5 below does not apply to foreign currency processing. Foreign coin shall not be accepted for deposit by Bank under any circumstances.

3. Account. All deposits of coin, currency and checks will be credited to, and all withdrawals of coin, currency and checks will be debited against, Customer's deposit account at Bank (the "Account") which Customer has designated as being covered by the Services described herein. Customer agrees that it shall not deposit any items, instructions or objects other than coin, currency and checks as outlined in this Agreement and agrees to assume any and all risk of loss associated with tendering items not specified herein.

4. Deposits.

a. Customer shall supply and maintain tamper-evident disposable plastic bags used for deposits. Plastic bags shall be sealed according to manufacturers' instructions and addressed to the appropriate secured facility specified by Bank. Customer will prepare deposits as follows: (i) currency will be batched separately from checks with each currency and check batch accompanied by a deposit ticket fully completed by Customer; (ii) currency will be banded with 100 notes of the same denomination whenever possible; (iii) deposits will be delivered by Customer's approved carrier to the secured facility specified by Bank; and (iv) to receive same-day credit, deposits must be made prior to the daily deadline established by Bank from time to time, and any deposits received by Bank after its deadline may be considered to have been received on the next Business Day. Foreign currency deposits do not qualify for same-day credit and are subject to Bank's prevailing exchange rates.

b. Bank will process Customer's deposits as follows: (i) deposits will be receipted and conditional (subject to verification) credit assigned based on the amount identified on the deposit ticket; (ii) deposit tickets that are missing, blank or do not contain legible "declared balances" are subject to delayed ledger credit of one Business Day; and (iii) coins and currency will be counted and Bank's count will be the valid and controlling count.

c. For U.S. currency, if there is a coin and currency variance of more than USD 10 from the declared balance on Customer's deposit ticket, Bank shall adjust Customer's coin and currency deposits through a separate debit or credit to Customer's account. Any such adjustment shall not be reflected on Customer's deposit ticket. Deposit tickets containing a declared total that includes check deposits may require a separate and additional adjustment for any variances to Customer's check deposits. If there is a coin and currency variance of USD 10 or less from the declared balance on Customer's deposit ticket, Bank shall not make any adjustment to Customer's currency and coin deposits and shall credit Customer's account based on Customer's declared balance. Upon request, Bank will provide Customer with any available information that may assist Customer in reconciliation of the difference.

d. Deposited items are deemed received on the day of delivery if Bank receives the deposit prior to Bank's established deadlines. Deposits will be processed in accordance with normal Bank procedure and any applicable availability schedules. All deposits made by Customer shall be subject to verification and adjustment by Bank. Bank's verification shall be deemed correct and binding upon Customer for all purposes, absent manifest error.

e. If Customer chooses to pre-encode its checks or other items for deposit, Customer agrees to comply with the pre-encoded deposit procedures and specifications as may be established and revised by Bank. Customer shall be responsible for any of its encoding errors. Bank may treat certain deposits as unencoded deposits if there is an unacceptable rate of encoding errors.

5. Withdrawals.

a. Bank may provide Customer with U.S. currency and coin in designated denominations from time to time as requested by Customer through the Bank's automated ordering system ("Cash Orders"). Customer must comply with all of Bank's policies and procedures regarding the placement and delivery of Cash Orders, including, without limitation, the maintenance of a designated password. Customer shall be responsible for maintaining the confidentiality of Customer's password and restricting access to the system to authorized Agents. All Cash Orders will be charged to the account designated by Customer and must be picked up by Customer's Agent or sent by registered mail to a street address. Only approved carriers may pick up Cash Orders directly from a cash vault operated by Bank. Bank may release any Cash Order to any individual that Bank reasonably believes to be Customer's Agent. Customer shall be responsible for any Cash Order after receipt thereof by the Agent. Bank may specify a daily Cash Order limit and Customer agrees that it will not initiate a Cash Order in excess of the designated limit. In no event shall Customer initiate a Cash Order in excess of the immediately available funds in the designated account.

b. Customer may order currency and coin from Bank as follows:

- (i) The preferred order for currency is in standard full strap (100 banknotes) quantities only.
- (ii) Coin may be ordered in standard full box units (50 rolls), individual rolls or loose standard bags only.
- (iii) A charge for the face value of the monies ordered will be made to the Account on the day the order is processed by Bank.
- (iv) Orders for coin and currency must be placed no later than the deadline established by Bank from time to time for release to Customer's Agent on the same or next Business Day. Depending on Customer's location, select cash vault sites may require a multiple-day lead time or more for coin and currency orders.
- (v) Bank must be notified of any discrepancies pertaining to coin or currency orders within two Business Days of receipt by Customer of such coin or currency. Customer must return documentation to back-up outages such as plastic change order bag, currency strap, coin wrapper and/or box.

6. Processing. Bank will provide processing on all Business Days. Cash Vault Services using third-party applications with time-stamp data are for informational purposes only and may not reflect actual timing of receipt, posting or verification of Customer's deposits by Bank. Bank shall not be liable for any inaccurate or incomplete information with respect to such time-stamp data provided to Customer.

7. Carrier Service. Any carrier service utilized to deliver or obtain coin, currency or other property to or from Bank, including, without limitation, a common carrier, will act as the agent of Customer and not of Bank. Customer and carrier shall agree upon the pickup and delivery days and times. Customer will bear the entire risk of loss of coins, currency, checks or other property of Customer when in the custody or control of Customer's carrier service.

8. Cash Shipping Solution. If this Service is selected by Customer and agreed to by Bank, Bank may rent a caller box at the United States Postal Service (USPS) post office and, on Customer's behalf, engage an armored carrier, each of which shall be deemed Customer's Agent, to retrieve Customer's deposits from the caller box for delivery to Bank and to deliver Customer's coin and currency orders to the USPS. Customer agrees to implement and properly use any and all security procedures prescribed or recommended by USPS and Bank and agrees to hold Bank harmless from any claims or losses arising from Customer's failure to implement and properly use any such prescribed or recommended security procedures. Bank recommends that Customer limits its deposits and orders to \$2500 per mailer, but regardless Customer bears the entire risk of loss of coins, currency, checks or other property of Customer until received at, or upon pick up from, Bank's cash vault. Customer shall be solely responsible for any investigation of a loss suffered prior to delivery to, or after pickup from, Bank's cash vault and Bank shall have no obligation to participate in such investigation.

9. Representations. Customer represents and warrants to Bank that (a) all funds deposited with Bank will be the proceeds of, and all funds ordered and withdrawn from Bank will be intended for use in, Customer's lawful activities and (b) all of Customer's transactions hereunder will be conducted solely on Customer's behalf and not on behalf of any other person or entity.

10. Regulatory Compliance. Upon request, Customer shall immediately provide Bank with any information and shall otherwise cooperate with Bank in every way necessary in order to enable Bank to fulfill its obligations with respect to the reporting of transactions in coin and currency or any other regulatory requirement.

11. Use of and Access to Cash Vault Services. Customer acknowledges and agrees that Cash Vault Services are to be used exclusively for its benefit and, absent prior written approval by Bank, Customer will not permit third parties, including non-Customers or other Agents of Customer (excluding approved carriers or agents making cash deposits into a Customer's account at Bank and agents ordering cash on behalf of a Customer), from accessing or otherwise using any Cash Vault Services offered by Bank.

H. U.S. BANK EASYTAXSM SERVICES

1. Authorization; Enrollment. If the EasyTax Service is requested by Customer and agreed to by Bank, Bank will electronically enroll Customer in the Electronic Federal Tax Payment System (EFTPS) if Customer desires to make federal tax payments via EFTPS. Electronic enrollment will allow Bank to process Customer's tax payments in compliance with EFTPS through Bank's tax payment system only. If Customer chooses to pay federal taxes by any other means, payments may not be EFTPS compliant. Customer understands that Bank's EFTPS enrollment form 8655 does not replace the EFTPS form 9779, which is sent to mandated companies by the Internal Revenue Service. Customer may also use the EasyTax Service to make state and/or local municipality tax payments in jurisdictions that support such payments. Customer agrees that the EasyTax Service shall be governed by this Section and all other relevant sections of this Agreement.

2. Submission of Information. Customer shall furnish Bank with complete and accurate master file information which shall enable Bank to file tax deposits via ACH with the appropriate tax authorities in a timely manner. The Service provided by Bank hereunder shall be based solely upon the information furnished by Customer to Bank. Accordingly, any inaccuracy in any information provided by Customer may result in unintended processing by Bank. Customer bears sole and exclusive responsibility to verify that the information provided to Bank is complete and accurate. Bank bears no responsibility for detecting or reporting any error in data supplied by Customer and shall not be liable to Customer for any information provided by Customer with respect to information that is inaccurate, incomplete or otherwise incorrect. The Service provided hereunder does not relieve Customer of any duty imposed on Customer by law to maintain records or from verifying and, if necessary, immediately correcting in writing all data received from Bank relating to the Service. Customer agrees to be bound by any instructions, whether or not authorized, issued in its name and accepted by Bank in accordance with the agreed procedures. Customer shall indemnify and hold Bank harmless from and against all liability, loss and damage (including attorneys' fees and other costs incurred in connection therewith) arising out of the use of information provided by Customer.

3. Requests for Payment. Requests for payment to tax authorities must be made in accordance with instructions which Bank shall provide Customer, which may be amended by Bank from time to time at its discretion, and will be considered complete only if actually received by Bank. All tax deposits must be initiated at least one Business Day in advance of the due date, otherwise deposits may be subject to federal or state penalties. Any request by Customer to make tax deposits hereunder shall be submitted to Bank prior to the daily cut-off time established by Bank from time to time. Any such request received by Bank after its daily cut-off time may be processed on the next Business Day. In the event that an ACH Entry is rejected or returned by an ACH processor for any reason whatsoever, Bank will give Customer notice of any rejected or returned ACH Entry in the usual manner agreed to by the parties. Bank shall have no liability for any delay caused by strikes, telephone failure, equipment or electrical failure, or any other condition beyond the reasonable control of Bank.

4. Receipt of Funds. Funds received by Bank from Customer shall be held as a deposit liability of Bank to Customer until such time as such funds are due and paid to the appropriate tax authorities. Customer is not entitled to interest on such funds and Bank may invest such funds solely for Bank's benefit.

5. Account. Customer shall maintain with Bank a commercial demand deposit account in which Customer shall maintain immediately available funds in an amount sufficient to cover all tax deposits and fees charged by Bank for the Service hereunder. Failure by Customer to maintain such funds shall relieve Bank from providing such Service, notwithstanding any request by Customer to provide the Service.

6. Liability. Bank shall not be liable for any penalties assessed by reason of failure of Customer to make any tax payments. Interruption of the Service or performance hereunder for any reason shall not relieve Customer of its obligation to make any required tax deposits, and Bank shall not incur any liability to Customer for Customer's failure to make any such deposit. If Customer elects to make a tax deposit by any means

other than through Bank, Bank shall not be liable for any penalties or interest arising from any error in due date or other calculations for deposits made within the period in which such other deposit was made. Bank may choose to provide its EasyTax Service through a third-party vendor. Bank and its third-party vendor's liability to Customer is limited to correcting any error made by the Bank or third-party vendor. The sole and exclusive remedy, at law or in equity, against Bank or third-party vendor is limited to money damages in an amount not to exceed the total amount paid to Bank for EasyTax fees during the twelve (12) months preceding the event giving rise to the liability. Neither Bank nor third-party vendor will be liable for special, incidental, indirect, punitive or consequential damages. Customer acknowledges that the EasyTax Service would not be available or would be available at substantially increased rates without the liability and remedy limitations set forth in this Agreement.

7. Codes. Customer shall keep confidential the access and PIN codes issued to Customer in connection with the Service, and only Customer shall use such codes. If Customer suspects that any such codes have become known or otherwise accessed by unauthorized persons, Customer shall notify Bank immediately and follow up such notice with written confirmation. The occurrence of unauthorized access will not affect any deposits made in good faith by Bank before Bank has received such notification and had a reasonable time to act to prevent any unauthorized deposits.

I. PAPER-BASED DISBURSEMENT SERVICES

1. Controlled Disbursement.

a. Disbursement Account. If requested by Customer and agreed to by Bank, Customer will open and maintain a demand deposit account ("Disbursement Account") and a primary funding account ("Funding Account") at Bank. The disbursing bank may be a financial institution that is a subsidiary or affiliate of Bank or Bank itself. Customer agrees to use Bank's Positive Pay Services in conjunction with the use of Disbursement Account(s). Should Customer decline to use Bank's Positive Pay Services in conjunction with the use of Disbursement Account(s), Customer agrees that, except with respect to liability, loss or damage caused by Bank's own lack of good faith or failure to exercise ordinary care, it will be precluded from asserting any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that Bank's Positive Pay Service was designed to detect or deter. Bank also reserves the right to require Customer to execute a separate indemnity agreement related to its use of Disbursement Account(s). Customer hereby authorizes and directs Bank to act on its behalf and as its agent, as Bank in its sole discretion deems necessary or advisable, in performing any of the Controlled Disbursement Services and related Services.

b. Funding Procedures. On each Business Day, Bank shall electronically provide Customer with a report of the total aggregate amount of all presented disbursement checks and ACH transactions posted in the early morning ACH window, net of the prior day adjustment and other charges to the Disbursement Account (the "Total Clearings"). Customer agrees to maintain sufficient collected balances in the Funding Account by the established deadline to fund the Total Clearings. Bank is hereby authorized to debit the Funding Account in an amount equal to the actual or estimated Total Clearings and to transfer funds in said amount for credit to the Disbursement Account. Bank reserves the right to convert the Disbursement Account into a standard prepaid checking account at any time upon notice to Customer.

c. Adjustments. Bank will compare the report of electronic presentments to the checks presented against the Disbursement Account. If the total dollar amount of checks electronically reported is less than the total dollar amount of checks presented, Bank will credit the Disbursement Account for the difference. Bank will add this difference to Customer's Total Clearings the next Business Day.

d. Daily Dollar Limit. A daily dollar limit (the "Dollar Limit") may be established from time to time by Bank with respect to the Disbursement Account in Bank's sole discretion. Bank shall have no obligation to pay disbursement checks and ACH transactions (collectively, "Disbursement Items") in excess of the Dollar Limit. Bank may, at any time, either verbally or in writing (but shall not be deemed obligated to) notify Customer of any change made by Bank in the Dollar Limit. Establishment of the Dollar Limit should not be interpreted or construed by Customer as any commitment or agreement by Bank to provide any credit or loans to Customer, nor as an agreement or commitment to debit the Funding Account when doing so would create a negative balance therein.

e. Special Circumstances. Customer acknowledges that Bank, under some circumstances beyond its control, may at times be unable to provide a report of the total amount of its Total Clearings early enough for Customer to make a complete and acceptable funding of the accounts. Customer nevertheless agrees to fund the Funding Account completely by using an estimate of the Total Clearings.

f. Action Affecting Accounts. Should Bank receive any process, summons, order, injunction, execution, levy, lien, garnishment, or adverse claim notice (either by a governmental authority or third party) (hereinafter referred to as "Process"), which Bank reasonably believes will adversely affect the Funding Account or the Disbursement Account, Bank may, at its option and without liability, refuse to honor orders to pay or withdraw sums from any Disbursement Account and may either hold the Funding Account balance herein until such Process is disposed of to the satisfaction of Bank or pay the balance over to the source of the Process in accordance with applicable law.

g. Return of Disbursement Items Unpaid. Bank reserves the right, in Bank's sole discretion, to return unpaid any or all Disbursement Items presented for payment against the Disbursement Account in the event that:

- (i) there are insufficient collected and available balances on deposit in the Funding Account by the established deadline to fund the Total Clearings;
- (ii) debits cannot be posted because the Disbursement Account or Funding Account is frozen, blocked, closed or because of any other condition; or
- (iii) any communications failure or other condition prevents Bank from monitoring Customer's Dollar Limit and/or the Disbursement Items presented for payment.

h. Stop Payment Orders. Customer may issue stop payment orders on Disbursement Items drawn on the Disbursement Account in accordance with Bank's procedures.

2. Warrant Services.

a. Warrant Account. If requested by Customer and agreed to by Bank, Customer shall open and maintain a demand deposit account upon which warrants shall be drawn and will be charged (the "Warrant Account"). Customer shall maintain on deposit sufficient collected and available balances to cover items drawn on the Warrant Account.

b. Warrant Format. All warrants shall contain on the face of the item the words "warrant" and "payable through U.S. Bank." Customer will also encode all warrants in accordance with Bank specifications. Customer agrees to immediately make any changes to the format of the warrants or encoding when requested to do so by Bank and will be solely responsible for its failure or refusal to comply with Bank's specifications. Any warrant drawn by Customer on the Warrant Account shall be treated by Bank as a warrant regardless of what appears on the face of the warrant and Customer shall hold Bank harmless as a result of so handling any such item.

c. Presentment and Return. Bank shall make warrants presented to Bank available to Customer via electronic presentment. Bank shall notify Customer by electronic means of the account number, warrant number and dollar amount of all presented warrants and provide Customer with a front and back image of each warrant received by Bank. Bank's delivery of the images shall constitute an electronic presentment under the Uniform Commercial Code, Federal Regulation CC and other applicable laws. Warrant Services are additionally subject to the Reverse Positive Pay terms contained elsewhere in this Agreement. Customer shall notify Bank of each warrant that should be returned in the form agreed to by Bank and Customer. If Customer does not specifically decline payment of a warrant by the deadline established by Bank, such warrant will be finally paid by Bank. Customer acknowledges that warrants payable through Bank are considered to be drawn on Bank for purposes of the expeditious return and notice-of-nonpayment requirements of subpart C of Regulation CC of the Federal Reserve Board. If Bank agrees to return a warrant following Bank's deadline, Customer agrees to be responsible for Bank's failure to return the warrant in an expeditious manner as prescribed in Regulation CC. Bank shall be deemed to have made timely presentment to Customer with respect to any warrants that Bank receives at a time when it is prevented from making presentment to Customer as a result of any force majeure event illustrated in Section II.22.

d. Examination of Warrants. Bank shall have no responsibility to examine warrants prior to presentment to Customer for its payment decision. Bank will take ordinary care to see that the amount of each warrant as drawn is accurately posted to Customer's account. Bank will not make any attempt to verify signatures, endorsements or restrictive clauses on warrants. Bank will not examine the dates on which warrants have been drawn for undated, stale or post-dated items. Bank shall have no responsibility for any liability, loss or damage resulting from (i) a payment in accordance with this Section of any warrant that is altered or unsigned or that bears the forged or unauthorized signature of Customer or (ii) return of any check to the depository bank in accordance with this Section.

e. Encashment of Warrants. Unless otherwise instructed by Customer, Bank is authorized to pay warrants issued by Customer that are presented for encashment by payees. Bank will not be liable for the encashment of any warrant which contains, or is purported to contain, a forged signature of a maker or endorser, or any other unauthorized modification, as long as Bank exercises ordinary care in cashing the warrant.

J. POSITIVE PAY SERVICES

1. Introduction. Positive Pay Services are offered by Bank as the most effective way to minimize loss from fraudulent check issuance or payment. If Positive Pay Services are requested by Customer and agreed to by Bank, Customer and Bank agree that in the event of an inconsistency between this Agreement and applicable law, the provisions of this Agreement shall prevail to the extent permitted. Nothing in this Agreement is intended to limit Bank's right to return an item unpaid if there are insufficient available funds in the designated account.

2. Format Specifications. Customer shall comply at all times with Bank's format and data transmission standards for the Positive Pay Service. Customer agrees to issue checks, warrants, drafts or other items (collectively, "Items") in accordance with Bank's specifications and will change the Item format when requested to do so by Bank. Bank shall not be responsible for correcting or resolving processing problems caused by substandard quality magnetic encoding.

3. Positive Pay.

a. Customer Responsibilities. Customer shall designate to Bank all account(s) that are to be used with the Positive Pay Service ("Positive Pay Account(s)"). Customer will provide Bank with a file of all outstanding Items prior to activation of this Service. On each day that an Item is written against the Positive Pay Account, Customer shall supply Bank with all required Item issue information prior to the deadline established by Bank. Such information shall include, without limitation, the account number, the issue date, the Item number and the dollar amount. Customer shall be responsible for the accuracy and completeness of all information provided to Bank. Customer agrees to review all Positive Pay Exception Items (as defined below) each Business Day.

b. Bank's Responsibilities. In reliance on the information provided by Customer, Bank shall create a master issue file for each designated Positive Pay Account ("Issue File"). If ARP File Confirmation Service is selected by Customer, Bank shall process the Issue File and provide a confirmation to Customer that the Issue File was received and processed. Excluding valid stop payment orders and issue records voided by Customer request, all Items, including those that have been electronically converted, that match by Item number and dollar amount to Bank's Issue File will be deemed properly payable and Bank is authorized to pay all such Items.

c. Positive Pay Exceptions. Each Business Day, Bank shall make reasonable efforts to report to Customer any Item that does not match the Issue File (each, a "Positive Pay Exception") and, if requested and available, provide the front and back images of those Items for that day's presentment; provided, however, no images shall be provided in the case of electronically converted Items. Customer agrees to review and make payment decisions on the Positive Pay Exception Items prior to Bank's established deadline each Business Day. If Customer selects the Positive Pay Same Day service for controlled disbursement accounts, Customer shall receive and may make payment decisions on Positive Pay Exception Items prior to the Items posting to the controlled disbursement accounts or defer payment decisions until the established deadline on the next Business Day. As the most effective fraud-protection setup, "return all" shall be the initial default setup for all Positive Pay Exception Items. Under the "return all" setup, Bank is authorized to return any Positive Pay Exception Item unless Customer instructs Bank to pay a Positive Pay Exception Item prior to the established deadline. As an alternative to the "return all" setup, Customer may select "pay all" as its default setup for Positive Pay Exception Items, in which case Bank is authorized to finally pay any Positive Pay Exception Item unless Customer has instructed Bank to return the Positive Pay Exception Item prior to the established deadline. If Customer selects "pay all" as its default setup, Customer agrees to execute any further documentation required by Bank. Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly from Customer's selection of "pay all" as its default setup. Bank may rely on any instructions received from Customer that Bank reasonably believes to be genuine. Except with respect to liability, loss or damage caused by Bank's own lack of good faith

or failure to exercise ordinary care, Bank shall have no responsibility for any liability, loss or damage resulting from:

- (i) payment in accordance with this Section of any Positive Pay Exception Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer;
- (ii) the return of any Positive Pay Exception Item to the depository bank in accordance with this Section; or
- (iii) Customer's failure to meet Bank's established deadlines. Customer may be required to place a stop payment order on any returned Positive Pay Exception Item, which shall be subject to Bank's customary stop payment fee. Bank's failure to report a discrepancy will not discharge Customer's obligation with regard to any Item and shall not obligate Bank to return any Item if it is otherwise properly payable.

d. Teller Positive Pay. All Positive Pay Accounts will interface with the Bank's teller system unless requested by Customer. Bank will compare Items presented for cash at a branch of the Bank with Customer's Issue File. Customer acknowledges that under some circumstances issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day. Customer agrees to follow Bank's established procedures should it need to manually add an Item to the Issue File. Bank will make reasonable efforts to assist Customer, but Customer acknowledges that Bank may be unable to process such requests on a same-day basis. If a special handling process for teller-cashed items is selected by Customer and agreed to by Bank, Bank shall attempt to contact Customer for approval prior to the encashment of any item that does not appear in the Issue File. Customer agrees that Bank, in its sole discretion, may refuse to cash any Positive Pay Exception Item and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer. In the event that Customer requests Bank not activate or temporarily deactivate Teller Positive Pay, Customer agrees to assume all risk of loss for any Bank teller-cashed Item that would have been identified as a Positive Pay Exception Item prior to acceptance.

e. Teller Payee Positive Pay. If Customer selects the Teller Payee Positive Pay service, payee name(s), in addition to the Issue File information, will be verified at Bank's teller lines. Customer shall include in the Issue File the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by Customer, Bank will compare the payee information on the Item presented for encashment at a Bank teller line with Customer's Issue File. Customer acknowledges that Bank will not be able to validate payee information if payee information is not provided for a particular Item or for electronically converted Items presented to Bank for payment. Customer acknowledges that, under some circumstances, issuance information submitted by Customer may not be reflected in Customer's Issue File until the opening of the following Business Day. Customer agrees to follow Bank's established procedures should it need to manually add an Item to the Issue File. Bank will make reasonable efforts to assist Customer, but Customer acknowledges that Bank may be unable to process such requests on a same-day basis. If a special handling process for teller-cashed items is selected by Customer and agreed to by Bank, Bank shall attempt to contact Customer for approval prior to the encashment of any item that does not appear in the Issue File. Customer agrees that Bank, in its sole discretion, may refuse to cash any Positive Pay Exception Item, including where the payee name is not an exact match and such refusal will not be deemed to be a wrongful dishonor. In the event of dishonor, Bank will refer the presenter to Customer.

f. Payee Positive Pay. If Customer selects this option, which is available only through SinglePoint®, Customer's Item stock may first be tested to ensure it meets Bank's payee name readability rate. Customer shall designate to Bank all Positive Pay Accounts that shall use Payee Positive Pay. In addition to the Issue File information provided by Customer for the Positive Pay Service, Customer shall include in the Issue File the payee name(s) for each Item issued by Customer. Customer shall be responsible for the accuracy and completeness of the payee information provided to Bank. In reliance on the payee information provided by

Customer, Bank will compare the payee information on the Item with Customer's Issue File for Items presented or deposited at Bank. Customer acknowledges that Bank will not be able to validate payee information for electronically converted Items presented to Bank for payment. Bank may, in its sole discretion, impose variable parameters for which the payee information will not be reviewed for certain Items processed through the back office. If such parameters are imposed, Bank agrees to assume the risk of loss for an Item that would have been identified as a Positive Pay Exception solely on the basis of the payee information.

4. Reverse Positive Pay.

a. The Paid File. Customer shall identify all accounts subject to Reverse Positive Pay ("Reverse Positive Pay Account"). When an Item is presented for payment against an identified Reverse Positive Pay Account, Bank shall notify Customer prior to the designated time, and in no case later than the Business Day following the day of presentment, of the Reverse Positive Pay Account number, Item number and amount of the presented Item (the "Paid File") and, if requested and available, shall provide Customer with the front and back images of the Items. By electing Reverse Positive Pay, Customer assumes all fraudulent and other risks associated with teller-cashed Items, except as may be caused by Bank's own lack of good faith or failure to exercise ordinary care, unless Customer provides standing instructions to Bank to disallow encashment at the teller line.

b. Payment Instructions. Customer shall compare the information provided by Bank with Customer's Item issuance records. Customer shall notify Bank prior to the deadline established by Bank of Customer's decision on any reported Items that should be dishonored. Bank may rely on any instructions received from Customer that it reasonably believes to be genuine. Bank is authorized to finally pay any Item listed on the Paid File unless the Customer instructs Bank to return the Item prior to the established deadline. Except with respect to liability, loss or damage caused by Bank's own lack of good faith or failure to exercise ordinary care, Bank shall have no responsibility for any liability, loss or damage resulting from (i) a payment in accordance with this Section of any Item that is altered or unsigned or which bears the forged or unauthorized signature of Customer or (ii) return of any Item to the depository bank in accordance with this Section. Bank reserves the right to require Customer to place a stop payment order on any Item to be returned. Any such orders will be subject to Bank's customary stop payment fee. Customer shall notify Bank by the designated deadline if the Paid File has not been received from Bank. Bank will make reasonable efforts to provide the Paid File to Customer and honor Customer's instructions. Bank's failure to provide a Paid File will not discharge Customer's obligation with regard to any Item that was otherwise properly payable at the time of presentment.

K. LOCKBOX SERVICES

1. Lockbox Service Requirements. Bank provides wholesale, scannable wholesale and property management Lockbox Services, as well as E-Lockbox Services to assist customers in expediting receipt of their remittances. Customer will have its customers forward their payments to the location designated by Bank ("Lockbox"). Prior to initiation of any Lockbox Service, Customer must maintain a demand deposit account with Bank associated with the Lockbox Service ("Lockbox Account").

2. Testing; Remittances and Envelopes. Customer shall provide Bank samples of remittances and envelopes for testing and approval prior to using such remittances and envelopes in production. After implementation of Lockbox Services, if there are proposed changes to remittances and envelopes, Customer shall review the proposed changes with Bank and obtain Bank's approval prior to use. Bank may adjust the price for processing Customer's payments if changes are made to Customer's remittances and/or envelopes (including remittance scan line configuration) without such prior approval. Bank may request changes in Customer's remittances or envelopes due to changes in law or regulation, or as reasonably necessary due to equipment or processing improvements. If Customer fails to implement such changes, Bank may adjust the price for payment processing or cease processing Customer's payments as necessary to comply with law or regulation, as reasonably determined by Bank. Customer agrees not to provide any form of prepaid business reply mail envelopes for use with the Lockbox Services.

3. Access to Mail. Customer authorizes Bank or its agent to pick up mail at the appropriate postal facility, to have custody of the keys or combinations and unrestricted and exclusive access to such box, and to collect the mail therein to be processed by Bank as agreed by the parties. Bank shall process remittances in accordance with its standard procedures or in accordance with prior instructions received from Customer and agreed to by Bank. Upon termination of Customer's Lockbox Service, mail received shall be forwarded for ninety (90) days following termination.

4. Proprietary Rights. Bank possesses all proprietary rights to written material, including, without limitation, all computer programs written for Bank's Lockbox processing system, portable media, listings and other documentation originated and prepared by Bank. Customer shall not duplicate, sell or use in any manner such programs or documentation without the prior written consent of Bank.

5. Collections/Availability. Unless otherwise agreed, while Customer receives Lockbox Services, all collected funds held in the Lockbox Account shall be deemed to be Customer's funds for all purposes, including adjustment, attachment, execution, garnishment and other forms of legal process. The crediting and collection of items will be handled under the same agreement as applied to other commercial deposits and shall be subject to Bank's then current funds availability schedule.

6. Transmission of Information. Bank may transmit to Customer remittance information or other information received at the lockbox ("Lockbox Information") via secure electronic transmission. Customer further acknowledges that Bank has a duty to protect Lockbox Information and ensure that it is safely delivered to Customer and that Bank has deemed secure electronic transmissions to be the safest mechanism for delivery. If Customer elects to receive the Lockbox Information using other delivery means including paper remittance forwarding or Internet delivery, Customer acknowledges that such delivery means are inherently more insecure and agrees to assume all risk, and hold Bank harmless from, any obligations, liability or losses that result from the nonreceipt, disclosure, dissemination, alteration or unauthorized access of the Lockbox Information. If Customer is the recipient of misdirected Lockbox Information, Customer shall immediately notify Bank and return the information to Bank. Customer agrees not to retain, use, copy, distribute or otherwise disclose the information in any manner.

7. Image Delivery Services. Bank shall electronically store check images, check information, remittance information or other information received at the Lockbox in accordance with Bank's record retention schedule. Customer may obtain such images or information via Internet access, CDs (physical or virtual), DVDs (physical or virtual) or file

transmission, if available, at the price outlined in the fee schedule. If the images or information are sent via CD or DVD, Customer agrees to verify the contents of the CD or DVD upon receipt and request a replacement, if necessary, within 10 days of receipt. Customer is solely responsible for safeguarding the security and confidentiality of all images and information that is stored on Customer's computer systems, or printed or downloaded from the Internet, CDs, DVDs, or file transmissions.

8. Credit/Debit Card Processing. If Customer desires to provide its customers with the option of making their payments via credit card or non-PIN based debit card, Customer shall first secure approval from a payment transaction processor that Bank is able to support. Credit/debit card processing shall be subject to applicable laws, rules and regulations, and the terms of any other agreement between Customer and the payment transaction processor. Customer acknowledges that Bank is acting on behalf of Customer to merely initiate the authorization of payments at the Lockbox site, and that Bank shall have no responsibility for chargebacks, processing fees, payment disputes or other matters related to the credit/debit card transaction. Bank shall enter the credit/debit card information using its best efforts and if adjustments are subsequently required, Customer shall be responsible for handling all adjustments. In accordance with the requirements of the Payment Card Industry (PCI) Data Security Standard, Customer shall not request CVV or Card Verification Code or Value information (for example: CID, CVC2, CVV2 or CAV2) on remittance documents. Storage of this information is prohibited by the PCI Data Security Standard.

9. Foreign currency-denominated items and items drawn on foreign banks. If Customer desires to have non-U.S. dollar items processed by Bank, or items denominated in U.S. dollars but drawn on a foreign bank, Bank shall handle the items within parameters established by Bank based on amount, the type of currency and other considerations outlined in the Implementation Documents. If the item does not fall within Bank's parameters for processing, Bank shall return the item unprocessed to Customer or forward the item for handling as a foreign cash letter collection. If Bank provides Customer with credit at the U.S. dollar conversion rate in effect, and if the item is subsequently returned by the drawee Bank, Bank shall charge Customer's account for the prevailing exchange rate in effect at the time of the chargeback.

10. Compliance with Applicable Law. If specific lockbox handling requirements are required in order for Customer to comply with law or regulations applicable to Customer (for example, Regulation Z), Customer agrees to immediately notify Bank of any such requirements. If Bank is unable to accommodate Customer's specific requirements, Bank or Customer may immediately terminate the Lockbox Services.

11. Customer Responsibility. With respect to each item received at the Lockbox, Customer shall indemnify and hold Bank harmless from and against any and all claims, demands, damages, losses, liabilities, penalties and expenses (including, without limitation, reasonable attorney fees and court costs at trial or on appeal) arising directly or indirectly: (i) from Customer's breach of a representation or warranty under applicable law, clearinghouse rule, Federal Reserve Operating Circular, or other similar rules or regulations; or (ii) from any other act or omission arising out of Bank's action or inaction taken pursuant to any request by Customer or pursuant to this Agreement. This Section IV.K.11 shall survive termination of the Agreement.

12. Wholesale Lockbox Processing. Bank offers Wholesale Lockbox Processing services which allows for the processing of primarily business-to-business payments. Bank is authorized to remove and examine the contents of each envelope in accordance with Bank's wholesale lockbox servicing guidelines and shall observe the following guidelines provided in this Section. Bank shall capture, format and send remittance data to Customer via information reporting or data transmission in accordance with the Implementation Documents.

a. Check Date. Bank will not examine any checks or other items with respect to check dates.

b. Check Amount. If Bank is unable to determine the amount of a check, such check will be forwarded unprocessed to Customer as an exception.

c. Payee. Checks made payable to the Acceptable Payees listed in the Implementation Documents or any reasonable derivation thereof are acceptable for deposit. Checks made payable to others may be returned by Bank as exceptions. Customer warrants that each Acceptable Payee is either Customer, its affiliate, or an entity that has authorized Customer to act on its behalf for the Services provided herein. If the Acceptable Payee is an affiliate of Customer or an entity which authorized Customer to act on such entity's behalf, Customer represents and warrants that such affiliate or entity has authorized checks payable to it to be credited to the Lockbox Account. Bank may require written authorization from any Acceptable Payee or written evidence that an Acceptable Payee has authorized Customer to act on its behalf. If Customer designates 'Accept All Payees' in the Implementation Documents and Bank accepts such designation, Bank shall process all checks for credit to the Lockbox Account regardless of the payee name on the check. Such designation may be subject to additional Bank fees. Customer agrees to indemnify and hold Bank harmless for any claims, fines, expenses, and damages that arise out of Bank's processing of checks based on Customer's "Accept All Payees" designation.

d. Missing Signature. In the absence of a signature, Bank will process the check. Customer agrees to reimburse Bank if the check is subsequently returned.

e. Exceptions. If a check is treated as an exception, it will be forwarded by Bank to Customer with the remittance data, and not deposited or otherwise reflected in the account of Customer.

f. Correspondence. Any correspondence, invoices and miscellaneous enclosures which are included with a payment, as well as any envelope that does not contain a check, will be imaged and destroyed unless Customer specifies different instructions in the Implementation Documents.

g. Notation. Customer agrees that Bank shall disregard any notation on a check containing "paid in full", "lien waiver" or other restrictive notation, whether preprinted or handwritten, and treat any such check as though such notation did not appear thereon. If Customer instructs Bank not to process checks with restrictive notations and Bank agrees to do so, Bank will use its best efforts to detect checks bearing such notations, but Bank shall not be liable to Customer for failure to detect any such notation.

h. Document Order. Bank shall use its best efforts to process documents that are not in logical order, are difficult to identify, or which are received in unorganized large packages.

i. Remittance Document Forwarding. If remittance document or correspondence-only document forwarding is requested by the Customer and agreed to by Bank, Bank shall forward all remittance documents stacked in the order processed. If Customer requests forwarding of check photocopies, and Banks agrees to do so, the check photocopies will be stacked in the order processed on top of the remittance documents. Document forwarding has limited availability and is not available for all lockboxes.

13. Lockbox Remote Capture Services. Lockbox Remote Capture Services is an optional add-on service to the Wholesale Lockbox Processing service which provides eligible customers the ability to scan and transmit to Bank lockbox payments received at office locations. If Customer is approved for Lockbox Remote Capture Services, Customer agrees that Bank's Lockbox Remote Capture Services shall be governed by this this Section IV.K (Lockbox Services) and other relevant sections of this Agreement, including but not limited to, the Electronic Deposit Services section.

14. Scannable Wholesale Lockbox Processing/Property Management Lockbox Processing. Bank offers Scannable Wholesale Lockbox Processing services and Property Management Lockbox Processing services which allow for the automated processing of consumer-oriented payments. Bank is authorized to open each envelope and remove the contents, disregarding all notations and other marks on the envelopes. Bank shall not examine checks or other items with respect to payee names, check dates and check signatures. Bank is not required to retain remittance envelopes or forward them to Customer. Bank will disregard any restrictive notation on any check, including but not limited to "paid in

full", whether preprinted or handwritten, and shall treat any such check as though such language did not appear thereon. Bank will process, endorse and deposit remittances in accordance with its standard procedures. If Bank is unable to determine the amount of a check, such check will be forwarded to Customer as unprocessable. Bank will deliver miscellaneous enclosures, unprocessable transactions and remittance data in accordance with the Implementation Documents.

15. E-Lockbox. E-Lockbox provides Customer with the ability to receive consumer payments electronically that are initiated via the consumers' home banking portal or through other payment channels offered by third-party bill consolidators, including consumer credit counseling agencies.

a. Network. "Network" means the Mastercard Remote Payment and Presentment Service ("RPPS"), a division of Mastercard International, Inc., or other originators of consumer-initiated bill payments. Bank receives payments and remittance data via the Network. Bank will credit payments to Customer's account and electronically transmit the remittance data in Bank's standard or other mutually acceptable format for loading to Customer's accounts receivable system.

b. Customer's Responsibilities. Customer shall provide Bank with all data and specifications necessary for the Network to process payments and for Bank to transmit the remittance data to Customer. Customer agrees to conduct tests that Bank may deem necessary to ensure Customer and Bank are able to process the remittance data. The purchase, installation, testing and maintenance of any and all equipment used to receive and process information from Bank is the responsibility of Customer. As soon as possible, and in any event, no later than 48 hours after Bank transmits the remittance data to Customer, Customer agrees to process all such data and to inform Bank of any incorrect, unidentifiable or unprocessable information (collectively, "Returns").

c. Bank's Responsibilities. Bank shall develop a program to process and transmit remittance data received from the Network in Customer's preferred file format. Bank shall transmit Returns to the Network when Customer provides Bank with the Return information. Bank will credit Customer's account in an amount equal to the payments received and debit Customer's account in an amount equal to any Returns and, if applicable, any Reversals (defined below).

d. Reliance on Network. Customer acknowledges that Bank's ability to process payments and remittances are dependent upon the continued use and support of the Network and third-party computers housing the Network and its associated communications network. In the event that access to the Network or its computer communications system is terminated or suspended for any reason, Bank shall not be liable to Customer for any disruptions or failure to provide any part of this Service. Bank assumes no responsibility for the accuracy, timeliness or the completeness of data delivered from the Network to Bank.

e. Optional Reversal Transactions. Reversals are Network-initiated debit messages from payment originators informing of the cancellation of previous transactions. Customer may set debit caps on Reversals to limit the daily debit amount a payment originator may send through the Network. If Customer instructs Bank to accept Reversals, Customer hereby authorizes Bank to debit Customer's account for the amount of the Reversals.

f. Optional Biller Stop Payment. Biller Stop Payment allows Customer to provide Bank with instructions regarding payments that Customer does not want posted to its account. If Customer instructs Bank to stop a payment from posting to its account, Customer hereby authorizes Bank to return the payment through the Network. Payments that are stopped will not be included in Customer's settlement transaction or the remittance data provided to Customer.

L. HEALTHCARE PAYMENT CONSOLIDATOR

U.S. Bank Healthcare Payment Consolidator is a Service that enables Customers to electronically receive, post and reconcile healthcare payments and remittances received from health plans and/or other Agents. The Service accepts images of check payments, remittances and correspondence received by Bank or its vendors in paper form via lockbox, as well as electronically via Automated Clearinghouse (ACH). Electronic remittance files are delivered from the Service to Customer at an agreed upon schedule. Images are made available via website or file transmission. Customer agrees that the Service shall be governed by this Section and all other relevant sections of this Agreement.

1. Introduction. If Customer selects the Service, the Service may include, but is not limited to, lockbox, ACH, image viewing, data translation and file transmission services to assist Customer in expediting and automating receipt of their remittances. Prior to implementation of the Service, Customer must maintain a demand deposit account with Bank.

2. Processing, Collections and Availability. The Service is available where hardware and software have been configured by Bank to accommodate processing. Bank is authorized to examine the checks and remittances received at Customer's designated lockbox in accordance with Bank's lockbox servicing terms and guidelines. The crediting and collection of items will be handled in accordance with other commercial deposits processed by Bank and shall be subject to Bank's then current funds availability schedule.

3. Image Viewing and Storage. The Service processes and stores images of paper checks, explanation of benefits statements, correspondence or other enclosures, as well as images of electronic remittance advices and electronic funds transfers. Images are available to Customer for web viewing or via secure transmission as selected by Customer in the Implementation Documents. Original paper documents will be securely destroyed on a periodic basis.

4. File Transmission and Data Reporting. The Service will transmit to Customer remittance data according to the agreed upon schedule. Customer may elect to receive data through one or more delivery mechanisms as specified in the Implementation Documents. If the Service is terminated, Customer may obtain an FTP transmission or other available format of image information processed at the price outlined in the fee schedule.

5. Accuracy and Timeliness of Information. Performance of the Service may be affected by external factors such as communication network latency, mail delays and other factors beyond Bank's control. Information with respect to all transactions is provided solely for Customer's convenience, and Customer shall have no recourse to Bank with respect to the use of such information.

6. Customer Authorizations, Notifications and Responsibility. Customer authorizes Bank to disclose Customer information to Bank's vendors to the extent required to deliver the Service, and to debit or credit Customer's accounts in performance of the Service hereunder. Customer shall provide Bank or its vendors with all data and specifications necessary for processing. Customer shall conduct tests that Bank or its vendors may deem necessary to ensure that files may be exchanged and the Service implemented. Customer shall adhere to any and all applicable clearinghouse, local, state, or federal laws, rules or regulations.

7. Security Procedures. Customer will use the Service in accordance with the procedures established by Bank and its vendors. Customer will designate one or more System Administrator(s) responsible for establishing internal security procedures, including, without limitation, setting up and maintaining access available through the Service. Customer is solely responsible for maintaining a secure work environment to ensure against unauthorized access to the Service.

8. Proprietary Rights. Bank, or its vendors, possess all proprietary rights to written material including without limitation, all computer programs written for the Service, websites and other product documentation provided by Bank or its vendors. Customer shall not duplicate, sell or use in any manner such programs or documentation without the prior written consent of the applicable party. Customer will be bound by any terms of use and any license agreements associated with the Service.

M. COMMERCIAL SWEEP ACCOUNTS – LOAN OPTION

THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF THE BANK FAILURE, THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") WILL ALLOW THE LOAN SWEEP TRANSFER OF EXCESS BALANCES IN CUSTOMER'S DEPOSIT ACCOUNT, ABOVE A PRE-ESTABLISHED THRESHOLD, OUT OF THE DEPOSIT ACCOUNT TO PAY DOWN THE LOAN AT BANK ON THE DAY OF FAILURE. THE REMAINING FUNDS IN THE DEPOSIT ACCOUNT WILL BE DEEMED DEPOSITS UNDER FDIC RULES AND WILL BE INSURED UP TO THE APPLICABLE FDIC LIMITS.

1. Definitions.

a. "Account" means Customer's deposit account at Bank which Customer has designated as being covered by the Services described herein.

b. "Available Funds" means the total of the collected funds in the Account as of the close of business on any Business Day, determined in accordance with the manner in which Bank generally provides credit for deposited checks.

c. "Business Day" means any day on which a majority of Bank's offices are open to the public for substantially all banking functions. Saturdays, Sundays, federal or state holidays or any day recognized by a Federal Reserve Bank as a holiday shall not be considered a Business Day, even if Bank's offices are open.

d. "Credit" means any loan arrangement which is designated as a line of credit where Bank has agreed will be subject to the Services described herein.

e. "Credit Agreement" means any loan agreement, promissory note, guaranty or other agreement, instrument or document which evidences, secures or guarantees the Credit.

f. "Deficiency Amount" means the amount by which the Target Balance exceeds the amount of Available Funds as of the close of business on any Business Day.

g. "Event of Insolvency" means any of the following: (i) Customer or Guarantor shall die or cease to exist; (ii) any Guarantor shall attempt to revoke its guaranty or other obligation to Bank, or such guaranty or other obligation shall become unenforceable in whole or in part; (iii) any bankruptcy, insolvency or receivership proceeding, or any assignment for the benefit of creditors, shall be commenced under any Federal or state law by or against Customer or any Guarantor; (iv) Customer or any Guarantor shall become the subject of any out-of-court settlement with its creditors; or (v) Customer or any Guarantor is unable or admits in writing its inability to pay its debts as they mature.

h. "Excess Funds" means the amount of Available Funds as of the close of business on any Business Day which exceeds the Target Balance.

i. "Guarantor" means any guarantor, surety, accommodation party or joint obligor of the obligations of Customer under the Credit.

j. "Target Balance" means that amount of funds which Customer desires to maintain in the Account and which is mutually agreeable to Bank and Customer from time to time.

k. "Transaction" means either a Loan Transaction or a Repayment Transaction.

2. Initiation of Transactions.

a. As of the close of business on each Business Day, Bank will determine the amount of Excess Funds, if any. If Bank determines that there are Excess Funds, Bank will debit the Account and credit the Credit in an amount equal to the lesser of (i) the amount of Excess Funds or (ii) the outstanding principal balance of the Credit plus all interest, fees and charges then outstanding under the Credit (a "Repayment Transaction"); provided, however, that Bank will not be required to initiate any Repayment Transaction in an amount less than a minimum sum mutually agreeable to Bank and Customer. Customer grants Bank a security interest in, and right of set-off to, the Account for purposes of effecting Repayment Transactions.

b. As of the close of business on each Business Day, Bank will determine the Deficiency Amount, if any. If Bank determines that there is a Deficiency Amount, Bank will charge the Credit in an amount equal to the lesser of (i) the amount by which such available balance is less than the Target Balance or (ii) the amount which is available to be borrowed under the Credit (the lesser of such amounts being referred to as the "Loan Amount"), plus the amount of any fees and charges under the Credit, and credit the Account in an amount equal to the Loan Amount (a "Loan Transaction"); provided, however, that Bank will not be required to initiate any Loan Transaction in an amount less than a minimum sum established by Bank, and Bank will not be required to initiate any Loan Transaction if any default exists under any Credit Agreement or this Agreement or Bank is otherwise excused or prohibited under any Credit Agreement or applicable law from making an advance to Customer. In addition, Bank will not be required to initiate any Loan Transaction, and the Services hereunder shall immediately and automatically terminate without notice, if: (A) the Credit has matured or been terminated; (B) Customer has cancelled the Credit; (C) an Event of Insolvency has occurred; or (D) Bank has demanded payment under the Credit.

c. If Bank has agreed to provide any other service to Customer pursuant to which Bank is authorized to transfer Excess Funds from the Account, (i) this Agreement shall prevail over the terms and conditions of such other service, (ii) Bank may initiate a Repayment Transaction or Loan Transaction under this Agreement in lieu of or prior to initiating the transfer of Excess Funds under such other service, and (iii) Bank shall not be in default as to such other service solely by reason of not initiating the transfer of Excess Funds under such other service.

3. Overdrafts. Bank may debit the Account as set forth in Section IV.M.1.a above, even though, subsequent to such debit, and as a result of additional transfers or withdrawals from the Account, the return of checks unpaid, or any other cause, the Account becomes overdrawn. In such event, Customer will be assessed Bank's then prevailing charges for overdrafts.

4. Ordinary Course. Customer and Bank intend that each Repayment Transaction hereunder be (a) in the ordinary course of business or financial affairs of Customer and Bank, and (b) made according to ordinary business terms.

5. Asset-Based Loan Sweep Advance. For each asset-based loan sweep transfer or loan sweep advance (each an "Asset Based Transfer"), Customer certifies to Bank that (i) the Asset Based Transfer is being made in accordance with the certain agreements between Bank and Customer (the "Asset Based Documents"); (ii) the Asset Based Transfer is not revocable by Customer; (iii) the representations and warranties set forth in the Asset Based Documents are true and correct as of the date of each Asset Based Transfer; and (iv) no default or event of default, however denominated, has occurred or is continuing under the Asset Based Documents or will result following the Asset Based Transfer.

6. Termination. In addition to the termination rights described elsewhere in the Agreement, Bank may terminate this Service immediately without notice to Customer if the index or other referenced rate upon which the interest rate for this Service is based is at any time less than zero percent.

N. COMMERCIAL SWEEP ACCOUNTS – INVESTMENT OPTION

NOTICE: INVESTMENT PRODUCTS, INCLUDING MONEY MARKET MUTUAL FUNDS, ARE NOT DEPOSITS OR OBLIGATIONS OF, OR GUARANTEED BY BANK OR ANY OF ITS AFFILIATES, NOR ARE THEY INSURED BY THE FDIC, OR ANY OTHER GOVERNMENT AGENCY. THE INVESTMENT OPTIONS OFFERED BY BANK UNDER THE COMMERCIAL SWEEP ACCOUNT ARE SUBJECT TO INVESTMENT RISKS, INCLUDING LOSS OF PRINCIPAL OF THE AMOUNT INVESTED.

1. General Terms Applicable to All Investment Options.

a. If a Commercial Sweep Account Investment Option has been requested and agreed to by Bank, Customer authorizes Bank to transfer funds on a manual or automated basis to and from the demand deposit account ("DDA") and Investment Option selected by Customer. Funds will be transferred between the accounts so that: (a) to the extent funds are available in either account, Customer's DDA maintains an average collected balance equal to a pre-established balance ("Peg Balance"); and (b) any collected funds in the DDA that exceed the Peg Balance ("Excess Funds") are invested by Bank as directed by Customer in accordance with this Agreement. Amounts invested in money market mutual funds, including investment income, will be redeemed and credited back to the DDA as needed so that the collected balance of Customer's DDA equals the Peg Balance. Amounts invested in other investment options, including interest or other investment income, will be credited back to the DDA each Business Day upon maturity. Bank may limit the amount of Excess Funds that it will invest on behalf of Customer on any particular Business Day. Bank may also impose a maximum redemption amount to bring the DDA to the Peg Balance on a particular Business Day. If Customer's Investment Option is not available on a given Business Day, then all Excess Funds will remain in the DDA until the next Business Day.

b. Bank is authorized to accept verbal instructions, including telephone instructions, from Customer representatives for the transfer of funds between Bank and Customer and between Customer's accounts. Bank may rely on any instructions received from Customer that it reasonably believes to be genuine.

c. Bank is authorized to execute as agent for Customer all certificates of ownership and other instruments required by law or by contract. Bank shall not be accountable for errors in judgment but only for gross negligence or willful misconduct. Bank shall not be required to comply with any direction of Customer which in Bank's judgment, may subject it to liability or to defend or prosecute any suit or action unless indemnified in a manner and amount satisfactory to it.

d. Customer may, by written instrument executed by Customer and delivered to Bank, terminate this Service and withdraw from the account the principal and accumulated income upon paying all sums due to Bank and indemnifying Bank to its satisfaction against liabilities incurred in the administration of the account.

e. Bank will act as agent to invest on the order and for the benefit of Customer. The Services described herein are provided by Bank to Customer solely as bona fide treasury management Services. Bank does not undertake any fiduciary obligation to Customer with respect to these Services. Bank's duties to act for Customer hereunder are solely mechanical and administrative in nature.

f. In addition to the termination rights described elsewhere in the Agreement, Bank may terminate this Service immediately without notice to Customer if the index or other referenced rate upon which the interest rate for this Service is based is at any time less than zero percent.

2. Investment Options.

a. Repurchase Agreements.

(i) Terms. If Customer chooses to invest Excess Funds in repurchase agreements, Customer and Bank agree to be bound by the Master Repurchase Agreement with Bank. If Customer's investments in repurchase agreements exceed its typical investment amount by \$10 million or more on a given Business Day, Customer agrees to notify Bank by providing sufficient advance notice to allow Bank to adequately collateralize the investments. Bank will exercise reasonable efforts to invest the entire amount but cannot guarantee full investment under these circumstances. If Customer fails to notify

Bank in advance or if Bank is unable to invest any or all of the additional funds in repurchase agreements, Customer agrees that Bank may be required to withhold or withdraw any interest that may have been previously paid.

- (ii) **Confirmations.** After each repurchase transaction, Bank will deliver to Customer via mail, fax, email, or other electronic means, including without limitation, posting to a password-protected website) a confirmation ("Confirmation") describing any information required by applicable law and any other terms and information which Bank may include at its discretion. The information contained in the Confirmation shall be considered true and correct and conclusively binding unless Customer notifies Bank of any error therein within three (3) Business Days after the date the Confirmation is mailed, faxed, emailed, personally delivered to Customer or sent via other electronic means, including without limitation, posting to a password-protected website. If Customer elects to receive Confirmations electronically, Customer acknowledges and agrees that Customer will no longer receive Confirmations by mail. If Customer desires to discontinue receiving Confirmations electronically, Customer shall provide written notice to Bank, whereupon Bank shall resume delivering mailed Confirmations.

b. Eurodollar Investments.

- (i) **Terms.** If Customer chooses to invest Excess Funds in Eurodollars, Bank is authorized to sweep Excess Funds from Customer's DDA into overnight Eurodollar time deposits at the Cayman Islands branch of Bank. The minimum amount that may be swept pursuant to this option is \$1,000. Excess Funds less than \$1,000 on a given Business Day will not be invested. The minimum amount may be increased if requested by Customer and agreed to by Bank. Customer's Eurodollar investments may be registered in the name of Bank's nominee or nominees. Earnings in Eurodollar investments shall be credited to Customer's DDA on a daily basis. CUSTOMER ASSUMES ALL RISK OF LOSS ARISING FROM ANY ACTION TAKEN WITH RESPECT TO THE CAYMAN DEPOSIT BY THE GOVERNMENT OF THE CAYMAN ISLANDS OR ANY SOVEREIGN OR MILITARY POWER (DE FACTO OR DE JURE).
- (ii) **THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF BANK FAILURE, THE BALANCES RESIDING IN CUSTOMER'S EURODOLLAR SWEEP ACCOUNT AT BANK WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AND WILL NOT BE INSURED BY THE FDIC. IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER'S CLAIM FOR FUNDS THAT WERE SWEEPED INTO THE EURODOLLAR SWEEP ACCOUNT WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.**

c. Money Market Mutual Funds ("Money Fund").

- (i) **Terms.** If Customer chooses the Money Fund sweep option, Excess Funds will be invested in the First American Money Market Fund offered for this Service. Excess Funds will be swept from the DDA to a pooled deposit account held in Bank's name. On the next Business Day, the Excess Funds from the pooled Deposit Account will be swept to the Money Fund to purchase shares. Customer's shares in the Money Fund will be held in Bank's name in an omnibus investment account, as agent on behalf of all Bank customers invested in the Money Fund. Customer grants to Bank a consensual possessory security interest in the omnibus investment account and all accounts maintained with Bank to secure payment of all of Customer's obligations under this Service. Customer will accrue dividends beginning on the Business Day the shares are purchased. Dividends accrue daily and are paid monthly on the last Business Day of the month. No dividends will accrue on the Business Day the shares are sold. If, for any reason, Money Fund shares are not available on any given Business Day, all Excess Funds will not be swept to the Money Fund and no dividends will accrue until shares become available for purchase. Funds in the DDA and in the pooled deposit account held at Bank will be treated as deposits and will be insured up to the applicable FDIC insurance limits. The Money Fund sweep option is only available to entities having a presence in the
- United States, which may be demonstrated by a U.S. mailing address and U.S. taxpayer identification number in Bank's records.
- (ii) **Customer Acknowledgments.** BY ACCEPTING THIS SERVICE, CUSTOMER HEREBY ACKNOWLEDGES THAT IT HAS RECEIVED A COPY OF THE PROSPECTUS OF THE DESIGNATED FUND. THIS PROSPECTUS FORMS PART OF THE IMPLEMENTATION DOCUMENTS AND WILL CONTROL OVER THE IMPLEMENTATION DOCUMENTS WITH RESPECT TO MONEY FUND SHARES. CUSTOMER FURTHER ACKNOWLEDGES THAT BANK IS NOT PROVIDING ANY INVESTMENT ADVICE HEREIN TO CUSTOMER AND MAKES NO REPRESENTATION OR WARRANTY AS TO THE SUITABILITY OR SAFETY OF THE INVESTMENTS IN ANY FUND OFFERED UNDER THIS SERVICE.
- (iii) **Money Fund Disclosures.** BANK AFFILIATES SERVE AS INVESTMENT ADVISOR, ADMINISTRATOR, CUSTODIAN, DISTRIBUTOR, TRANSFER AGENT, AND SECURITIES LENDING AGENT AND RECEIVE COMPENSATION FOR SUCH SERVICES AS DISCLOSED IN THE PROSPECTUS FOR THE DESIGNATED FUND. ALTHOUGH MONEY FUNDS SEEK TO PRESERVE THE VALUE OF CUSTOMER'S INVESTMENT AT \$1.00 PER SHARE, IT IS POSSIBLE TO LOSE MONEY BY INVESTING IN A MONEY FUND.
- (iv) **THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER WILL MAINTAIN ITS INTEREST IN THE MONEY FUND SHARES FOLLOWING A COMPLETED MONEY FUND SWEEP. THE VALUE OF THE SHARES IN THE MONEY FUND OMNIBUS INVESTMENT ACCOUNT WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AND WILL NOT BE INSURED BY THE FDIC. ON THE DAY OF FAILURE, HOWEVER, THE FDIC MAY DISALLOW THAT DAY'S SWEEP TO OCCUR. IF THE SWEEP IS DISALLOWED, ANY EXCESS FUNDS THAT WOULD HAVE NORMALLY SWEEPED ON THAT BUSINESS DAY WILL REMAIN IN THE DDA AND WILL BE TREATED AS DEPOSITS. THOSE DEPOSITS WILL BE INSURED UP TO THE APPLICABLE FDIC INSURANCE LIMITS.**

d. Commercial Paper.

- (i) **Terms.** If Customer chooses the Commercial Paper sweep option, Excess Funds shall be invested in an unsecured short-term promissory note issued by U.S. Bank National Association, and held in book entry. At the end of each Business Day, Excess Funds are automatically transferred from Customers' DDA into a sweep account that invests overnight in U.S. Bank National Association Commercial Paper. The minimum amount that may be swept pursuant to this option is \$1,000. Excess Funds less than \$1,000 on a given Business Day will not be invested. The minimum amount may be increased if requested by Customer and agreed to by Bank.
- (ii) **THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: IN THE UNLIKELY EVENT OF BANK FAILURE, THE BALANCES RESIDING IN CUSTOMER'S COMMERCIAL PAPER SWEEP ACCOUNT AT BANK WILL NOT BE DEEMED "DEPOSITS" UNDER RULES PROMULGATED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") AND WILL NOT BE INSURED BY THE FDIC. IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER'S CLAIM FOR FUNDS THAT WERE SWEEPED INTO THE COMMERCIAL PAPER SWEEP ACCOUNT WILL BE TREATED AS UNSECURED GENERAL CREDITOR CLAIMS.**

- e. Business Savings Sweep.** If Customer chooses the Business Savings Sweep option, collected funds with a minimum of \$500 in excess of a Peg Balance shall be swept from Customer's DDA into a Business Savings Sweep Account (the "Savings Account"). The Peg Balance shall be set at a minimum of \$10,000 unless otherwise agreed to by Bank. Funds remain in the Savings Account until Customer's DDA reaches a negative balance, whereupon available funds are swept back into Customer's DDA in an amount necessary to return the DDA balance to the Peg Balance.

O. MASTER REPURCHASE AGREEMENT (MRA)

THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW: ALL FUNDS IN THE REPURCHASE AGREEMENT SWEEP WILL NOT BE DEEMED "DEPOSITS" AND WILL NOT BE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC"). IN THE UNLIKELY EVENT OF BANK FAILURE, CUSTOMER WILL MAINTAIN ITS OWNERSHIP OR SECURITY INTEREST IN THE SECURITIES THAT ARE SUBJECT TO THE REPURCHASE AGREEMENT AND, UPON LIQUIDATION, WILL RECEIVE THE VALUE OF THE SECURITIES UP TO THE AMOUNT OF FUNDS SWEEPED FROM THE ACCOUNT.

1. Applicability. From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this MRA and if applicable, Annex III and the Amendment to Annex III (International Transactions) of the SIFMA Master Repurchase Agreement (1996 version).

2. Definitions.

a. "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due;

b. "Additional Purchased Securities", Securities provided by Seller to Buyer pursuant to Paragraph 4(a) hereof;

c. "Buyer's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date;

d. "Buyer's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Seller's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;

e. "Confirmation", the meaning specified in Paragraph 3(b) hereof;

f. "Income", with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;

g. "Margin Deficit", the meaning specified in Paragraph 4(a) hereof;

h. "Margin Excess", the meaning specified in Paragraph 4(b) hereof;

i. "Margin Notice Deadline", the time agreed to by the parties in the relevant Confirmation, or otherwise as the deadline for giving notice requiring same day satisfaction of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);

j. "Market Value", with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized

source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities);

k. "Price Differential", with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360-day-per-year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction);

l. "Pricing Rate", the per annum percentage rate for determination of the Price Differential;

m. "Prime Rate", the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates);

n. "Purchase Date", the date on which Purchased Securities are to be transferred by Seller to Buyer;

o. "Purchase Price", (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, except where Buyer and Seller agree otherwise, such price increased by the amount of any cash transferred by Buyer to Seller pursuant to Paragraph 4(b) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4(a) hereof or applied to reduce Seller's obligations under clause (ii) of Paragraph 5 hereof;

p. "Purchased Securities", the Securities transferred by Seller to Buyer in a Transaction hereunder. The term "Purchased Securities" with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Paragraph 4(a) hereof and shall exclude Securities returned pursuant to Paragraph 4(b) hereof;

q. "Repurchase Date", the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph 3(c) or 11 hereof;

r. "Repurchase Price", the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination;

s. "Seller's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Seller's Margin Percentage to the Repurchase Price for such Transaction as of such date;

t. "Seller's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

3. Initiation; Confirmation; Termination.

a. An agreement to enter into a Transaction may be made orally or in writing at the initiation of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.

b. Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a "Confirmation"). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this MRA. The Confirmation, together with this MRA, shall constitute conclusive evidence

of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this MRA, this MRA shall prevail.

c. In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the Business Day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

4. Margin Maintenance.

a. If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transactions (a "Margin Deficit"), then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).

b. If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer).

c. If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any Business Day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next Business Day following such notice.

d. Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.

e. Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).

f. Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this MRA).

5. **Income Payments.** Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may

agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or (B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

6. **Security Interest.** Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof. In all Transactions, Seller is acting as agent for Buyer. In the event of Seller's default under the MRA, Buyer has the right to either: (i) direct Seller to sell the Securities or (ii) sell the Securities, and, following any sale pursuant to this sentence, apply the proceeds in satisfaction of Seller's liability hereunder.

7. **Payment and Transfer.** Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

8. **Segregation of Purchased Securities.** To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to this MRA. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corporation. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this MRA shall preclude Buyer from engaging in repurchase transactions with the Purchased Securities or otherwise selling, transferring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pursuant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities

Seller is not permitted to substitute other securities for those subject to this MRA and therefore must keep Buyer's securities segregated at all times, unless in this MRA Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Buyer's securities are commingled with Seller's securities, they may be subject to liens granted by Seller to third parties and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to re-segregate substitute securities for Buyer will be subject to Seller's ability to satisfy any lien or to obtain substitute securities.

9. **Substitution.** Seller may not substitute other Securities for any Purchased Securities.

10. **Representations.** Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this MRA,

to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this MRA on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this MRA and the Transactions hereunder and such authorizations are in full force and effect, and (v) the execution, delivery and performance of this MRA and the Transactions hereunder will not violate any law, ordinance, charter, bylaw or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

11. Events of Default. In the event that (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to comply with Paragraph 4 hereof, (iv) Buyer fails, after one Business Days' notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an "Event of Default"):

a. The non-defaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The non-defaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

b. In all Transactions in which the defaulting party is acting as Seller, if the non-defaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefore on the Repurchase Date determined in accordance with subparagraph (a) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the non-defaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the non-defaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession or control.

c. In all Transactions in which the defaulting party is acting as Buyer, upon tender by the non-defaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the non-defaulting party, and the defaulting party shall deliver all such Purchased Securities to the non-defaulting party.

d. If the non-defaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, the non-defaulting party, without prior notice to the defaulting party, may: (i) as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the non-defaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the

defaulting party credit for such Purchased Securities in an amount equal to the price therefore on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and (ii) as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the non-defaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the non-defaulting party as required hereunder or (B) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefore on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source. The parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the non-defaulting party may establish the source therefore in its sole discretion, and (3) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities).

e. As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the non-defaulting party for any excess of the price paid (or deemed paid) by the non-defaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.

f. For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the non-defaulting party of the option referred to in subparagraph (a) of this Paragraph.

g. The defaulting party shall be liable to the non-defaulting party for (i) the amount of all reasonable legal or other expenses incurred by the non-defaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.

h. To the extent permitted by applicable law, the defaulting party shall be liable to the non-defaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the non-defaulting party's rights hereunder. Interest on any sum payable by the defaulting party to the non-defaulting party under this Paragraph 11(h) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.

i. The non-defaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law.

12. Single Agreement. Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder, and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been

made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

13. Notices and Other Communications. Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger or otherwise to the address specified by Bank, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereunder may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

14. Entire Agreement; Severability. This MRA shall supersede any existing agreements between the parties containing general terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

15. Nonassignability; Termination.

a. The rights and obligations of the parties under this MRA and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this MRA and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This MRA may be terminated by either party upon giving written notice to the other, except that this MRA shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.

b. Subparagraph (a) of this Paragraph 15 shall not preclude a party from assigning, charging or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

16. Governing Law. This MRA shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

17. No Waivers, Etc. No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this MRA and no consent by any party to a departure herefrom shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pursuant to Paragraph 4(a) or 4(b) hereof will not constitute a waiver of any right to do so at a later date.

18. Use of Employee Plan Assets.

a. If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto (the "Plan Party") in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.

b. Subject to the last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.

c. By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving a Plan Party.

19. Intent.

a. The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

b. It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

c. The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

d. It is understood that this MRA constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

20. Disclosure Relating to Certain Federal Protections. The parties acknowledge that they have been advised that:

a. In the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder;

b. In the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and

c. In the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

P. ZERO BALANCE ACCOUNT (ZBA) SERVICES

1. General. ZBA Services allow Customer to concentrate balances across multiple checking accounts consisting of a lead ("Master Account") and one or more sub-accounts funded by the Master Account. At the close of each Business Day, at a time determined by Bank, Bank shall transfer available or collected balances between the Master Account and sub-account(s) via two-way automatic transfers to ensure that the sub-accounts maintain a zero balance or a balance otherwise designated by Customer (collectively, the "Established Balance"). In addition, one-way transfers can be made from: (i) the Master Account to the sub-account; (ii) the sub-account to the Master Account; or (iii) the Master Account to the sub-account with deposits remaining in the sub-account.

Customer agrees to maintain sufficient available funds in the Master Account to cover the aggregate debits made to the sub-accounts to enable the sub-accounts to be maintained at the Established Balance at the close of each Business Day. If the available balance in the Master Account is insufficient to restore the balance in a sub-account to the Established Balance, a lesser amount may be transferred to the sub-account in Bank's sole discretion. If there are multiple sub-accounts and insufficient funds in the Master Account to fund all sub-accounts, Bank may, in its sole discretion, determine which sub-accounts to fund and to what extent. In addition, Bank may, in its sole discretion, either (i) reject any checks or other debit items drawn on any sub-account or (ii) accept any checks or other debit items drawn on a sub-account, even if such acceptance would bring the sub-account below the Established Balance. If Bank must reverse a provisional credit and such reversal causes the Master Account to have a negative balance, Customer agrees that Bank may reverse the transfer of any funds, in whole or in part, between the sub-account and the Master Account, and Bank may additionally reject any items not finally paid on the sub-account. Bank reserves the right to suspend or terminate ZBA Services without prior notice to Customer.

2. Focal Point Plus. If selected by Customer, the Focal Point Plus Service allows Customer to: (i) concentrate balances across multiple checking accounts consisting of a lead ("Master Account") with one or more subaccounts ("Shadow Accounts"), which are all funded by the Master Account; and (ii) track transactions with location reporting. Two-way automatic transfers ensure the Shadow Accounts maintain a zero balance. One-way transfers can also be made from the Shadow Accounts to the Master Account. Customer acknowledges and agrees the Shadow Accounts are deemed to be part of the Master Account for purposes of this Agreement and cannot be used to process transactions independent of the Master Account.

Q. SINGLEPOINT® INTERNATIONAL REQUEST FOR TRANSFER SERVICES

The U.S. Bank SinglePoint® International Request for Transfer Services will enable domestic or foreign organizations doing cross-border business to initiate or execute payment or transfer instructions from, or between, Customer accounts held at Bank and foreign banks. Prior to implementation of this Service, the Forwarding Bank and the Executing Bank must enter into a Bilateral Agreement referencing their mutual accession to the SWIFT Request for Transfer (MT101) Service Level or other relevant Service Level. Bank acts in the capacity of the Forwarding Bank with respect to all Requests for Transfer. This Service or other similar remote initiation Services offered by Bank are governed by this Agreement, the Bilateral Agreement, the Interbank Agreement, and all other applicable federal, state and local laws and regulations. Unless otherwise defined, all capitalized terms shall have the meanings set forth in the Interbank Agreement and Bilateral Agreement.

1. Definitions.

- a. "Beneficiary" means the person or entity designated in the Originator's instruction to receive funds.
- b. "Beneficiary Bank" means the financial institution crediting the funds to the Beneficiary's account.
- c. "Execute" or "Execution" means the debiting of the Originator's account by the Executing Bank pursuant to a Request for Transfer from the Forwarding Bank and the forwarding of the credit transfer to the Beneficiary Bank.
- d. "Executing Bank" means the financial institution that receives and Executes the Request for Transfer from the Forwarding Bank and then forwards the credit transfer to the Beneficiary Bank.
- e. "Forwarding Bank" means a financial institution receiving a Request for Transfer from the Instructing Party and forwarding it to the Executing Bank.
- f. "Instructing Party" means a customer of the Forwarding Bank, which could be an office, department or division of the Originator, or a separate legal entity, authorized by the Originator to initiate a Request for Transfer to the Forwarding Bank.
- g. "Interbank Agreement" means the Service Level Master Agreement (SLMA) and Request for Transfer Service Level Rules and Regulations (MT 101) or other relevant Service Levels offered by Society for Worldwide Interbank Financial Telecommunication (SWIFT), to which the Forwarding Bank and the Executing Bank are a party.
- h. "Originator" means the customer of the Executing Bank whose account is to be debited pursuant to a Request for Transfer.
- i. "Request for Transfer" means a transfer instruction received by the Forwarding Bank from the Instructing Party for onward transmission as an MT101 to the Executing Bank, and which is capable of being processed under an Interbank Agreement.

2. Bank as the Forwarding Bank. If Customer selects Bank as the Forwarding Bank, Customer is deemed to be the Instructing Party for all Requests for Transfer. Customer will appoint those individuals authorized to instruct Bank regarding Request for Transfer Services ("Authorized Users") via the relevant Implementation Documents and System Administrator designations establishing the Authorized Users' access authority and transaction limits. Bank may rely on any such authorization until it has received Customer's written notice of revocation and has had a reasonable opportunity to act thereon. Customer and its Authorized Users and other Agents shall maintain the highest possible level of confidentiality with regard to PINs or other security devices and will take all steps necessary to prevent access to them by unauthorized persons. Customer shall be responsible for the accuracy, completeness and timeliness of all Requests for Transfer sent to Bank. Requests for Transfer received after Bank's established deadline or on any non-Business Day, including any Saturday, Sunday, holiday or any day that Bank's wire department is not open, will be considered received on the next Business Day. Customer authorizes Bank to process and forward to the Executing Bank all Requests for Transfer received in accordance with any established security procedures. Notwithstanding the foregoing, Bank does not

assume any responsibility for the Execution of the Request for Transfer by the Executing Bank and completion of the credit transfer to the Beneficiary Bank. Customer understands and acknowledges that any applicable callback notifications on PIN limits established by Customer with Bank for wire transfer dollar thresholds do not apply to Requests for Transfer. Customer agrees not to initiate a Request for Transfer in violation of applicable federal, state or local law or regulations.

3. Security Procedures. Customer and Bank shall comply with any established security procedures with respect to the initiation and forwarding of any Request for Transfer, including but not limited to, the SWIFT authentication procedures identified in the SWIFT User Handbook, as amended from time to time. Customer agrees that any such security procedures shall be deemed commercially reasonable. Customer understands that the security procedures are not intended for the purpose of detecting errors in the transmission or content of a Request for Transfer controlled by Customer. Customer agrees to be bound by any Request for Transfer sent in the name of Customer that is processed by Bank in compliance with the agreed security procedures whether or not authorized.

4. Amendment or Cancellation. Customer does not have the right to reverse, adjust or revoke any Request for Transfer after it has been received by Bank; provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a Request for Transfer that has already been Executed, Bank may intervene at Customer's request, to request that the Beneficiary Bank return all or a portion of the funds. Customer understands that the Beneficiary Bank is under no legal obligation to comply with this request.

5. Rejection/Repair. Bank may reject a Request for Transfer if: (i) it is not initiated or transmitted in accordance with the applicable security procedures; (ii) there is any inconsistency between a Request for Transfer and information previously supplied to Bank; or (iii) Bank has other reasonable grounds not to honor the Request for Transfer. Bank shall have no obligation to repair any Request for Transfer it receives but may, in its absolute discretion, endeavor to repair any Request for Transfer. Bank shall notify Customer of any rejections or suspensions.

6. Limits on Bank's Liability. Bank sends outgoing and receives incoming Requests for Transfer using SWIFT. Bank shall not be responsible for the acts or omissions of Customer, the SWIFT network, other financial institution or any other person. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for foreign exchange risk, delays, non-delivery or other events resulting from causes beyond Bank's control.

R. SWIFT-RELATED SERVICES

The SWIFT-Related Services (the "Service") will enable organizations with domestic or cross-border activity to initiate or execute payment or transfer instructions from Customer's Bank account to another account held at Bank or a third-party bank, and to receive account information and payment notifications from Bank via products and services offered by the Society for Worldwide Interbank Financial Telecommunication ("SWIFT"). This Service or other similar services offered by Bank are governed by this Agreement, applicable SWIFT agreements, rules, and terms and conditions (collectively, "SWIFT Terms"), and all other applicable federal, state and local laws and regulations. Unless otherwise defined, all capitalized terms shall have the meanings set forth in the SWIFT Terms.

1. Definitions.

- a. "Account Reporting" means cash management notifications, transaction and account information provided by Bank to Customer.
- b. "Beneficiary" means the person or entity (including Customer) designated in Customer's Transfer Request to receive funds.
- c. "Beneficiary Bank" means the financial institution (including Bank) that credits the funds to the Beneficiary's account.
- d. "Execute" or "Execution" means the debiting of Customer's account by Bank and the forwarding of the credit transfer to the Beneficiary Bank pursuant to a Transfer Request from Customer.
- e. "FileAct" means a file transfer service that utilizes the SWIFT infrastructure to enable the transfer of data in various file formats.
- f. "Transfer Request" means a MT103 or other SWIFT transfer instruction sent by Customer to Bank for onward processing. If SWIFT-Related services are accessed using SCORE, "Transfer Request" means a MT101 Request for Transfer instruction.
- g. "SCORE" means the Standardized Corporate Environment, a SWIFT direct access corporate service which offers Customer a secure connection and standardized environment to manage Customer's payments and payment information.

2. Security Procedures. Customer shall comply with all security procedures established by Bank for the SWIFT-Related Services, including but not limited to, the SWIFT authentication procedures identified in the SWIFT User Handbook, as amended from time to time. Customer agrees that any such security procedures shall be deemed commercially reasonable. Customer understands that the security procedures are not intended for the purpose of detecting errors in the transmission or content of any Account Reporting, or of a Transfer Request controlled by Customer. Customer is solely responsible for maintaining its own internal security procedures to prevent errors or unauthorized access to Customer's computer systems by unauthorized employees, vendors or customers. Customer agrees to be bound by any Transfer Request that appears to have been sent by Customer that is processed by Bank in compliance with the agreed security procedures, whether or not authorized. Bank will use reasonable care in transmitting the Account Reporting but assumes no responsibility for the accuracy or timeliness of the information supplied by other financial institutions, the SWIFT network. Customer agrees to immediately notify and fully cooperate with Bank if it suspects or becomes aware of any breach or compromise of the security of the SWIFT-Related Services.

3. Transmission and Processing of Transfer Requests. Customer authorizes Bank to Execute all Transfer Requests delivered to Bank by Customer in compliance with the terms of this Agreement and any established security procedures. Customer shall adhere to formatting and processing requirements established by Bank. Customer authorizes Bank to use whatever means Bank, in good faith, deems reasonable under the circumstances to execute each Transfer Request, including selection of a funds transfer system, routing and means of transmission. Customer shall be responsible for the accuracy, completeness and timeliness of all Transfer Requests sent to Bank for Execution. Transfer Requests with settlement dates of more than thirty (30) calendar days from receipt may not be processed unless prior arrangements have been made. Customer is solely responsible for initiating Transfer Requests sufficiently in advance to meet Customer's contractual obligations to its vendors and/or customers. Bank shall not be responsible for any late payment or finance charges that may result from Customer's failure to allow sufficient lead-time to make a Transfer Request. Bank and any other financial institution may rely on the account, routing or BIC numbers in the Transfer Requests

even if such numbers do not correspond to the name of Customer, the Beneficiary or the Beneficiary Bank.

4. Amendment or Cancellation of Transfer Requests. Customer does not have the right to reverse, adjust or revoke any Transfer Request after it has been received by Bank; provided, however, that Bank will make a reasonable effort to act on such a request by Customer. With respect to a Transfer Request that has already been Executed, Bank shall, at Customer's request, request that the Beneficiary Bank return all or a portion of the funds. Customer understands that the Beneficiary Bank is under no legal obligation to comply with this request.

5. Rejection/Repair of Transfer Requests. Bank may reject a Transfer Request if: (i) it is not initiated or transmitted in accordance with the applicable security procedures; (ii) does not adhere to Bank's formatting or processing requirements; (iii) there is any inconsistency between a Transfer Request and information previously supplied to Bank; (iv) Customer's Transfer Requests exceed any applicable transaction limits established by Bank; (v) if there are insufficient collected funds in Customer's account to fund the Transfer Request; or (vi) Bank has other reasonable grounds not to honor the Transfer Request. Bank shall have no obligation to repair any Transfer Request it receives but may, in its absolute discretion, endeavor to do so.

6. Account Reporting. Bank may send notifications that allow Customer to receive advices relating to Customer's payments processed by Bank. Bank may also provide Customer with information on accounts maintained at Bank. If Customer elects to receive notifications and other account information via SWIFT, Customer shall exercise extreme care in maintaining its own security in the receipt of the notifications or information. Customer acknowledges that the data received via SWIFT may include confidential information, including, without limitation, names, amounts, phone numbers and account information. Customer further acknowledges that it alone assumes full responsibility for maintenance of its internal security procedures to keep such information confidential.

7. Limits on Bank's Liability. Bank will use reasonable efforts to provide notifications and information in a prompt fashion but shall not be liable for the temporary failure to provide timely data. Bank assumes no responsibility for any delays caused, or for inaccurate or incomplete information provided, by the SWIFT network or third-party banks with respect to payments and related information. Bank shall not be responsible for the acts or omission of Customer, the SWIFT network, any other financial institution or any other person. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for foreign exchange risk, delays, non-delivery or other events resulting from causes beyond Bank's control.

8. SCORE. If Customer accesses the SWIFT-Related Services using SCORE, Customer shall additionally comply with applicable SWIFT agreements, documentation, user guides, security procedures and all other instructions and recommendations provided by SWIFT or by Bank in relation to the use of SCORE. Customer acknowledges that Bank does not regulate the setup and provision of SWIFT membership, joining the SWIFT network or SCORE, the SWIFT network security or the facilities necessary to access and use them. Customer represents that it is, and will throughout the term of this Service remain, an authorized SWIFT participant. Customer authorizes Bank to act on any instruction contained in a SWIFT message received by Bank through SCORE which appears to have been sent by Customer. In the event that Customer requests Bank to provide SWIFT-Related Services through SCORE to a parent company, subsidiary, affiliate or other commonly owned company, Customer agrees that it shall be jointly and severally liable for such related entity's obligations under this Agreement. Customer represents and warrants that such related entity is a duly authorized agent of the Customer and that the related entity is acting on behalf of Customer in its authorized capacity.

9. FileAct. If the FileAct service is offered by Bank and selected by Customer, Customer may use this service which enables the secure and reliable transfer of files to exchange batches of financial messages, reports, bulk payment files, images and other data over the SWIFT network. FileAct supports both interactive (real-time) and store-and-forward modes. Prior to implementation, Customer shall verify that Bank is capable of supporting the file formats and transaction types that Customer wishes to transmit. If the file format and transaction type is supported by Bank, Customer agrees that the processing of each file shall be additionally subject to all applicable Sections of the Agreement.

V. TERMS APPLICABLE TO SPECIFIC FOREIGN EXCHANGE SERVICES

The following are additional terms and conditions applicable to all Foreign Exchange Services offered by Bank including, but not limited to, spot, forward, swap and option transactions, whether physically deliverable or non-deliverable FX transactions. Bank may change the number or type of Services offered at any time.

1. Conflicting Provisions and Separate Disclosures. With respect to all foreign exchange transactions or other derivative products entered into by Customer, to the extent that any provision of this Agreement conflicts with a provision of any ISDA Master Agreement by and between Customer and Bank or any documents related thereto (the "ISDA"), the ISDA terms shall govern. Disclosures herein supplement other disclosures that Bank may provide Customer and any other agreements between Bank and Customer in connection with FX transactions, including, but not limited to, ISDA Master Agreement, USBNA Assessment and Agreement for Swap Transactions, the ISDA August 2012 DF Protocol, the ISDA March 2013 DF Protocol, the ISDA General Disclosure Statement for Transactions, the ISDA Disclosure Annex for Foreign Exchange Transactions, and the U.S. Bank National Association Foreign Exchange Disclosures.

2. Foreign Exchange Risk. Many banking and finance transactions carry risk. All foreign exchange transactions, including but not limited to, swaps, options, forwards, foreign exchange transactions currency accounts, and other similar derivatives and related products involve unique risks specific to the nature of these types of transactions and the currency market. These types of transactions are not suitable for all Customers. Customer should fully understand the nature and extent of exposure to risk of loss, if any, which in some circumstances may significantly exceed the amount of any initial payment made by or to Customer. All decisions to enter into foreign exchange transactions should be made by Customer giving appropriate consideration to Customer's experience, objectives, financial resources and business environment. Bank will be truthful in its statements about any facts, but statements made by Bank should not be construed as recommendations or advice.

3. Arm's Length Transactions. Bank is a dealer and market maker in the foreign exchange market. As such, Bank engages in price quoting, order taking, trade execution and other related activities with counterparties and other dealers and for Bank's own account. Unless otherwise agreed by Bank in writing, Bank acts as a principal on an arm's length basis, does not act as Customer's agent, broker, fiduciary, financial advisor or in any similar capacity when engaging in FX transactions with Customer, nor will Bank perform the duties associated with these roles.

4. Pricing. Many factors affect foreign exchange pricing, including but not limited to, the size and nature of the transaction, credit, capital and funding costs, applicable trading venue or platform and the manner that such trading platform or venue is utilized, settlement risk, operational considerations, regulatory requirements, relationship factors such as the amount and nature of service provided and volumes traded by Customer, the type of trade request, and business costs such as fees related to exchanges, brokers or other intermediaries. Market conditions, such as demand, frequency, timing and volatility, also affect foreign exchange pricing. These factors in pricing may result in Bank offering different prices to different customers for the same or similar FX transactions. Unless otherwise agreed, prices quoted by Bank on all FX transactions (actionable and indicative) are an "all in" price that typically includes Bank's bid or offer spread for the requested transaction and an amount to compensate Bank based on the many factors set forth above. These components will not be separately disclosed unless required by law. Bank's pricing may not be reflective of prices being offered by other dealers. During extreme market conditions, such as liquidity events, the notional size and price levels Bank offers may not match levels provided in normal market conditions.

A. ELECTRONIC FOREIGN EXCHANGE SERVICES

1. Introduction. Bank may provide foreign exchange services to Customer in connection with one or more web-based services, via private Internet site owned and operated by Bank ("EFX"). If requested by Customer and agreed to by Bank, Bank will provide such services in accordance with this Agreement and other terms and procedures provided to the Customer. Customer agrees that Customer's use of EFX and all

transactions initiated thereby shall be governed by this Section, all other relevant sections of the Agreement and any other related disclosures provided to Customer, in either paper or electronic format. EFX shall be available only during hours as established by Bank, which may vary by day or location. Notwithstanding anything to the contrary herein, Bank does not confirm that the person authorizing any EFX transaction is an Authorized Signer or is otherwise authorized to conduct any EFX transaction on behalf of Customer.

2. Access Devices. Once Bank has granted Customer access to any EFX system, System Administrator(s) designated by Customer in the Implementation Documents will be provided with one or more access devices, which may include cards, identification numbers and/or passwords. Customer shall use all EFX services in accordance with the security procedures set forth in this Agreement.

3. Trades.

a. General Procedures. Within the applicable EFX platform, Customer informs Bank that Customer wishes to purchase or sell a stated amount of currency against a second currency on a designated date ("Settlement Date") either unconditionally or at a displayed exchange rate, if one may be obtained ("Trade"). Any transaction that results following the submission of a Trade shall be Customer's legally binding obligation. Trades submitted to Bank via an EFX platform shall be effective only upon acceptance by Bank. Bank will establish from time to time specific times of day after which Trades will not be processed on a "same-day" or "next-day" basis. Trades submitted after Bank's deadline will be considered received on the next business day. Deadlines will differ depending on the Trade currency and other factors. Market movements could occur while systems are processing Customer's transaction. These market movements may be in Customer's favor or against Customer's position and will be reflected in the execution price.

b. Confirmation. Bank shall make reasonable efforts to provide information and status of the terms of any Trade on the EFX platform or by other means established by Bank. Failure by Bank to confirm a Trade for any reason, including without limitation computer malfunction, shall not excuse Customer's obligations related to any Trade. Bank's internal records with respect to each Trade shall constitute conclusive evidence of the terms of each Trade. The terms of each Trade shall be incorporated into and become part of this Agreement.

b. Settlement Instructions and Payment. Once a Trade has been made, Customer agrees to make payment or delivery of currency to Bank on the Settlement Date of the Trade in accordance with the settlement instructions provided by Customer, plus any applicable fees or charges. Bank expects that all trades will settle via standing settlement instructions. Customer is solely responsible for the accuracy and completeness of any settlement instructions delivered to Bank through EFX and such settlement instructions are subject to the concurrence of Bank. Any change to Customer's standing instructions must be completed on the platform no less than three business days prior to settlement. Failure to do so may result in settlement after value date and a claim for compensation or use of the previously applicable settlement instructions and a claim for compensation. Bank strongly discourages the use of third-party payments to settle foreign exchange transactions. Third-party payments will only be permitted in certain instances in the sole discretion of Bank. Requests for third-party payments will require all information requested by Bank in connection with anti-money laundering regulations and policies. Settlement instructions for approved third-party payments must be provided on the platform no less than three (3) business days prior to settlement. Settlement instruction provided after this time or incorrect or incomplete instructions may result in settlement after the value date or use of the previously applicable settlement instructions. Should Customer instruct Bank to settle a Trade by debiting an account, Customer agrees to maintain sufficient available funds in the account to settle on the Settlement Date. Should funds be insufficient to settle the trade on the Settlement Date, Bank reserves the right in its sole discretion to debit any of Customer's account with the Bank in the amount of Trade, subject to applicable account fees and charges, or to terminate the Trade.

c. Cancellation or Change. Customer acknowledges and agrees that Customer shall have no right to cancel or reverse a Trade once submitted. Bank will, however, make reasonable efforts in its sole and complete

discretion to cancel or amend the terms of a Trade upon Customer's request. Should a Trade be successfully canceled or amended, Customer agrees to reimburse Bank for any breakage costs and other expenses incurred by Bank to cancel or amend the Trade, including any fees imposed for this extraordinary service. Bank reserves the right to adjust the exchange rate on any Trade requiring a new Settlement Date to reflect any costs associated with carrying that Trade to a new Settlement Date.

4. Funds Transfers. Customer authorizes Bank to execute and charge the designated Customer account(s) for wire transfer payment orders delivered to Bank via any EFX service. Customer agrees that all such wire transfer payment orders will be governed by the relevant Sections of this Agreement.

5. Representations and Warranties. Customer represents and warrants to Bank as of the date of this Agreement and as of the date of each Trade that: (i) Customer is authorized to enter into this Agreement and any Trade, (ii) the persons entering into the Agreement (and each Trade) on Customer's behalf have been duly authorized to do so, (iii) the Agreement (and each Trade) is binding and enforceable against Customer in accordance with its terms, (iv) no Termination Event has occurred or is continuing, and (v) Customer is acting as principal with respect to each Trade.

6. Close-Out Events. Each of the following events shall constitute a close-out event under this Agreement (each a "Close-Out Event"): (i) failure by Customer to pay Bank for any amounts due under this Agreement or any Trade, (ii) any voluntary or involuntary insolvency proceeding (including without limitation any proceeding under any bankruptcy, insolvency or other similar laws governing the operations of Customer) shall have been commenced against Customer, (iii) Customer fails, or is otherwise unable, to pay its debts as they become due, (iv) Customer disaffirms, disclaims or repudiates any Trade, (v) any representation made by Customer under this Agreement shall prove to have been false or misleading in any material way at the time that it was made, or (vi) Customer shall be in default of any agreement between Customer and Bank or its subsidiaries or affiliates.

7. Rights Upon Close-Out Event. If a Close-Out Event has occurred, Bank shall have the right to terminate this Agreement and, upon notice to Customer, close out all outstanding Trades on a date specified by Bank (the "Close-Out Date"). In such event, Bank shall liquidate such Trades by calculating in good faith the gain or loss of all Trades as follows: (i) determine the close out amount of each Trade, which shall be equal to the sum of the face value of each Trade in a particular currency with a Settlement Date that is the same or later than the Close-Out Date and the face value of each Trade in the same currency with a Settlement Date prior to the Close-Out Date, plus interest at the Fed Funds rate from and including the Settlement Date, but excluding the Close-Out Date, (ii) convert the close out amount of each group of like currency Trades into U. S. Dollars at the rate of exchange at which, at the time of the calculation, Bank may buy U.S. dollars with or against currency of each closed out Trade, and (iii) determine for each Trade the sums that would have been owed by Customer to Bank and the sums that would be owed by Bank to Customer (adjusted to present value by discounting the gain or loss at the Fed Funds rate from and including the Settlement Date, but excluding the Close-Out Date). The preceding amounts shall be aggregated, so that all such amounts are netted into a single liquidated amount payable to or by Bank. Customer shall pay on demand any amounts owing to Bank pursuant to this Section and Bank's calculations shall be conclusively binding against Customer, absent manifest error.

B. FOREIGN CURRENCY ACCOUNTS

1. Introduction. If requested by Customer and agreed to by Bank, Customer may open a Foreign Currency Account ("FCA") at U.S. Bank National Association ("Standard FCA").

2. Permitted Deposits. Bank may accept the following for deposit into FCA:

- a. Proceeds of matured foreign exchange purchase contracts;
- b. Proceeds of foreign currency denominated letters of credit or documentary collection;
- c. Incoming international funds transfers;
- d. Proceeds of loan disbursements; or
- e. Foreign checks and other items subject to collection, which may not be available until funds are received by Bank.

Bank will not accept currency or coin for deposit into FCA. Deposits not specifically enumerated above may be allowed if agreed to by Bank in writing. Only collected and verified funds can be deposited into FCA, whereupon funds will be immediately available for withdrawal or transfer by Customer.

3. Withdrawals. Customer can make withdrawals out of FCA in the following ways:

- a. Settlement of a foreign currency exchange sale contract;
- b. Negotiation of foreign currency denominated letters of credit or documentary collection;
- c. Outgoing international funds transfers by wires initiated in accordance with Bank procedures; or
- d. Payment of a foreign currency loan.

Each of these methods of making a withdrawal will result in an immediate debit to the FCA for the entire amount Customer has elected to withdraw from such FCA.

4. Interest. Interest rates offered on FCAs are determined in Bank's discretion based on the applicable currency. Such interest rates may be set at zero or at a negative interest rate. Interest is calculated based on the average daily balance method. The average daily balance method is an annualized rate that reflects the relationship between the amount of interest each fiscal month and the average daily balance in the account for such fiscal month. Negative interest may be assessed as a fee based on the interest rate set by the applicable monetary authority plus the incremental cost of funding to U.S. Bank.

5. Denomination. Customer will elect the denomination of each FCA on a separate account opening document. Transfers of funds into and out of FCA in the currency in which that particular FCA is denominated will be made without regard to the equivalent value of that sum of foreign currency in U.S. dollars or other foreign currencies. Transfers of funds into and out of FCA in a currency other than the currency in which that particular FCA is denominated may be accommodated by the Bank in its discretion. Such transfers will be made at the prevailing exchange rate determined by Bank.

6. Non-Business Days. In addition to non-Business Days specified in the Agreement, there will occasionally be other days on which Bank cannot process or complete a transaction due to holidays in foreign countries.

7. Other Terms. Bank may refuse a deposit, limit the amount which Customer may deposit, return all or any part of a deposit or require that Customer close FCA at any time. Bank may also close FCA without prior notice and remit to Customer any balance remaining after taking into account all pending debits and charges against such FCA.

8. Foreign Currency Account Risks. Investing in any currency other than the base currency of the Customer carries risk. The value of the balances in such accounts may be significantly affected by changes in currency exchange rates. Some other risks of maintaining foreign currency balances include, but are not limited to: the effects of a different economic system in a foreign country, future political and economic developments, possible imposition of exchange controls or other government restrictions, and with respect to certain countries, the

possibility of expropriation or confiscatory taxation, political or social instability, or diplomatic developments which could adversely affect the value of the currency. Should Bank's balances in a foreign country become blocked or withdrawals by Bank become otherwise restricted, Customer's funds in the FCA will likewise be blocked or otherwise restricted.

WHILE DEPOSITS IN FCAS MAY BE INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") UP TO A MAXIMUM AMOUNT ALLOWED BY LAW, CUSTOMER IS NOT PROTECTED BY BANK AGAINST FOREIGN CURRENCY EXCHANGE RATE FLUCTUATIONS OR FROM INABILITY TO ACCESS FUNDS FROM FOREIGN REGULATIONS BY THE FDIC INSURANCE, OR ANY OTHER INSURANCE OR GUARANTY PROGRAM.

9. Limitations on Liability. In addition to other limitations on liability set forth in this Agreement, Customer expressly releases and holds harmless Bank, and its affiliates, agents and employees, from any liability, loss, damage or claim related to currency exchange rates or fluctuations in value of the currency in which the applicable FCA is denominated with respect to the U.S. dollar and other currencies. Customer hereby assumes all risks related to currency exchange rates and fluctuations in currency values, including that the foreign currency in FCA might be worth less, in U.S. dollars or other foreign currencies, than the U.S. dollar or other foreign currency equivalent of such funds at the time deposited into the FCA. Bank makes no warranty and no representation about the value of any FCA balance at any time.

VI. TERMS APPLICABLE TO SPECIFIC MONEY CENTER AND SAFEKEEPING SERVICES

The following are additional terms and conditions applicable to specific Money Center and Safekeeping Services offered by Bank. In the event of a conflict between this Section VI and any other provision of this Agreement, Section VI shall govern. Bank may change the number or type of Services offered at any time. Customer shall not be bound by the terms and conditions for the specific Services described in this Section VI to the extent Customer is not using such Service(s).

Municipal Advisor Rule Disclosure. This disclosure applies to Customer if Customer is classified as a municipality or an "obligated person" under the Municipal Advisor Rule. For purposes of Section 15B of the Securities Exchange Act of 1934 (the "Act") (SEC Rule 15Ba1-1 et seq.) (the "Rule"), Bank: (1) is not recommending and will not recommend an action to Customer; (2) is not providing and will not provide "advice" to Customer as defined in the Rule, and any information or communication from Bank in respect of Customer's accounts with the Money Center or the Safekeeping Departments of Bank or in respect of any securities transaction or potential securities transaction to be executed via such account(s) is not intended to be and should not be construed as "advice" as defined in the Rule; and (3) is not acting as an advisor to Customer and does not owe Customer any fiduciary duty pursuant to Section 15B of the Act or otherwise with respect to any such account(s), information, communication, transaction or potential transaction. Customer should discuss any information or material provided to Customer by Bank in connection with trading, investing or other activity in the such account(s) with any and all of Customer's internal or external advisors and experts that Customer deems appropriate before acting on any such information or material.

A. INVESTMENT, DEPOSITORY AND SAFEKEEPING SERVICES

From time to time, Customer may effect securities transactions or establish deposits with Bank's Money Center Department and/or request safekeeping services from Bank's Safekeeping Department. All such transactions shall be subject to the terms and conditions of this Agreement.

1. Definitions.

a. "Confirmation" means the confirmation statement from Bank as described in this Agreement.

b. A "Money Center deposit" means an interest-bearing demand deposit account, a money market deposit account ("MMDA"), a time deposit, or other deposit liability of Bank to Customer established under this Agreement and maintained in Customer's Money Center investment account.

c. "Safekept Securities" means securities that Bank has agreed to accept and hold for the account of Customer under the terms of this Agreement.

d. The term "securities" means all securities (as Defined in the Securities Exchange Act of 1934) and all investment securities or products from time to time offered by Bank to Customer, other than certificates of deposit issued by Bank and deposits made with Bank.

e. "Settlement Account" means any settlement account(s) designated by Customer or any replacement account identified by Customer in a written notice delivered to Bank.

2. Securities Transactions: Compensation and Capacity of Bank.

a. In General. In any securities transaction governed by this Section VIA, Bank may be acting as principal, riskless principal, or agent. Bank's capacity in any securities transaction will be indicated on the Confirmation.

(i) As Principal. When acting as a principal in securities transactions, Bank will either buy securities for its own account or sell for its own account securities owned by Bank, whether such securities are bought before or after receiving Customer's order. Bank's compensation is reflected in the price at which Bank buys or sells the securities.

(ii) As Riskless Principal. When acting as a riskless principal in securities transactions, after receiving from Customer an order to buy

or sell securities, Bank will buy or sell securities for its own account to offset the sale to or purchase from Customer. Bank's compensation is reflected in the price at which Bank buys and sells the securities.

(iii) As Agent. When acting as Customer's agent in securities transactions, Bank will buy or sell securities solely for Customer's account. Bank's compensation due from Customer is the amount of any agency service charge indicated on the Confirmation.

b. Service Fees. In addition to compensation received as a principal, riskless principal or agent, Bank may charge Customer service fees in relation to securities transaction as specified in the current fee schedule as provided to Customer, which may be amended from time to time upon notice to Customer.

c. Other Compensation; Bank Securities. Bank may be paid a fee or other compensation by any other party in connection with any securities transaction, and any such fee or compensation will be in addition to fees payable by Customer to Bank under this Agreement. Such additional compensation may include, without limitation, advisory, custodial, distribution and/or shareholder service fees (which may be paid as service fees pursuant to Rule 12b-1 under the Investment Company Act of 1940) that Bank or its affiliates may receive from various mutual funds and/or mutual fund service providers, based upon moneys invested in the funds. Customer acknowledges that those fees or other compensation may be paid to Bank for such services, and that such payments will not reduce or offset any fee or compensation due from Customer to Bank under this Agreement. Further, Customer acknowledges that securities Customer acquires through Bank may directly or indirectly (including through mutual or money market funds) represent an ownership interest in securities issued by Bank or its affiliates or by funds sponsored by Bank or its affiliates.

3. Money Center Deposits.

a. In General. If Customer elects to deposit funds through the Bank's Money Center Department, that Money Center deposit shall be maintained within Customer's Money Center investment account. Bank will provide Customer with a Confirmation upon Customer's placement of funds, and the deposit transaction will be reflected on Customer's Money Center account statement. With the exception of Eurodollar deposits (which are not deemed deposits under rules promulgated by the FDIC and therefore are not insured by the FDIC), Money Center deposits are FDIC insured per depositor, up to applicable FDIC limits. By opening and maintaining a Money Center deposit, Customer agrees to be bound by this Agreement.

b. Access to Funds. In addition to any other restrictions specified elsewhere in this Agreement, Customer shall not be allowed to make withdrawals or transfers from a Money Center deposit at a U.S. Bank branch or ATM or via check. No debit or ATM cards will be issued on a Money Center deposit. Customer shall be permitted to make withdrawals or transfers from a Money Center deposit only by contacting the Money Center Department in the following manner: telephone, facsimile, email, or via an online system provided or approved by Bank.

c. Notice of Withdrawal. Bank reserves the right to require at least seven (7) days written notice prior to withdrawal or transfer of funds from an MMDA, unless otherwise specified on the Confirmation for the Customer's placement of funds. Customer must provide such notice to Bank's Money Center Department by 3:00 PM Central Time via telephone, email, or fax.

4. Pledges; Segregation.

a. Pledges. Upon request of Customer, Bank can provide a form of control agreement suitable for transactions where Customer wishes to grant to third parties a lien, pledge or other rights over its property held by or at the Money Center or Safekeeping Departments at Bank. Customer agrees that all costs of Bank, including reasonable fees and expenses of outside counsel if deemed necessary by Bank, will be at Customer's expense if such a control agreement is requested, whether or not a final agreement is entered into.

b. Segregated Assets. Where Customer wishes to effect transactions hereunder on behalf of its customers using the property of such

customers, Customer will first notify Bank in writing of its intention to do so before effecting any such transactions. Customer acknowledges that Bank may require one or more additional agreements in order to accept such transactions. Once acceptance of such transactions has been approved by Bank, Customer agrees to include in its instructions to Bank an agreed identifier or designation as to the applicable securities, deposits and transactions.

5. Securities Transaction Requests.

a. Effecting Transactions. Each securities transaction will be effected pursuant to Customer's instructions made verbally, by fax or sent electronically via email or a trading system provided or approved by Bank. Emailed instructions must be directed to Bank's email address as designated from time to time by Bank, and fax instructions must be directed to Bank's fax number as designated from time to time by Bank. Securities transaction requests may be acted upon by Bank without acknowledgment by Bank that it has received such request.

b. Cut-Off Times. Bank establishes cut-off times for receipt of securities transaction requests depending on the type of security and the market in which it is traded. In addition, market holidays, procedural or operational matters, and actions taken by market operators may affect Bank's ability to process securities transaction requests. Customer instructions for same day settlement received before the applicable cut-off time will be submitted for processing that Business Day. Customer instructions for same day settlement received after the applicable cut-off time may be processed by Bank on a 'best efforts' basis that Business Day and otherwise will be submitted for processing the next Business Day.

c. Bank's Rights. Bank may reject, refuse to honor, or reverse all or any portion of any transaction request, with or without prior notice to Customer. If Customer fails to pay in full for any security purchased or fails to deliver security sold, in each case on or before the related settlement date, Bank is authorized in its discretion and without notice or demand to take any one or more of the following actions: cancel the transaction; sell the securities covered thereby; buy-in cover securities or other property required to make delivery; charge the Settlement Account for amounts due; hold Customer liable for any loss, cost or expense including but not limited to, breakage or pair-off fees and the capital charge and interest cost to carry any securities purchased; and/or impose fees.

6. Safekept Securities. Bank, acting through its Safekeeping Department, agrees to hold and keep as custodian hereunder all Safekept Securities, and to deliver such Safekept Securities in accordance with the instructions of Customer, all subject to the terms and conditions of this Agreement.

a. Acceptance and Withdrawal. Securities eligible to be Safekept Securities may be delivered to Bank, and any Safekept Securities may be withdrawn from Bank, in each case upon an instruction of Customer delivered in accordance with this Agreement. Withdrawal or delivery of Safekept Securities is subject to availability (e.g., among other reasons, securities involved in a corporate action or in frozen status, restricted securities or pledged securities may not be available for withdrawal or delivery). Bank shall not be liable or responsible for or on account of any act or omission of any broker or other agent designated by Customer or, in the absence of such designation, selected by Bank to receive or deliver securities for the account of Customer.

b. Registration; Depositories. Bank shall register Safekept Securities in nominee name and may from time to time change the registration of Safekept Securities from nominee name to Customer's name, or vice versa. Customer agrees that it will timely complete any necessary documentation provided by Bank to change the registration of Safekept Securities. Safekept Securities held in nominee name may be deposited with The Depository Trust Company or other third-party depository acceptable to Bank. Securities that are depository eligible will be held at the depository in the depository's nominee name.

c. Securityholder Information. Unless otherwise required by law or pursuant to instructions from Customer, in no event shall Bank be responsible to take any action concerning any puts, calls, conversions, exchanges, reorganizations, offers, tenders or other corporate actions or similar matters relating to Safekept Securities, other than (i) to forward to Customer in accordance with this Agreement the written information

received by Bank relating to any such transaction, and (ii) follow Customer's lawful instructions with respect to such actions. Customer may directly vote any proxy or other corporate action, or if it instructs Bank to vote on its behalf, agrees that any instructions to Bank with respect to any such actions shall be delivered to Bank within sufficient time for Bank to act thereon if any action is required. Safekept Securities called for redemption prior to maturity will be presented by Bank for payment provided the trustee or other appropriate entity gives Bank adequate notice of redemption. Should any Safekept Security be called for partial redemption by the issuer of such security, Bank is authorized to accept the allocation applied by any central depository. In the event Bank has to allocate any redemption among its accounts, Bank shall allot the redemption proceeds in accordance with its standard procedures therefor, effected in such manner as it deems appropriate in its sole discretion.

d. Collection of Income and Principal. Bank shall collect and receive the interest, principal and other income payable in connection with the Safekept Securities, and shall pay to Customer or credit to the Settlement Account all such amounts. Bank shall not be obligated (i) to pay to Customer or credit to the Settlement Account any payment of interest, principal or other income until Bank receives such payment in immediately available funds or (ii) to institute or participate in any collection proceedings or other proceedings to enforce Customer's rights relative to any Safekept Securities or to pursue any remedies on behalf of Customer. Bank is hereby authorized to sign on behalf of Customer any declarations, affidavits, certificates of ownership or other documents relating to securities held by Bank in nominee name that may at any time be required with respect to all coupons, registered interest, dividends or other income. If any of Customer's deposits or securities the subject of this Agreement, including Safekept Securities, are subject to a variable or fixed rate of interest and such deposits or securities bear an interest rate less than zero, Customer agrees to pay Bank all amounts of the negative interest or fees that Bank imposes as compensation for the less-than-zero interest rate (which may also be debited from the Settlement Account by Bank), and Customer agrees that the principal amount of such Safekept Securities may be reduced to the extent necessary to cover the amount of the negative interest or fees if available funds are not otherwise provided by Customer.

e. Return of Payments. Customer will repay Bank, or Bank may charge the Settlement Account, in the event that for any reason (i) Bank is required to return to the issuer or to a third party any payments in respect of Safekept Securities, (ii) Bank fails to receive from the issuer or appropriate other party a payment Bank paid to Customer in respect of Safekept Securities, or (iii) Bank must return to the issuer or appropriate other party a payment Bank paid to Customer in respect of Safekept Securities. Customer further agrees that the principal amount of any Safekept Securities may be reduced, and any remittances due from Bank to Customer (whether or not under this Agreement), and any other accounts of Customer with Bank, may be offset to the extent necessary to cover the amount of such returned payments to the extent that immediately available funds are not otherwise provided by Customer to Bank.

7. Confirmation Statements. Promptly after effecting any transaction pursuant to this Section VI.A, Bank will deliver to Customer a Confirmation which shall identify at least (i) Bank and Customer, (ii) the trade and settlement dates of the transaction, (iii) the issuer and par amount of the related securities (for securities transactions) and the principal amount of any deposit (for deposit transactions), (iv) the interest rate if applicable and/or any discount rate applicable to any securities transactions or deposit transactions, (v) the maturity date of the transaction, if applicable, (vi) the capacity of Bank as principal, riskless principal or agent (if the transaction is a securities transaction) and, if applicable, whether the securities will be Safekept Securities, (vii) any terms and information required by applicable law, and (viii) any other terms and information which Bank may include at its discretion. The information contained on the Confirmation shall be considered true and correct and conclusively binding upon Customer unless Customer notifies Bank of any error therein within three (3) business days after the date the Confirmation is deemed delivered to Customer in accordance with this Agreement. Customer may, by notice from an Authorized User in accordance with this Agreement, elect to receive Confirmations by mail, fax, email, or other electronic

means including posting to a password-protected website), subject to the terms of this Agreement.

8. Settlement Account. Unless Bank is otherwise instructed in writing, Customer unconditionally authorizes, empowers, and directs Bank (and authorizes and directs Bank to communicate with any financial institution maintaining the Settlement Account as necessary) to: (i) debit the Settlement Account on the settlement date indicated on the Confirmation for the full amount of each transaction effected under this Section VI.A (including all fees and charges payable hereunder), notwithstanding that such debit may cause the Settlement Account to be overdrawn; and (ii) credit the Settlement Account with interest payments, principal payments, maturity payments or other payments received in respect of transactions effected under this Agreement. Customer hereby represents and warrants that instruction from any Authorized User is sufficient to authorize Bank to debit or credit the Settlement Account. If the Settlement Account is not held by Bank, Customer confirms to Bank that it has authorized the financial institution maintaining the Settlement Account to accept debit and credit entries to the Settlement Account and that no such authorization will be cancelled except with prior notice to Bank and in sufficient time and in such manner as to allow the financial institution maintaining the Settlement Account and Bank a reasonable opportunity to act on such termination without disruption of any transactions or services under this Agreement. Customer acknowledges that ACH payments to a Settlement Account not held by Bank are subject to ACH processing timelines, which may involve a delay in available funds.

9. Delivery. Through the instructions of an Authorized User, Customer shall specify the account to which any securities purchased hereunder are to be delivered. If such account is maintained by the Safekeeping Department of Bank, the securities will be held in accordance with this Agreement. If such account is maintained by an institution other than Bank, Bank's responsibility for ensuring delivery shall be limited to accurately conveying the instructions for the appropriate delivery account to the depository, agent or issuer of the securities, as applicable for the particular type of securities. Bank will issue no certificate, passbook, or any other evidence of any deposit except for the Confirmation.

10. Interest. All securities, Money Center deposits, and certificates of deposit purchased by Customer or held by Customer under this Agreement shall earn interest on the principal balance from the date of deposit or settlement date, as applicable, computed at the rate and in the manner established by Bank from time to time for the given product. Any interest due will be credited monthly unless otherwise agreed to by Customer and Bank. No interest shall accrue on the date of withdrawal. Bank reserves the right to change the applicable interest rate on variable rate products (including those products whose underlying interest rate is not managed by Bank) at any time. Such interest rate may be set at zero or an interest rate less than zero. If the interest rate, or the index or other referenced rate upon which the interest rate is based, is at any time less than zero percent, Customer agrees to pay Bank all amounts of the negative interest or fees that Bank imposes as compensation for the less-than-zero interest rate. Bank will not provide notice of rate changes, but Customer may call the Money Center Department to obtain current rate information. Bank shall notify Customer of the applicable interest rate and maturity term for the product opened under this Agreement at the time that the request for such product is made.

11. Fixed Investment Periods. Customer acknowledges that certain products held by Bank under this Agreement have fixed investment periods, and agrees that such products will be held by Customer until their maturity dates or through their commitment dates. Customer agrees that if it withdraws part or all of such product before such date, Bank shall be entitled to impose a penalty (including by debiting the Settlement Account for such amounts) in accordance with the terms of such product or the fee schedule provided to Customer, as applicable, and that the principal amount of such product may be reduced to the extent necessary to cover such penalty if available funds are not otherwise provided by Customer.

12. Repurchase Transactions. Customer shall not effect any securities transactions under this Agreement in the expectation of entering into a repurchase transaction with Bank as counterparty unless Customer shall first have executed and delivered to Bank a written master repurchase agreement, in form and substance satisfactory to Bank, governing such transactions. In any such transaction, where Bank is to hold securities as

collateral or as the subject of a transaction, such securities will be held by the Safekeeping Department of Bank subject to the terms of this Agreement, unless Customer is otherwise notified. To the extent of any inconsistency between the terms of any such agreement and the terms of this Agreement, the terms of such other agreement shall control.

13. Fees and Expenses. Customer shall pay to Bank such fees in respect of the services provided under this Agreement, as disclosed to Customer on the current fee schedule (which fee schedule may be amended from time to time by Bank). If the fee schedule is amended, the amended fees will apply to any Safekept Securities being held at that time, and to any securities transactions effected on the day such amendment becomes effective. Customer agrees to pay, and agrees and acknowledges that Bank may debit the Settlement Account for any fees and other amounts owing by Customer to Bank under this Agreement, or exercise an offset for such amounts against any funds of Customer on deposit with Bank, or against any interest, principal or other income received or to be received by Bank on behalf of Customer, whether or not in respect of Safekept Securities. In addition, Customer agrees to reimburse Bank for its commercially reasonable out-of-pocket expenses for providing the services hereunder, including, but not limited to the reasonable fees and expenses of outside counsel if retained by Bank in its discretion in connection with this Section VI. If Customer fails to pay Bank any sums due under this Section VI within thirty (30) days after the same are due (whether or not a late notice is sent to Customer by Bank), Bank may terminate this Agreement and return any Safekept Securities to Customer at Customer's expense, and to avail itself of any other remedy it may have in law or in equity.

14. Service Termination; Account Closure. Subject to Section VI.A.11 ("Fixed Investment Periods"), Customer may terminate the Service(s) described in this Section VI or close its Money Center investment account at any time upon prior notice to Bank. Bank may terminate the Service(s) described in this Section VI or close Customer's Money Center investment account at any time without prior notice to Customer. If any Service described in this Section VI is terminated or Customer's Money Center investment account is closed for any reason, Customer will continue to be responsible for any obligation incurred by Customer prior to termination or closure and for the fees and costs, if any, payable under this Agreement with respect to delivery of Customer's securities (including Safekept Securities) or funds held by Bank to Customer or to another financial institution.

15. Notices. Except for oral instructions to Bank from Authorized Users or from Bank to Authorized Users, all notices, disclosures and communications (including Confirmations) under this Section VI shall be in writing and delivered by mail, fax, email or other electronic means as provided for in this Agreement. Notices, disclosures and communications (including Confirmations) shall be deemed delivered upon transmission of the same by mail, fax, email or other electronic means as provided for in this Agreement, or on the third (3rd) Business Day after deposit of the same in the United States mail, postage prepaid, and addressed to the mailing address provided by Customer. All written confirmations, notices, instructions, or other communications from Customer to Bank shall be sent to following address (which may be amended from time to time by Bank upon notice to Customer):

For securities transactions:
U.S. Bank National Association
Money Center Department
800 Nicollet Mall, BC-MN-H18T
Minneapolis, MN 55402
Fax: (866) 904-7067
Email: Money.Center.Sales@usbank.com

For safekeeping services:
U.S. Bank National Association
Safekeeping Department
800 Nicollet Mall, BC-MN-H18R
Minneapolis, MN 55402
Fax: (612) 303-0202
Email: Safekeeping@usbank.com

16. Terms and Conditions of Electronic Delivery. All notices, disclosures and communications (including Confirmations and other

account information) from Bank may be delivered to Customer by electronic means (including, without limitation posting to a password-protected website) to the extent Customer elects to receive such information through electronic means, subject to the Terms and Conditions of Electronic Delivery set forth in Section VI.B below. Customer agrees that sending information in this manner will constitute good and effective delivery of the information to Customer, regardless of whether Customer actually accesses the website or other electronic medium containing the information.

17. No Investment or Tax Advice. Customer acknowledges that Bank's role is ministerial in nature and that Bank will not provide supervision, recommendations, or advice to Customer in connection with the investment, purchase, sale, retention, or other disposition of any securities or Money Center deposits, or the advisability or suitability of any product or transaction. Customer is responsible for evaluating the risks associated with such decisions. Customer acknowledges Bank is not an investment adviser, has no investment discretion, and will merely carry out instructions as directed by Customer. Bank's ability to determine interest rates on securities or Money Center deposits shall not be deemed to be discretion or advice. Customer further acknowledges that Bank will not provide advice to Customer regarding the tax implications associated with the investment, purchase, sale, retention, or other disposition of any securities or Money Center deposits.

18. ERISA. If assets of an employee benefit plan subject to the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), are intended to be deposited, invested or used by Customer in a transaction under this Section VI.A, Customer shall notify Bank prior to effecting such deposit, investment or transaction and will provide Bank with such additional information as Bank may reasonably request. Customer represents and warrants to Bank that any deposit, investment, or transaction pursuant to this Section VI.A shall not result in a "prohibited transaction" under ERISA or shall otherwise be exempt under ERISA, and Customer further agrees to indemnify and hold Bank harmless from any loss or claim arising therefrom.

19. No Representation or Warranty. Customer acknowledges and agrees that Bank makes no representation or warranty, express or implied, with respect to the validity, enforceability, collectability or investment quality of any securities bought or sold hereunder, or any deposits made or terminated hereunder.

20. Records; Account Statements; Taxes. Bank will maintain records of Customer's account and provide customer with a Confirmation for transactions in accordance with this Section VI.A and periodic account statements. Bank will also send to Customer such notices and reports as are required by law. Customer acknowledges and agrees that it is Customer's obligation to prepare and file all required tax returns and to pay all taxes due on any income that Bank collects for Customer.

21. Set Off. Bank has the right to apply funds in Customer's Money Center investment account or Settlement Account to any debt Customer owes Bank. A debt includes any fees, overdrafts, debts that now exist and debts that Customer may incur in the future, or Customer's obligations under a guaranty. When Bank sets off a debt Customer owes Bank, Bank reduces the funds in the Money Center investment account or Settlement Account by the amount of the debt. Bank is not required to give Customer any notice before exercising its right of setoff. Customer agrees to hold Bank harmless from any claim arising as the result of Bank's enforcement of its right of setoff against Customer's Money Center investment account or Settlement Account. This right of setoff is in addition to any security interest that Bank might have in Customer's Money Center investment account or Settlement Account.

22. Legal Process. Legal process includes any levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture or seizure, or any other legal process relating to Customer's Money Center investment account or Settlement Account. Bank may accept and act on any legal process Bank believes to be valid, whether the process is served in person, by mail, by electronic notification, or at a banking location. If Bank incurs any fees or expenses (including attorneys'

fees and expenses) due to responding to legal process related to Customer's Money Center investment account or Settlement Account, Bank may, in its sole discretion, charge these costs to any other deposit account Customer maintains with Bank. All legal process is subject to Bank's rights of setoff and security interest in Customer's Money Center investment account and/or Settlement Account.

B. TERMS AND CONDITIONS OF ELECTRONIC DELIVERY

The following sets forth the terms and conditions of use of Bank's electronic delivery and notification service (the "Electronic Delivery Service") in connection with account(s) with Bank's Money Center Department or Safekeeping Department.

The Electronic Delivery Service described in this Section VI.B shall constitute an Internet Service as defined in Section III of this Agreement and shall be subject to the terms set forth therein, as well as any other agreements between Customer and Bank and any applicable laws or regulations. If there is a conflict between the terms and conditions set forth in this Section VI.B and the terms and conditions of any other section of this Agreement or any other agreement between Customer and Bank as they relate to the Electronic Delivery Service, the terms and conditions set forth herein will control.

1. Electronic Delivery of Account Communications. Customer may elect to receive Account Communications (defined below) related to Customer's account(s) electronically. All Account Communications will be delivered electronically by posting to Bank's password-protected website designated for Customer's account(s) or, at Bank's election, delivered via electronic mail to the email address provided by Customer to Bank. "Account Communications" include, without limitation, all current and future account statements, Confirmations, security notices, maturity notices, prospectuses, offering and disclosure documents, shareholder communications (such as quarterly, semi-annual and annual reports, proxy statements, etc.), regulatory communications and other information, documents, data, notices and records regarding Customer's account(s) with Bank. Bank may, from time to time, designate additional Account Communications that are then eligible for electronic delivery through the Electronic Delivery Service, the delivery of which will then be subject to these terms and conditions. From time to time, Bank may add to, modify or delete any feature of the Electronic Delivery Service or Account Communications eligible for delivery through the Electronic Delivery Service at its sole discretion. Customer acknowledges and agrees that by being enrolled in the Electronic Delivery Service, Customer will no longer receive Account Communications by mail that is otherwise available for delivery as part of the Electronic Delivery Service.

2. Accessing Account Communications. Bank will notify Customer via email when Account Communications are posted. Bank may also provide, in its sole and absolute discretion, Account Communications directly via email. Customer may access all Account Communications for at least thirty (30) days from the date of initial posting. Customer acknowledges and agrees that all Account Communications will be deemed to constitute good and effective delivery to Customer upon posting, regardless of whether Customer actually or timely receives or accesses the Account Information, or if Account Communications are delivered directly to Customer via email, when so delivered.

3. Changes in Delivery Method. Customer must notify Bank if it wishes to discontinue use of the Electronic Delivery Service. Following Bank's receipt of such notice and after Bank has a reasonable opportunity to act on such notice, Customer will thereafter begin to receive Account Communications via U.S. mail beginning with Customer's next statement cycle and/or mailed Confirmation.

4. Reporting Unauthorized Transactions or Erroneous Statements. Customer agrees to promptly and carefully review all Account Communications as and when delivered and notify Bank in accordance with this Agreement if Customer objects to any of the information provided.

5. Third-Party Services. Customer acknowledges and agrees that Customer's access to the Electronic Delivery Service and Customer's receipt of email notifications when Account Communications are posted may be delayed or prevented by factors affecting Customer's or Bank's Internet or telephone service provider(s) or other similar entities ("Third-Party Service Providers"). Bank makes no representations or warranties whatsoever with regard to the products and services offered by such Third-Party Service Providers and shall not be liable for any loss caused, in whole or in part, by a Third-Party Service Provider.

6. International Use. Bank makes no representations or warranties that any content or use of the Electronic Delivery Service is appropriate, legal or available in locations outside the United States. Customer

acknowledges and agrees that accessing the Electronic Delivery Services from territories where its contents or use is illegal and is prohibited by Bank. If Customer accesses the Electronic Delivery Service from locations outside the United States, Customer does so at its own risk. Customer is responsible for compliance with local laws.

7. Proprietary Rights; Materials; Trademarks. All content included or available through the Electronic Delivery Service (other than Customer's account information), such as advertisements, tests, graphics, logos, button icons, images, audio clips and software, is the property of Bank and/or third parties and is protected by copyrights, trademarks or other intellectual property rights. The compilation (meaning the collection, arrangement and assembly) of all content on the Electronic Delivery Service is the exclusive property of Bank and/or its licensors and is protected by copyrights or other intellectual property rights. The trademarks, logos and service marks displayed on the Electronic Delivery Service (collectively, "Trademarks") are the registered and unregistered Trademarks of Bank or third parties. Under no circumstances may Customer use, copy, alter, modify or change these Trademarks. Nothing contained on the Electronic Delivery Service should be construed as granting by implication or otherwise any license or right to use any Trademark without the express written permission of Bank or the third party that has rights to such Trademark, as the case may be.

U.S. Bank Services Terms and Conditions Supplement Account Validation Service

This U.S. Bank Services Terms and Conditions Supplement and the Exhibits attached hereto (this "Supplement") amends and forms a part of the U.S. Bank Master Services Agreement and the U.S. Bank Services Terms and Conditions (collectively, the "Agreement").

WHEREAS, Bank offers the Account Validation Service ("the Service") (as defined in Section 1 below);

WHEREAS, Customer desires to use the Service, pursuant to the terms and conditions set forth in this Supplement;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, Bank and Customer (individually a "Party" and collectively the "Parties") hereby agree as follows:

1. Definitions.

- 1.1 "Account Validation Service" or "the Service" means account status or Item information, identity-to-account matching performed to confirm an account owner or authorized user, or both by inquiring against account owner data maintained by Early Warning LLC ("Early Warning") in one or more databases.
- 1.2 "Applicable Laws" means all federal, state and local laws, and the regulations and guidelines promulgated thereunder, applicable to the marketing, promotion, offering for sale, sale, provision, creation, delivery, transmission and use of the Service, including without limitation any applicable provisions of the Fair Credit Reporting Act of 1970, 15 U.S.C. Section 1681 et. seq. (the "FCRA"), the Fair and Accurate Credit Transaction Act of 2003, Pub. L. 108-159, 111 Stat. 1952, and the Gramm-Leach-Bliley Act (including similar state laws and regulations to each of the foregoing) in each case as amended from time to time.
- 1.3 "Contributor" means an entity that transmits certain specific data elements to Early Warning.
- 1.4 "Detailed Response" means Response Data that is in the same or substantially the same form as the data received by Bank from EWS.
- 1.5 "Item" means either: (a) a physical check; (b) an image replacement document (IRD); (c) MICR line information; (d) an automated clearinghouse entry; or (e) an item as defined in the Uniform Commercial Code.
- 1.6 "Processor" means a Customer who provides Translated Responses to its own customer users that are the end users of the Translated Responses.
- 1.7 "Response Data" means information transmitted by Early Warning to Bank and provided by Bank to Customer in the form of a Detailed Response or a Translated Response in response to an inquiry by Customer.
- 1.8 "Translated Response" means Response Data that is in a form which indicates a risk level, as determined by Bank, such as by high/medium/low, or green/ yellow/red, or accept/decline.

2. Service Implementation.

- 2.1 Customer agrees to complete a customer application which Bank will review and submit to Early Warning. By submitting the application, Customer agrees that if Customer elects to receive Detailed Responses, instead of receiving only Translated Responses, Customer will participate in any Bank or Early Warning initial and on-going risk assessment processes.
- 2.2 Customer shall transmit all inquiries for the Service to Bank in accordance with the formatting and specification requirements established by Bank.
- 2.3 For each inquiry properly transmitted to Bank, Bank will transmit Response Data either as a Detailed Response or Translated Response, as request by Customer and agreed to by Bank, to Customer.

3. **Use of the Service and Response Data.**

- 3.1 Customer is solely responsible for the accuracy of the inquiry data it submits and for its use of Response Data.
- 3.2 Except as permitted in Section 5, Customer shall not (a) distribute, transmit, disseminate, or disclose, in any form or by any means, any part of the Response Data to any person or entity other than to the individual that is the subject of the Response Data in connection with disclosures required to be made under Applicable Laws, (b) allow any third party to access the Response Data, (c) sell, resell, sublicense, or otherwise transfer any part of the Response Data to any other person or entity, or (d) merge, aggregate or compile Response Data into any other database for use in connection with future inquiries .
- 3.3 Customer shall not retain or store Response Data except to the extent necessary to comply with Applicable Laws. For as long as Response Data remains in Customer's possession, Customer shall be responsible for the continuing protection of such Response Data in compliance with the requirements of Section 4.5 of this Supplement. Customer shall not store Response Data outside of the United States without prior written approval from Bank and Early Warning.
- 3.4 If Customer uses such Response Data to take adverse action against a consumer, such consumer must be referred by Customer to Early Warning for handling disputes concerning the completeness or accuracy of any item of information contained within the Response Data and for disclosure of each consumer reporting agency that was used to provide information in the Response Data. Customer shall comply with all applicable provisions of the FCRA and any state equivalent in handling such disputes and making such disclosures.
- 3.5 Customer shall not knowingly permit any of its directors, officers, employees, contractors, subcontractors, attorneys, auditors and accountants, to access the Service if the person has been convicted of a crime in connection with: (a) a dishonest act, breach of trust, or money laundering, or has agreed to enter into a pretrial diversion or similar program in connection with a prosecution for such offense, as described in Section 19 of the Federal Deposit Insurance Act, 12 U.S.C. § 1829(a); or (b) a felony.
- 3.6 Customer may access the Service solely for use by Customer as set forth and permitted in this Supplement. Customer shall only use the Response Data for an authorized use pursuant to Exhibit A. The Response Data is time-sensitive and only intended to be used in connection with the specific inquiry for which it was requested.
- 3.7 Customer acknowledges and agrees that Early Warning is not an agent of Bank. Bank makes no representation or warranty, including, but not limited to, the accuracy, completeness, timeliness or usefulness, of Response Data, and Bank assumes no liability with respect to such. Bank provides Translated Responses as an indicator of the potential risk associated with data received from Early Warning, however no Translated Response shall be interpreted by Customer as indicating no risk and Bank makes no such guarantee. Customer uses Response Data at its own risk and Customer agrees that Bank shall have no liability with respect to Response Data.
- 3.8 Customer shall comply with all applicable provisions of the FCRA and any state equivalent applicable to persons who procure consumer reports. For purposes of the Service, Customer agrees that Bank is not a credit reporting agency.
- 3.9 Customer acknowledges receipt of the notices attached hereto as Exhibit C, which describes certain obligations of (a) furnishers of information to consumer reporting agencies, and (b) users of consumer reports and, to the extent applicable, agrees to comply with such obligations.
- 3.10 Customer shall not refuse or decline an Item based solely on the following Response Data: No Information; No Known Information; Not Located; Non-DDA; Broker Check; Credit Card Check; Home Equity Check; or Line of Credit Check or other materially similar responses.

- 3.11 Customer certifies that it will only use Response Data for a legitimate business need in connection with a business transaction that was initiated by the consumer that is the subject of the Response Data. If Customer desires to use Response Data for any other permissible purpose under the FCRA, Customer must first get approval from Bank and EWS, and such approval may be withheld at Bank's and EWS's sole discretion.

Early Warning Terms of Use.

- 4.1 Early Warning shall have the right, during normal business hours, and not more than once per calendar year, upon reasonable advance notice, to review Customer's relevant processes and procedures to verify Customer's compliance with the terms of this Supplement and/or Exhibit A. This includes a review of inquiries processed and related transactions or transaction decisions.
- 4.2 Upon request by Customer, Early Warning shall provide to Customer a copy of its most recent Annual Risk Report (ARR), as well as any updated ARR's upon request from Customer.
- 4.3 If, in addition to the information provided by Early Warning as described in Section 4.2 above, Customer requires to conduct an on-site audit of Early Warning's information security program outside of Early Warning's regularly scheduled consolidated on-site audit periods (which are free to Customer), then a daily fee shall be assessed to Customer for the on-site audit. Any on-site audits (i.e. outside of the regularly scheduled consolidated on-site audit periods) shall not begin until the daily fee for each, as applicable, has been agreed upon by the Parties and Early Warning. Fees related to these on-site audits will be billed to Customer separately from fees for the Service. However, any on-site audit that is triggered by a regulatory requirement or a court order will not result in a daily fee as set forth herein.
- 4.4 If, in addition to the information provided by Early Warning as described in Section 4.3 above, Customer requires that Early Warning complete a questionnaire regarding Early Warning's information security program, then a fee shall be assessed to Customer for the questionnaire, as agreed upon by the Parties and Early Warning. Any completion of a questionnaire in this instance shall not begin until the fee for each, if applicable, has been agreed upon by the Parties and Early Warning. Fees related to the completion of questionnaires by Early Warning will be billed to Customer separately from fees for the Service.
- 4.5 In the event of a breach in security resulting in actual or suspected loss of or unauthorized access to Response Data, Customer shall: (a) immediately notify Early Warning by calling (877) 275-7774, Option 4 and notify U.S. Bank by contacting its relationship manager; (b) conduct a forensics examination to determine to what extent Response Data were compromised; (c) provide to Early Warning and U.S. Bank, in writing, details concerning the breach, including: (i) nature and impact of the breach, (ii) assessment of immediate risk due to the breach, (iii) corrective actions already taken, and (iv) corrective actions to be taken; (d) cooperate with Early Warning, U.S. Bank and any affected Inquirers, Contributors, regulators or law enforcement to assist in regaining possession of the Response Data and in preventing its further unauthorized use and to notify affected consumers if required by Applicable Law; and (e) take measures to restore and enhance its security policies and procedures to avoid further breaches.
- 4.6 Early Warning or Bank may suspend the Service upon notice to Customer if Customer does not comply with the requirements of this Supplement or if Early Warning or Bank is unable to verify Customer's compliance with the requirements of this Supplement to Early Warning's or Bank's reasonable satisfaction.
- 4.7 Early Warning is a third-party beneficiary of this Supplement and Early Warning retains the right to enforce the terms of this Supplement against Customer.
- 4.8 Early Warning shall have no liability arising out of this Supplement, including, without limitation, any duties or obligations (contractual, at law or otherwise) owed by Bank to Customer or by Customer to Bank.

- 4.9 If Customer receives notice, from any source that Customer, any individual or entity that holds a controlling interest in Customer, any member of Customer's board of directors or equivalent governing body, any officer or manager of Customer, or any other employee of Customer who has access to Response Data or has decision-making authority on how the Service is used or marketed, is the subject of an investigation or other action by any Federal, state or local governmental, administrative or regulatory body, Customer will immediately notify Bank and Early Warning of such investigation or other action. Upon such notification, Bank or Early Warning may, in their sole discretion, cease providing responses comprised in whole or in part of Response Data or providing the Service to Customer.
- 4.10 Customer authorizes Early Warning to use data submitted in an inquiry for the purpose of: (a) preparing statistical reports and conducting data analytics, parsing routines, data modeling, and other analyses to test and evaluate Early Warning's services; (b) developing and providing new services or enhancements to existing services; and (c) developing and providing services to third parties engaged in the business of offering identity theft protection services to consumers, provided that no personally identifiable information shall be returned to any such third parties. The reports and results of the analyses described in clause (a) may be provided to other parties, provided that such reports and analyses do not identify specific data with respect to any party.
- 4.11 Additional terms only applicable to receivers of Detailed Responses.
- 4.11.1 Early Warning shall have the right, during normal business hours, upon reasonable advance notice, and not more than once per calendar year, to conduct an on-site audit of Customers' information security program and related policies, controls, processes and procedures. In addition, Customer shall complete a Shared Assessment Significant Information Gathering (SIG) Questionnaire or provide to Early Warning, upon request, a copy of its most recent third party data processing audit or review (e.g., SOC2-Type II, ISAE 3402, SSAE 16 or equivalent based upon American Institute of Certified Public Accountants (AICPA) standards, Acceptable Use Procedures (AUP), etc.) as conducted by its external auditors related to the Service or Bank Services, as applicable. The right of on-site audit will only be exercised if there is a reasonable belief that sensitive data associated with detailed responses is being misused.
- 4.11.2 Customer shall maintain a written information security program that contains administrative, technical and physical safeguards designed to: (a) ensure the security and confidentiality of Response Data; (b) protect against any anticipated threats or hazards to the security or integrity of Response Data; (c) protect against unauthorized access to or use of such Response Data that could result in substantial harm or inconvenience to any customer of Customer or subject of an inquiry; (d) limit access, use and disclosure of Response Data as expressly permitted by this Supplement; (e) ensure the proper disposal of Response Data, (f) ensure the encryption of Response Data at rest using a current industry acceptable encryption method (e.g., AES-256 or stronger encryption) and; (g) comply with Applicable Law. Customer's information security program must be designed to: (i) meet the objectives of the Interagency Guidelines Establishing Information Security Standards promulgated by the federal banking agencies as amended from time to time, and; (ii) include control objectives that meet applicable industry standards such as ISO 27002, FFIEC, OCC, PCI, or NIST. Customer will promptly notify Bank and Early Warning of any modification to Customer's information security program.

5. Customer Acting as a Processor.

If Customer acts as a Processor, it agrees to the following additional terms:

- 5.1 Customer will assign each of its end-user customers ("Clients") that receives any response that is comprised of Response Data a unique identification number ("Client ID"). Additionally, if inquiries are transmitted for multiple divisions or affiliates of such Clients, Customer will assign each such division and/or affiliate a unique Client ID in all inquiries transmitted for such User. Customer shall not use any Client ID in any inquiry that is made for a User, any of its divisions or its affiliates, other than the User, applicable division or affiliate for which such Client ID is assigned. Early Warning or Bank will define how the various Client ID fields are required to be populated during the implementation phase.
- 5.2 Customer shall transmit to its Clients only a Translated Response and shall not transmit Detailed Responses to its Clients. Customer shall prohibit any of its Clients that receives Translated Responses from selling, reselling, sublicensing, or otherwise transferring any part of such response to any other person or entity, unless approved in writing by Bank and Early Warning.
- 5.3 Early Warning or Bank may suspend or terminate the provision of Response Data to Customer upon notice to Customer if Customer does not comply with the requirements of Sections 5.4 and 5.5 or if Bank or Early Warning is unable to verify Customer's compliance to Bank's or Early Warning's reasonable satisfaction.
- 5.4 If Customer receives notice, from any source, that (a) a User that receives any Translated Response; (b) any individual or entity that holds a controlling interest in such User; (c) any member of the User's board of directors or equivalent governing body; (d) any officer or manager of such User; or (e) any other employee that has access to Translated Responses or has decision-making authority on how the Service is used or marketed (each of the foregoing, a "Regulated Party"), is the subject of an investigation or other action by any Federal, state or local governmental, administrative or regulatory body, Customer will immediately notify Bank and Early Warning of such investigation or other action. Early Warning and Bank, in their sole discretion, may require that Customer cease providing Translated Responses to that User. Not more than five (5) days following Customer's receipt of Early Warning's or Bank's notification to cease providing such responses to the User, Customer will provide Early Warning and Bank with written certification that it (a) has ceased providing, (b) does not currently provide, and (c) will not provide in the future Translated Responses to the User that is subject to, or is controlled by a Regulated Party that is subject to, the investigation or action.
- 5.5 Customer will establish and maintain procedures for assessing its Clients that receive any Translated Responses. Such procedures shall meet or exceed the minimum requirements for User vetting attached hereto as Exhibit B, which may be modified by Early Warning or Bank upon notice to Customer (the "Vetting Requirements"). In addition to any other audit rights of Early Warning and Bank described in this Supplement or another agreement, Early Warning and Bank shall have the right, once per calendar year, to review Customer's vetting procedures and evidence of such User assessments completed by Customer. In addition to the foregoing annual audit rights, Customer agrees that if Early Warning or Bank reasonably believes that Customer is not complying with the Vetting Requirements, Early Warning and Bank shall have the right to inspect Customer's records and procedures related to Customer's obligations under this Section during normal working hours, and in a manner as to minimize interference with Customer's normal business activities.
- 5.6 Customer agrees that Early Warning and Bank shall have the right to approve any of Customer's Clients for which Customer acts as a Processor.
- 6. Indemnification.** Customer agrees to indemnify, hold harmless and defend Bank, its directors, officers, and employees, and its agents and successors, from and against any and all claims made by any third party and all related losses, expenses, damages, costs and liabilities, including reasonable attorneys' fees and expenses incurred in the investigation or defense ("Damages"), to the extent such Damages arise out of or relate to the following: (a) any breach of any representation, warranty, or covenant of this Supplement by Customer; (b) any errors in Customer's transmission of data or inquiries; or (c) Customer's use of the Response Data.

7. **Termination.** In addition to the termination rights provided to Bank in the Agreement, Bank may terminate or suspend the Service immediately if any Response Data provided to Customer is used or disclosed by Customer: (a) contrary to this Supplement; (b) in violation of any Applicable Law pertaining to the use of the Service; or (c) Customer experiences any incident that jeopardizes the security of any Response Data in its possession.

CUSTOMER APPROVAL – AUTHORIZED SIGNER

CUSTOMER

Signature:

Print
Name:

Title:

Date:

Click or tap to enter a date.

[For U.S. Bank Internal Use Only](#)

Client Integration: Authorized signer is listed on TM Contract/Appendix B ☐ Yes

Date: _____ Verified by: _____

Exhibit A

Authorized Uses of the Service

1. **Authorized Uses of Response Data.** Customer shall use the Service and Response Data subject to the terms and conditions of the Supplement, and solely for the purposes described below.
 - 1.1.1 To validate the existence and status of an account and the associated Response Data in determining whether to accept or decline an Item as payment for goods or services;
 - 1.1.2 As a factor in verifying, authorizing or guaranteeing a payment;
 - 1.1.3 To cash an Item or provide cash back from a deposit or payment;
 - 1.1.4 To decide whether to forward an Item for collection or represent it electronically; or
 - 1.1.5 To determine whether to allow the account or application to be enrolled for use in connection with future transactions by validating that the account exists and/or is in good standing
 - 1.1.6 To determine whether to accept or decline an Item as payment for goods or services by validating that the consumer presenting such Item is an authorized accountholder, user, or signatory of the account on which the Item is drawn;
 - 1.1.7 To determine whether to accept or decline an Item as payment for goods or services by validating that the company name associated with such Item is the company name of the account on which such Item is drawn;
 - 1.1.8 To determine whether to accept or decline an Item as funding for an account by validating that the consumer is an authorized accountholder, user, or signatory of the account used or to be used in connection with the funding;
 - 1.1.9 To determine whether to transfer funds by validating that the consumer is an authorized accountholder, user, or signatory of the account used or to be used in connection with the transfer of funds;
 - 1.1.10 To determine whether to allow the account to be enrolled for use in the connection with future transactions by validating that: (a) the consumer is an authorized accountholder, user, or signatory of the account; or (b) the company name is associated with the account.
- 1.2 For Customers that are regulated entities providing banking, insurance and/or investment products and services, the following are additional authorized uses of Response Data:
 - 1.2.1.1 To determine whether to accept or decline an Item for payment of a credit card, line of credit or loan (including personal and small business loans and lines of credit, auto loans, home mortgages, home equity loans and lines of credit and student loans);
 - 1.2.1.2 To delay or restrict the open to buy decision;
 - 1.2.1.3 To validate the existence and status of a recipient account of an outbound payment transaction and the associated Response Data in determining whether to transfer funds to such recipient account;
 - 1.2.1.4 To determine, as part of a fraud investigation resulting from a consumer filing an unauthorized transaction claim, whether the account exists and/or is in good standing; and
 - 1.2.1.5 If the Customer determines that further investigation is necessary to mitigate risk based upon any of the following Response Data: Closed for Cause, Closed for Cause/Purged; Closed; Closed/Purged; Pending or Recently

Closed; Post No Debits; Account Overdraft Status; Return Account; or Stop Payment, or other materially similar responses.

1.2.1.6 Customer may also use Response Data for the following purposes:

1.2.1.6.1. As a factor in determining whether to close an existing account for a consumer or company;

1.2.1.6.2. As a factor in determining whether to monitor an existing account for a consumer or company; and

1.2.1.6.3. As a factor in determining whether to restrict or change existing account privileges for a consumer or company (including, but not limited to: (a) reducing the credit line for the account; (b) restricting account access; and/or (c) modifying account debit/withdrawal limits).

1.2.1.6.4. To determine, as part of a fraud investigation resulting from a consumer filing an unauthorized transaction claim, whether the consumer is an authorized accountholder, user, or signatory of an account used in connection with the transfer of funds; and

1.2.1.6.5. To determine whether to process a check order by validating that: (a) the consumer is an authorized accountholder, user or signatory of the account; or (b) the company name is associated with the account; and (c) the address is associated with the account.

1.3 For Customers that are local, state or federal government agencies or their contractors, Response Data may be used only as follows; provided, however, such Customer may not refuse or decline a consumer or a company transaction or request based solely on such Response Data:

1.3.1.1 To determine if information provided by an individual or a company meets the National Institute of Standards and Technology (NIST) Level 2 and/or Level 3 identification and authentication requirements;

1.3.1.2 To validate the existence and status of an account and the associated Response Data, in determining whether to accept or decline an Item as payment for goods or services; and

1.3.1.3 To determine whether to allow the account or application to be enrolled for use in connection with future transactions by validating that the account exists and/or is in good standing.

1.3.1.4 To direct requests for account verifications to account holding organizations or entities;

1.3.1.5 To determine whether to transfer funds by validating that the consumer is an authorized accountholder, user, or signatory of the account used or to be used in connection with the transfer of funds; and

1.3.1.6 To determine whether to allow the account to be enrolled for use in connection with future transactions by validating that: (a) the consumer is an authorized accountholder, used or signatory of the account; or (b) the company name is associated with the account.

Exhibit B

Minimum Vetting Standards for Clients of Customer as Processors

All Clients of a Customer as Processor (where applicable) that receive a response to an inquiry where such response is comprised of or derived from, in whole or in part, Response Data provided by Early Warning must be vetted by Customer as Processor, at a minimum, to meet the requirements herein and in accordance with the procedures outlined below. For the purposes of these vetting requirements, User includes the parent company, affiliates and any DBA entity.

Customer as Processor must maintain:

1. Written procedures for User vetting that meet the minimum requirements outlined in this Exhibit B- under the section below titled “Minimum Vetting Requirements”.
2. Such written procedures must include a process for all of the following:
 - a. Completing each of the minimum requirements;
 - b. Ensuring Clients are not implemented to receive any response to an inquiry that is comprised of or derived from, in whole or in part, of Response Data prior to completion and clearance of the vetting process;
 - c. Timely review of all existing Clients;
 - d. Listing and/or documenting the vetting history for each User including dates and findings;
 - e. Escalation of any negative information found or any information that cannot be verified;
 - i. Must include a review by CEO or equivalent C-level employee of the Customer as Processor’s team and documentation of the results.
 - ii. Any approval of User following review under 2.e.i. must include a detailed justification.
 - f. Storage and review of hard copies and/or electronic copies of all evidence to support the vetting process for each requirement; and
 - g. Providing required information and/or documentation to Early Warning as part of an audit or review to support Customer as Processor’s vetting process.

New Customers:

Each new User must be vetted and pass each of the vetting requirements prior to the User receiving any response to an inquiry that is comprised of or derived from, in whole or in part, of Response Data and must be vetted annually thereafter.

Existing Customers:

Each existing User as of the date of the agreement to receive Response Data, receiving any response to an inquiry that is comprised of or derived from, in whole or in part, Response Data must be vetted within twelve (12) months of execution of the agreement, and annually thereafter, not to exceed twelve (12) months since the last vetting of the User.

Minimum Vetting Requirements:

1. Have a complete and documented understanding of the User’s business model and transaction process flow.
2. Confirm User has: a) a legitimate business need for a response to an inquiry where such response is comprised of or derived from, in whole or in part, Response Data provided by Early Warning; and b) permissible purpose for procurement of a consumer report in accordance with Section 604 of the Fair Credit Reporting Act (FCRA).
3. Verify that the type of business, products and/or services offered, and contact information that the User provided on the application or questionnaire coincides with information on the User website and is verified through other public resources.

4. Verify whether the address provided is a commercial or residential building by performing an onsite visit or appropriate Internet searches.
5. Verify the address and telephone number provided on the application is accurate by utilizing Internet searches such as Google, telephone white pages, Hoovers, Reference USA, etc., or request supporting documentation such as a copy of a current lease and/or telephone bill in the User's name.
6. Verify the User is active and in good standing in its state of incorporation or state of licensing by searching the state's website (e.g., Secretary of State or State Corporation Division) or obtain a certificate of good standing.
7. Verify whether the User is the subject of an FTC or CFPB action or case by searching the FTC and CFPB websites for the business name and the names of all owners, principals, officers and directors.
8. Conduct an OFAC search for the business name and the names of all owners, principals, officers and directors.
9. Conduct a Better Business Bureau search for the business name.
10. Conduct Internet searches such as a Google search for the business name and the names of all owners, principals, officers and directors for any negative information.
11. Conduct a search of the State Attorney General's website in the User's state of incorporation and state(s) of licensing to verify whether the business and/or any owner, principal, officer or director is subject to state action or cases.
12. Document and implement a process for handling items that cannot be verified or validated or where negative information is found, including without limitation the escalation procedures described in this Exhibit B.
13. Maintain a User specific checklist (signed and dated) indicating each of the verification steps were completed, document all findings and keep copies of all associated back up documentation.
14. Each prospect or new User must be vetted and pass the vetting criteria prior to the implementation of the User.
15. All existing Clients must be vetted and pass the vetting criteria on, at least, an annual basis, not to exceed twelve (12) months since the last vetting of the User was completed.

Note: Non-U.S. customers must go through a similar vetting process to meet the minimum vetting requirements and must be verified with the appropriate agencies of the country in which the company is doing business. Customer is responsible for compliance with any privacy laws, export laws and any other applicable laws and regulations relating to the transmission of data from and/or to such countries. Customer is further responsible for ensuring that its employees, agents, contractors, customers, and any other individuals or entities it exposes to responses comprised of or derived from, in whole or in part, Response Data provided by Early Warning are not on any U.S. Restricted Party Lists¹ and not from U.S. sanctioned destinations².

¹ "U.S. Restricted Party Lists" include Denied Persons Lists, the Unverified List, the Entity List, the Specially Designated Nationals List, the Debarred List, and the Nonproliferation Sanctions administered by the U.S. Department of Commerce, U.S. Department of Treasury, and U.S. Department of State.

² "U.S. sanctioned destinations" means entities and individuals who are incorporated in or nationals of countries upon which the U.S. Department of Commerce and the U.S. Department of Treasury have placed trade restrictions.

Exhibit C

All users of consumer reports must comply with all applicable regulations. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

The Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681–1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Consumer Financial Protection Bureau's (CFPB) website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the CFPB's website. **Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.**

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

I. OBLIGATIONS OF ALL USERS OF CONSUMER REPORTS

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. [Section 604\(a\)\(1\)](#)
- As instructed by the consumer in writing. [Section 604\(a\)\(2\)](#)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. [Section 604\(a\)\(3\)\(A\)](#)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. [Sections 604\(a\)\(3\)\(B\) and 604\(b\)](#)
- For the underwriting of insurance as a result of an application from a consumer. [Section 604\(a\)\(3\)\(C\)](#)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. [Section 604\(a\)\(3\)\(F\)\(i\)](#)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. [Section 604\(a\)\(3\)\(F\)\(ii\)](#)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. [Section 604\(a\)\(3\)\(D\)](#)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. [Section 604\(a\)\(3\)\(E\)](#)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. [Sections 604\(a\)\(4\) and 604\(a\)\(5\)](#)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. [Section 604\(c\)](#). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term “adverse action” is defined very broadly by Section 603. “Adverse actions” include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA—such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer’s right to obtain a free disclosure of the consumer’s file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer’s right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or her right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer’s written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts Are in Files

When a consumer has placed a fraud alert, including one relating to identity theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of the reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer

at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the address in the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed. Federal regulations are available at <http://www.consumerfinance.gov/learnmore>.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. Federal regulations have been issued that cover disposal.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the CFPB.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.
- **Before** taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights. (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. [Section 615\(b\)\(2\)](#)

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent

orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed, or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes - or in connection with a credit transaction (except as provided in federal regulations) - the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information to any other person (except where necessary to carry out the purpose for which the information was disclosed, or as permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(l), 604(c), 604(e), and 615(d). This practice is known as "prescreening" and typically involves obtaining from a CRA a list of consumers who meet certain pre-established criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and to grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.

- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.
- The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the CFPB has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The relevant regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identity of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part, and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The CFPB's website, www.consumerfinance.gov/learnmore, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Citations for FCRA sections in the U.S. Code, 15 U.S.C. § 1681 et seq.:

Section 602	15 U.S.C. 1681
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Section 603	15 U.S.C. 1681a
Section 604	15 U.S.C. 1681b
Section 605	15 U.S.C. 1681c
Section 605A	15 U.S.C. 1681cA
Section 605B	15 U.S.C. 1681cB
Section 606	15 U.S.C. 1681d
Section 607	15 U.S.C. 1681e
Section 608	15 U.S.C. 1681f
Section 609	15 U.S.C. 1681g
Section 610	15 U.S.C. 1681h
Section 611	15 U.S.C. 1681i
Section 612	15 U.S.C. 1681j
Section 613	15 U.S.C. 1681k
Section 614	15 U.S.C. 1681l
Section 615	15 U.S.C. 1681m
Section 616	15 U.S.C. 1681n
Section 617	15 U.S.C. 1681o
Section 618	15 U.S.C. 1681p
Section 619	15 U.S.C. 1681q
Section 620	15 U.S.C. 1681r
Section 621	15 U.S.C. 1681s
Section 622	15 U.S.C. 1681s-1
Section 623	15 U.S.C. 1681s-2
Section 624	15 U.S.C. 1681t
Section 625	15 U.S.C. 1681u
Section 626	15 U.S.C. 1681v
Section 627	15 U.S.C. 1681w
Section 628	15 U.S.C. 1681x
Section 629	15 U.S.C. 1681y

**NOTICE TO USERS OF CONSUMER REPORTS UNDER
CALIFORNIA CONSUMER CREDIT REPORTING AGENCIES ACT
CIVIL CODE SECTION 1785.20-1785.22**

The California Consumer Credit Reporting Agencies Act (Civil Code Sections 1785.1 – 1785.36) requires that this notice be provided to inform users of consumer reports of their responsibilities under Sections 1785.20-1785.22 of the California Civil Code.

Sections 1785.20-1785.22 impose the following duties upon users of consumer reports:

1785.20. (a) If any person takes any adverse action with respect to any consumer, and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, that person shall do all of the following:

- (1) Provide written notice of the adverse action to the consumer.
- (2) Provide the consumer with the name, address, and telephone number of the consumer credit reporting agency which furnished the report to the person.
- (3) Provide a statement that the credit grantor's decision to take adverse action was based in whole or in part upon information contained in a consumer credit report.
- (4) Provide the consumer with a written notice of the following rights of the consumer:
 - (A) The right of the consumer to obtain within 60 days a free copy of the consumer's consumer credit report from the consumer credit reporting agency identified pursuant to paragraph (2) and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis.
 - (B) The right of the consumer under Section 1785.16 to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency.
- (b) Whenever credit or insurance for personal, family, or household purposes involving a consumer is denied or the charge for such credit is increased either wholly or in part because of information obtained from a person other than a consumer credit reporting agency bearing upon consumer's credit worthiness or credit standing, the user of that information shall, within a reasonable period of time, and upon the consumer's written request for the reasons for that adverse action received within 60 days after learning of the adverse action, disclose the nature and substance of the information to the consumer. The user of the information shall clearly and accurately disclose to the consumer his or her right to make such a written request at the time the adverse action is communicated to the consumer.
- (c) No person shall be held liable for any violation of this section if he or she shows by a preponderance of the evidence that at the time of the alleged violation he or she maintained reasonable procedures to assure compliance with this section.
- (d) Nothing in this chapter shall excuse compliance with the requirements of Section 1787.2.

1785.20.1. (a) Except as provided in subdivision (b), any person who uses a consumer credit report in connection with any credit transaction not initiated by the consumer and which consists of a firm offer of credit shall provide with any solicitation made to the consumer a clear and conspicuous statement as to all of the following:

- (1) Information contained in the consumer's prequalifying report was used in connection with the transaction.
- (2) The consumer received the offer of credit, because the consumer satisfied the criteria for creditworthiness under which the consumer was selected for the offer.
- (3) Where applicable, the credit may not be extended if, after the consumer responds to the offer, the consumer does not meet the criteria used to select the consumer for the offer.
- (4) The consumer has a right to prohibit use of information contained in the consumer's file with any consumer credit reporting agency in connection with any credit transaction that is not initiated by the

consumer. The consumer may exercise this right by notifying the notification system or joint notification system established under subdivision (d) or (e) of Section 1785.11.

b) Subdivision (a) does not apply to any person using a prequalifying report if all of the following conditions are met:

(1) The person using the prequalifying report is affiliated by common ownership or common corporate control with the person who procured the report.

(2) The person who procures the prequalifying report from the consumer credit reporting agency clearly and conspicuously discloses to the consumer to whom the report relates, before the prequalifying report is provided to the person who uses the report, that the prequalifying report might be provided to, and used by, persons affiliated in the manner specified in paragraph (1) with the person that procured the report.

(3) The consumer consents in writing to this provision and use of the prequalifying report.

(c) No person shall be denied credit on the basis of the consumer's refusal to provide consent pursuant to paragraph (3) of subdivision (b), unless that consent is necessary for the extension of credit, related to that transaction, by an affiliate.

1785.20.2. Any person who makes or arranges loans and who uses a consumer credit score as defined in Section 1785.15.1 in connection with an application initiated or sought by a consumer for a closed end loan or establishment of an open end loan for a consumer purpose that is secured by one to four units of residential real property shall provide the following to the consumer as soon as reasonably practicable:

(a) A copy of the information identified in subdivision (a) of Section 1785.15.1 that was obtained from a credit reporting agency or was developed and used by the user of the information. In addition to the information provided to it by a third party that provided the credit score or scores, a lender is only required to provide the notice contained in subdivision (d).

(b) If a person who is subject to this section uses an automated underwriting system to underwrite a loan, that person may satisfy the obligation to provide a credit score by disclosing a credit score and associated key factors supplied by a consumer credit reporting agency. However, if a numerical credit score is generated by an automated underwriting system used by an enterprise, and that score is disclosed to the person, it shall be disclosed to the consumer consistent with subdivision (c). For purposes of this subdivision, the term "enterprise" shall have the meaning provided in paragraph (6) of Section 4502 of Title 12 of the United States Code.

(c) A person subject to the provisions of this section who uses a credit score other than a credit score provided by a consumer reporting agency may satisfy the obligation to provide a credit score by disclosing a credit score and associated key factors supplied by a consumer credit reporting agency.

(d) A copy of the following notice, which shall include the name, address, and telephone number of each credit bureau providing a credit score that was used:

NOTICE TO THE HOME LOAN APPLICANT

In connection with your application for a home loan, the lender must disclose to you the score that a credit bureau distributed to users and the lender used in connection with your home loan, and the key factors affecting your credit scores.

The credit score is a computer generated summary calculated at the time of the request and based on information a credit bureau or lender has on file. The scores are based on data about your credit history and payment patterns. Credit scores are important because they are used to assist the lender in determining whether you will obtain a loan. They may also be used to determine what interest rate you may be offered on the mortgage. Credit scores can change over time, depending on your conduct, how your credit history and payment patterns change, and how credit scoring technologies change.

Because the score is based on information in your credit history, it is very important that you review the credit-related information that is being furnished to make sure it is accurate. Credit records may vary from one company to another.

If you have questions about your credit score or the credit information that is furnished to you, contact the credit bureau at the address and telephone number provided with this notice, or contact the lender, if the lender developed or generated the credit score. The credit bureau plays no part in the decision to take any action on the loan application and is unable to provide you with specific reasons for the decision on a loan application.

If you have questions concerning the terms of the loan, contact the lender.

(e) This section shall not require any person to do the following:

(1) Explain the information provided pursuant to Section 1785.15.1.

(2) Disclose any information other than a credit score or key factor, as defined in Section 1785.15.1.

(3) Disclose any credit score or related information obtained by the user after a loan has closed.

(4) Provide more than one disclosure per loan transaction.

(5) Provide the disclosure required by this section when another person has made the disclosure to the consumer for that loan transaction.

(f) Any person's obligation pursuant to this section shall be limited solely to providing a copy of the information that was received from the consumer credit reporting agency. No person has liability under this section for the content of that information or for the omission of any information within the report provided by the consumer credit reporting agency.

(g) As used in this section, the term "person" does not include an "enterprise" as defined in paragraph (6) of Section 4502 of Title 12 of the United States Code.

1785.20.3. (a) Any person who uses a consumer credit report in connection with the approval of credit based on an application for an extension of credit, and who discovers that the consumer's first and last name, address, or social security number, on the credit application does not match, within a reasonable degree of certainty, the consumer's first and last name, address or addresses, or social security number listed, if any, on the consumer credit report, shall take reasonable steps to verify the accuracy of the consumer's first and last name, address, or social security number provided on the application to confirm that the extension of credit is not the result of identity theft, as defined in Section 1798.92.

(b) Any person who uses a consumer credit report in connection with the approval of credit based on an application for an extension of credit, and who has received notification pursuant to subdivision (k) of Section 1785.16 that the applicant has been a victim of identity theft, as defined in Section 1798.92, may not lend money or extend credit without taking reasonable steps to verify the consumer's identity and confirm that the application for an extension of credit is not the result of identity theft.

(c) Any consumer who suffers damages as a result of a violation of this section by any person may bring an action in a court of appropriate jurisdiction against that person to recover actual damages, court costs, attorney's fees, and punitive damages of not more than thirty thousand dollars (\$30,000) for each violation, as the court deems proper.

(d) As used in this section, "identity theft" has the meaning given in subdivision (b) of Section 1798.92.

(e) For the purposes of this section, "extension of credit" does not include an increase in an existing open-end credit plan, as defined in Regulation Z of the Federal Reserve System (12 C.F.R. 226.2), or any change to or review of an existing credit account.

(f) If a consumer provides initial written notice to a creditor that he or she is a victim of identity theft, as defined in subdivision (d) of Section 1798.92, the creditor shall provide written notice to the consumer of his or her rights under subdivision (k) of Section 1785.16.

(g) The provisions of subdivisions (k) and (l) of Section 1785.16 do not apply to a consumer credit reporting agency that acts only as a reseller of credit information by assembling and merging information contained in the database of another consumer credit reporting agency or the databases of multiple consumer credit reporting agencies, and does not maintain a permanent database of credit information from which new credit reports are produced.

(h) This section does not apply if one of the addresses at issue is a United States Army or Air Force post office address or a United States Fleet post office address.

1785.20.5. (a) Prior to requesting a consumer credit report for employment purposes, the user of the report shall provide written notice to the person involved. The notice shall inform the person that a report will be used and the source of the report, and shall contain a box that the person may check off to receive a copy of the credit report. If the consumer indicates that he or she wishes to receive a copy of the report, the user shall request that a copy be provided to the person when the user requests its copy from the credit reporting agency. The report to the user and to the subject person shall be provided contemporaneously and at no charge to the subject person.

(b) Whenever employment involving a consumer is denied either wholly or partly because of information contained in a consumer credit report from a consumer credit reporting agency, the user of the consumer credit report shall so advise the consumer against whom the adverse action has been taken and supply the name and address or addresses of the consumer credit reporting agency making the report. No person shall be held liable for any violation of this section if he or she shows by a preponderance of the evidence that, at the time of the alleged violation, he or she maintained reasonable procedures to assure compliance with this section.

1785.21. (a) A user in its discretion may notify the consumer that upon request the user may contact the consumer reporting agency and request that the consumer reporting agency investigate the current status of an item or items of information contained in the consumer report if the consumer disputes the completeness or accuracy of an item or items of information as provided to the user.

(b) The consumer credit reporting agency may require identification from the user to ensure the validity of the request and, in that regard, may require that the request be put in writing with proper identification.

(c) In the event that any such request is made and identification given in the form or manner demanded by the consumer credit reporting agency, such agency shall review the file of the consumer and report the current status of the disputed information to the user and the consumer by the most expeditious means possible.

(d) No user who furnishes information pursuant to this section shall be liable to any person for furnishing such information.

1785.22. (a) A person may not procure a consumer credit report for the purpose of reselling the report or any information therein unless the person discloses to the consumer credit reporting agency which issues the report the identity of the ultimate end user and each permissible purpose for which the report is furnished to the end user of the consumer credit report or information therein.

(b) A person that procures a consumer credit report for the purpose of reselling the report or any information therein shall do all of the following:

(1) Establish and comply with reasonable procedures designed to ensure that the consumer credit report or information is resold by the person only for a purpose for which the report may be furnished under this title. These procedures shall include all of the following:

(A) Identification of each prospective user of the resold consumer credit report or information.

(B) Certification of each purpose for which the consumer credit report or information will be used.

(C) Certification that the consumer credit report or information will be used for no other purpose.

(2) Before reselling the consumer credit report or information, the person shall make reasonable efforts to verify the identities and certifications made under paragraph (1).

All furnishers subject to the Federal Trade Commission's jurisdiction must comply with all applicable regulations, including regulations promulgated after this notice was prescribed in 2004. Information about applicable regulations currently in effect can be found at the Commission's Web site, www.ftc.gov/credit. Furnishers who are not subject to the Commission's jurisdiction should consult with their regulators to discern any relevant regulations.

NOTICE TO FURNISHERS OF INFORMATION: OBLIGATIONS OF FURNISHERS UNDER THE FCRA

The federal Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs). These responsibilities are found in Section 623 of the FCRA, 15 U.S.C. 1681s-2. State law may impose additional requirements on furnishers. All furnishers of information to CRAs should become familiar with the applicable laws and may want to consult with their counsel to ensure that they are in compliance. The text of the FCRA is set forth in full at the Web- site of the Federal Trade Commission (FTC): www.ftc.gov/credit. A list of the sections of the FCRA cross referenced to the U.S. Code is at the end of this document.

Section 623 imposes the following duties upon furnishers:

ACCURACY GUIDELINES

The banking and credit union regulators and the FTC will promulgate guidelines and regulations dealing with the accuracy of information provided to CRAs by furnishers. The regulations and guidelines issued by the FTC will be available at www.ftc.gov/credit when they are issued. Section 623(e).

GENERAL PROHIBITION ON REPORTING INACCURATE INFORMATION

The FCRA prohibits information furnishers from providing information to a CRA that they know or have reasonable cause to believe is inaccurate. However, the furnisher is not subject to this general prohibition if it clearly and conspicuously specifies an address to which consumers may write to notify the furnisher that certain information is inaccurate. Sections 623(a)(1)(A) and (a)(1)(C).

DUTY TO CORRECT AND UPDATE INFORMATION

If at any time a person who regularly and in the ordinary course of business furnishes information to one or more CRAs determines that the information provided is not complete or accurate, the furnisher must promptly provide complete and accurate information to the CRA. In addition, the furnisher must notify all CRAs that received the information of any corrections, and must thereafter report only the complete and accurate information. Section 623(a)(2).

DUTIES AFTER NOTICE OF DISPUTE FROM CONSUMER

If a consumer notifies a furnisher, at an address specified for the furnisher for such notices, that specific information is inaccurate, and the information is, in fact, inaccurate, the furnisher must thereafter report the correct information to CRAs. Section 623(a)(1)(B).

If a consumer notifies a furnisher that the consumer disputes the completeness or accuracy of any information reported by the furnisher, the furnisher may not subsequently report that information to a CRA without providing notice of the dispute. Section 623(a) (3).

The federal banking and credit union regulators and the FTC will issue regulations that will identify when an information furnisher must investigate a dispute made directly to the furnisher by a consumer. Once these regulations are issued, furnishers must comply with them and complete an investigation within 30 days (or 45 days, if the consumer later provides relevant additional information) unless the dispute is frivolous or irrelevant or comes from a "credit repair organization." The FTC regulations will be available at www.ftc.gov/credit. Section 623(a)(8).

DUTIES AFTER NOTICE OF DISPUTE FROM CONSUMER REPORTING AGENCY

If a CRA notifies a furnisher that a consumer disputes the completeness or accuracy of information provided by the furnisher, the furnisher has a duty to follow certain procedures. The furnisher must:

1. Conduct an investigation and review all relevant information provided by the CRA, including information given to the CRA by the consumer. Sections 623(b)(1)(A) and (b)(1)(B).
2. Report the results to the CRA that referred the dispute, and, if the investigation establishes that the information was, in fact, incomplete or inaccurate, report the results to all CRAs to which the furnisher provided the information that compile and maintain files on a nationwide basis. Section 623(b)(1)(C) and (b)(1)(D)3. Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).

3. Complete the above steps within 30 days from the date the CRA receives the dispute (or 45 days, if the consumer later provides relevant additional information to the CRA). Section 623(b)(2).
4. Promptly modify or delete the information, or block its reporting. Section 623(b)(1)(E).

DUTY TO REPORT VOLUNTARY CLOSING OF CREDIT ACCOUNTS

If a consumer voluntarily closes a credit account, any person who regularly and in the ordinary course of business furnishes information to one or more CRAs must report this fact when it provides information to CRAs for the time period in which the account was closed. Section 623(a)(4).

DUTY TO REPORT DATES OF DELINQUENCIES

If a furnisher reports information concerning a delinquent account placed for collection, charged to profit or loss, or subject to any similar action, the furnisher must, within 90 days after reporting the information, provide the CRA with the month and the year of the commencement of the delinquency that immediately preceded the action, so that the agency will know how long to keep the information in the consumer's file. Section 623(a)(5).

Any person, such as a debt collector, that has acquired or is responsible for collecting delinquent accounts and that reports information to CRAs may comply with the requirements of Section 623(a)(5) (until there is a consumer dispute) by reporting the same delinquency date previously reported by the creditor. If the creditor did not report this date, they may comply with the FCRA by establishing reasonable procedures to obtain and report delinquency dates, or, if a delinquency date cannot be reasonably obtained, by following reasonable procedures to ensure that the date reported precedes the date when the account was placed for collection, charged to profit or loss, or subjected to any similar action. Section 623(a)(5).

DUTIES OF FINANCIAL INSTITUTIONS WHEN REPORTING NEGATIVE INFORMATION

Financial institutions that furnish information to "nationwide" consumer reporting agencies, as defined in Section 603(p), must notify consumers in writing if they may furnish or have furnished negative information to a CRA. Section 623(a)(7). The Federal Reserve Board has prescribed model disclosures, 12 CFR Part 222, App. B.

DUTIES WHEN FURNISHING MEDICAL INFORMATION

A furnisher whose primary business is providing medical services, products, or devices (and such furnisher's agents or assignees) is a medical information furnisher for the purposes of the FCRA and must notify all CRAs to which it reports of this fact. Section 623(a)(9). This notice will enable CRAs to comply with their duties under Section 604(g) when reporting medical information.

DUTIES WHEN ID THEFT OCCURS

All furnishers must have in place reasonable procedures to respond to notifications from CRAs that information furnished is the result of identity theft, and to prevent refurnishing the information in the future. A furnisher may not furnish information that a consumer has identified as resulting from identity theft unless the furnisher subsequently knows or is informed by the consumer that the information is correct. Section 623(a)(6). If a furnisher learns that it has furnished inaccurate information due to identity theft, it must notify each consumer reporting agency of the correct information and must thereafter report only complete and accurate information. Section 623(a)(2). When any furnisher of information is notified pursuant to the procedures set forth in Section 605B that a debt has resulted from identity theft, the furnisher may not sell, transfer, or place for collection the debt except in certain limited circumstances. Section 615(f).

The FTC's Web site, www.ftc.gov/credit, has more information about the FCRA, including publications for businesses and the full text of the FCRA.

Good people.
Great experience.
Payments power.

Financial Proposal for a
CAL-Card Program



PRESENTED TO
City of Roseville
Nick Rosas
Accounting Manager

SUBMITTED BY
Leslie Massey
Vice President

August 25, 2022
RFP # 10-026

Financial proposal

U.S. Bank proposes that City of Roseville (the City) participate in the NASPO ValuePoint program, a competitively bid and awarded consortium program for commercial card services available to political subdivisions in the State of California. This program has an established footing among many States and their political subdivisions and allows for participation by those entities that assume all responsibility and liability for their performance under the terms and conditions of the program. Each entity must be credit-qualified on its own and must sign a document developed by U.S. Bank for participation. The NASPO ValuePoint program offers the following incentives based on the projections provided by the City. If these projections are inaccurate, we reserve the right to revisit this offer.

We offer the City the CAL-Card program, which is a U.S. Bank Purchasing Card and Virtual Pay program offered in California through the NASPO ValuePoint public-funded agencies. The combined spend volume of the entire NASPO consortium results in significant financial benefits for all members.

The program allows the City to take advantage of a contract that has already been negotiated, saving valuable time for efficient implementation and training. The CAL-Card program offers a simplified quarterly rebate program and superior customer service. the City will also have a reliable financial partner in U.S. Bank—stable and strong in any economic environment.



Aspects of the program include:

Billing options

We offer central or decentralized billing options. You may elect for each department to receive a managing account statement with charges for its department charges, or a central account with combined billing of all charges for all accounts across the City. We allow our commercial card clients to choose between monthly or biweekly billing cycles and provide multiple statement delivery options to integrate with your data management needs.

Billing cycles

We offer 19 cycle dates, from the 6th through the 25th day of each month (exclusive of the 19th of each month). If the billing cycle date chosen falls on a Saturday, Sunday or holiday, the data is cycled at the end of the next business day.

Payment terms

Payment is due within 45 days of the statement date.

We offer a full spectrum of automated remittance options to take the burden out of the payment process. We recommend electronic payment (central pay system) and payment-in-full policies, offering you the greatest efficiency and simplicity. The type of payment may be split within the City.

Additional incentive and pricing provisions

The following provisions apply separately to each program in which organizations participate:

- Incentives are paid less credit losses, such as write offs. Fraud losses are absorbed by U.S. Bank.
- Incentives are to be paid quarterly.

Please refer to the **Local Agency Subscription Agreement** attached to this proposal for additional information regarding the participation of the City in the State of California, Department of General Services Participation Addendum.

Components for calculation

Our pricing proposal uses two components to calculate incentives:

- **Quarterly Sales Volume Incentive**—A volume incentive based on the City's quarterly spend.
- **Quarterly Speed of Payment Incentive**—A client held day¹ incentive based on the City's payment performance.

Volume incentive

The volume incentive is determined by the table below.

Standard Volume Incentive

Percentage
1.3500%

Client Held Days Payment Performance must be 45 or less

Credit Losses deducted from Rebate

Fraud Losses absorbed by U.S. Bank

Rebate payment: Quarterly

¹ Client held days are the number of days from the day U.S. Bank funds a charge transaction to the day payment for that transaction is posted, inclusive of the beginning and ending days, minus 15.

Prompt payment incentive

The prompt payment incentive is determined by the table below.

Prompt Payment Incentive

Client Held Days Payment Performance	Percentage	Client Held Days Payment Performance	Percentage	Client Held Days Payment Performance	Percentage
45	0.0000%	29	0.1600%	14	0.3100%
44	0.0100%	28	0.1700%	13	0.3200%
43	0.0200%	27	0.1800%	12	0.3300%
42	0.0300%	26	0.1900%	11	0.3400%
41	0.0400%	25	0.2000%	10	0.3500%
40	0.0500%	24	0.2100%	9	0.3600%
39	0.0600%	23	0.2200%	8	0.3700%
38	0.0700%	22	0.2300%	7	0.3800%
37	0.0800%	21	0.2400%	6	0.3900%
36	0.0900%	20	0.2500%	5	0.4000%
35	0.1000%	19	0.2600%	4	0.4100%
34	0.1100%	18	0.2700%	3	0.4200%
33	0.1200%	17	0.2800%	2	0.4300%
32	0.1300%	16	0.2900%	1	0.4400%
31	0.1400%	15	0.3000%	0	0.4500%
30	0.1500%				

Discount interchange programs

Current discount interchange includes large ticket transactions, merchant-specific negotiated rates with the card branded associations, transactions made in a foreign jurisdiction and merchant discounts for providing Level III data. We offer the City the following incentive on your discount interchange transactions:

Non-Standard Volume Incentive

Percentage
1.3500%

Client Held Days Payment Performance must be 45 or less

Credit Losses deducted from Rebate

Fraud Losses absorbed by U.S. Bank

Rebate payment: Quarterly

Prompt Payment Incentive

Client Held Days Payment Performance	Percentage	Client Held Days Payment Performance	Percentage	Client Held Days Payment Performance	Percentage
45	0.0000%	29	0.1600%	14	0.3100%
44	0.0100%	28	0.1700%	13	0.3200%
43	0.0200%	27	0.1800%	12	0.3300%
42	0.0300%	26	0.1900%	11	0.3400%
41	0.0400%	25	0.2000%	10	0.3500%
40	0.0500%	24	0.2100%	9	0.3600%
39	0.0600%	23	0.2200%	8	0.3700%
38	0.0700%	22	0.2300%	7	0.3800%
37	0.0800%	21	0.2400%	6	0.3900%
36	0.0900%	20	0.2500%	5	0.4000%
35	0.1000%	19	0.2600%	4	0.4100%
34	0.1100%	18	0.2700%	3	0.4200%
33	0.1200%	17	0.2800%	2	0.4300%
32	0.1300%	16	0.2900%	1	0.4400%
31	0.1400%	15	0.3000%	0	0.4500%
30	0.1500%				

Proposed fees

Below are our proposed fees for the City's program:

Purchasing Card and Virtual Pay	
Feature	Fee
Annual Card Fee	No Fee
Non-Sufficient Funds Fee	\$15.00 per occurrence
Cash Advance	2% (\$2.00 minimum)
Logo Embossing Fee; a two-week delay may occur with card issuance and implementation	No Fee
Delinquency Fee: ▪ Not Paid by Due Date on entire past due amount ▪ Not Paid by each subsequent Billing Cycle on the entire past due amount ▪ Minimum Late Fee	▪ 1% ▪ 2.5% ▪ \$2.00
Travel Accident Insurance Fee. Common Carrier Travel Accident Insurance for Corporate Travel and/or One Cards is provided at no charge with a benefit amount of two hundred fifty thousand U.S. Dollars (\$250,000.00). Entity and/or Participant must notify U.S. Bank of the use of Central Billing Accounts for booking of travel to ensure appropriate insurance coverage is in place.	No Fee
Foreign Transaction Fee, all Products. Fee applies to transactions taking place outside the United States not in U.S. dollars. U.S. Bank reserves the right to raise fee with sixty (60) days prior written notice to Entity.	1%

Confidentiality; Disclosures

U.S. Bank appreciates the opportunity to review the Request for Proposal (RFP) for City of Roseville's purchasing card and Virtual Pay program. We have attached a copy of the NASPO ValuePoint Agreement for your review and consideration. Please note that the agreement offers the following benefits:

- It is specifically tailored for the financial services and solutions offered in this proposal.
- It contains terms and conditions designed to promote compliance with federal and state laws and regulations such as the USA PATRIOT Act, FCRA, BSA/AML, etc.
- It provides U.S. Bank with the ability to offer more favorable economic incentives due to efficiencies gained in the contracting process and the administration of the program.

If the RFP results in a contract award to U.S. Bank, we propose that the NASPO ValuePoint Agreement govern this relationship. Accordingly, please note that we do not agree to be bound by any of the terms and conditions contained in the RFP unless and until such terms are incorporated into a final written agreement between the parties. This proposal represents the basis for a proposed business relationship and is not a contract for services. The incentive and fees provided in this proposal are predicated on the State of California's ongoing participation in the NASPO ValuePoint Agreement led by the State of Washington. Please note that the current NASPO ValuePoint Agreement is effective January 1, 2021 through December 31, 2025. All pricing elements, including incentives, are subject to final credit approval by U.S. Bank, and are subject to change if credit is conditional upon collateral pledge, pre-payment or guarantor.

The documents provided in this proposal contain proprietary and confidential information of U.S. Bancorp and its affiliates and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.

U.S. Bancorp, its affiliates and subsidiaries retain ownership of the information contained in these documents. Any disclosure, publication or dissemination of the information by the recipient is prohibited without the prior written consent of U.S. Bank. If this proposal is subject to disclosure under a Freedom of Information Act, Sunshine Act or other applicable law, we request that these documents be afforded protection from disclosure to the maximum extent permissible under law as proprietary and confidential information.

Finally, please note that U.S. Bank National Association offers commercial card payment products in its own name and on behalf of its correspondent bank partners under the assumed name of Elan Financial Services (Elan). Please be advised that Elan, at the request of one or more of its partner banks, may submit separate responses to the RFP.



**NASPO VALUE POINT
STATE OF CALIFORNIA PARTICIPATING ADDENDUM 7-20-99-42
LOCAL AGENCY SUBSIDIARY AGREEMENT**

This Local Agency Subsidiary Agreement ("**Subsidiary Agreement**") is entered into by undersigned entity, organized under the laws of the State of California ("**Local Agency**"), and U.S. Bank. This Subsidiary Agreement shall become effective upon signing by U.S. Bank.

RECITALS

1. The State of California, Department of General Services (the "**State**") and U.S. Bank entered into California Participating Addendum 7-20-99-42 effective January 1, 2021, as amended, supplemented or otherwise modified (the "**Participating Addendum**") for the purpose of making available a Commercial Card Services Program ("**Program**") as described in the Participating Addendum for use by state agencies and local agencies of the State;
2. Local Agency desires to participate as a "Participating Agency" under the Program and Agreement, with sole liability for its own obligations it may incur under the Program and Participating Addendum; and
3. U.S. Bank has agreed to allow Local Agency to be bound under the Participating Addendum and participate in the Program as a "Participating Agency."

AGREEMENT

Now, therefore, for and in consideration of the mutual promises contained in this Subsidiary Agreement and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Local Agency and U.S. Bank agree as follows:

1. **DEFINITIONS.** Unless otherwise stated in this Subsidiary Agreement, all capitalized terms shall have the same meaning as set forth in the Participating Addendum.
2. **DESIGNATION.** Local Agency is hereby designated as a "Participating Agency" under the Participating Addendum, and upon U.S. Bank's execution of this Subsidiary Agreement (after completing its necessary due diligence) Local Agency shall be deemed a "Participating Agency" thereunder until Local Agency so elects to remove such designation or such designation is revoked as set forth in section 6 below. U.S. Bank will take direction from such Local Agency in the issuing of Accounts (or the suspension of Accounts issued at Local Agency's direction).

3. LOCAL AGENCY REPRESENTATIONS, WARRANTIES AND COVENANTS. Local Agency:

- 3.1** Represents and warrants that it received a copy of the Participating Addendum;
- 3.2** Represents that it is a valid political subdivision of the State of California;
- 3.3** Represents and warrants that as of the date hereof that each of the representations and warranties made by the State in the Participating Addendum to U.S. Bank can be made by Local Agency without breach on the date hereof;
- 3.4** Represents and warrants that all financial and other information provided to U.S. Bank by or about Local Agency is true and correct;
- 3.5** Agrees to comply with and be bound by the terms and conditions of the Participating Addendum, including any future amendment regardless of whether Local Agency has received notice of such amendment;
- 3.6** Agrees it is liable for its own performance of the terms and conditions of the Participating Addendum (including as it may be amended from time to time) as if Local Agency signed the Participating Addendum, including for all obligations incurred by it or by any party issued an Account at its direction, but shall not be liable for any obligations incurred by the State or any other Local Agencies; and
- 3.7** Agrees that it may not assign or transfer its rights under this Subsidiary Agreement or the Participating Addendum without the express consent of U.S. Bank.

4. LIABILITY FOR LOCAL AGENCY'S PERFORMANCE AND OBLIGATIONS. Local Agency agrees that it shall be solely liable for its performance of the terms and conditions of the Participating Addendum and this Subsidiary Agreement. The State shall have no liability for any obligations incurred under the Program by Local Agency and any Account holder designated by such Local Agency.

5. NOTICES. The notice address for Local Agency is:

 Attn: _____

6. CHANGE OF CONTROL. Local Agency shall immediately notify U.S. Bank in writing of the occurrence of any event concerning Local Agency that (i) would prevent Local Agency from making the representations and warranties contained in section 3 at such time or (ii) results in a change of the legal name of such Local Agency. Local Agency shall promptly provide such additional details as reasonably requested by U.S. Bank regarding such event. At the election of U.S. Bank, the rights of Local Agency to be designated a "Participating Agency" under the Participating Addendum may be revoked based upon the notification provided by pursuant to section 6 (i) and this Subsidiary Agreement shall terminate.

- 7. BINDING AGREEMENT.** The representations, warranties and covenants of Local Agency in this Subsidiary Agreement constitute valid, binding and enforceable agreements of Local Agency. The execution of this Subsidiary Agreement and the performance of the obligations hereunder are within the power of Local Agency, have been authorized by all necessary action and do not constitute a breach of any agreement to which Local Agency is a party or is bound. Local Agency represents and warrants that this transaction is within the scope of the normal course of business and does not require further authorization for Local Agency to be duly bound by this Subsidiary Agreement. Any breach of the terms of this Subsidiary Agreement by the Local Agency shall also be a default under the Participating Addendum by the Local Agency giving rise on the part of U.S. Bank to exercise remedies outlined within the Participating Addendum based upon such default. A breach of the terms of the Subsidiary Agreement by Local Agency shall give rise to the right of U.S. Bank to terminate this Subsidiary Agreement in accordance with terms outlined within the Participating Addendum and remove Local Agency from the Program.
- 8. RATIFICATION, AMENDMENT AND TERMINATION OF AGREEMENT.** Local Agency acknowledges that U.S. Bank and the State may from time to time enter into amendments of the Participating Addendum. No such amendments shall require the consent of, or notification to, Local Agency and Local Agency shall be bound by the terms contained in any such amendments. **In the event of a termination of the Subsidiary Agreement, Local Agency acknowledges and agrees that Local Agency shall remain liable for all debts arising from the use of a card and/or account prior to the termination date and U.S. Bank will pay applicable rebates in accordance with the Participating Addendum.**

- 9. AUTHORIZATION AND EXECUTION.** This Subsidiary Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. This Subsidiary Agreement may be executed and delivered by the parties electronically, and fully executed electronic versions of this Subsidiary Agreement, or reproductions thereof, will be deemed to be original counterparts.

The signer(s) represents and warrants that (i) he or she is authorized by an applicable authority to enter into all transactions contemplated by this Subsidiary Agreement, and (ii) the signatures appearing on all supporting documents of authority are authentic.

LOCAL AGENCY	U.S. BANK
DATE: _____	DATE: _____
_____	U.S. Bank National Association
Legal Name of Local Agency	_____
_____	_____
(Signature of Authorized Individual)	_____
_____	_____
(Printed Name of Authorized Individual)	_____
_____	Vice President
(Printed Title of Authorized Individual)	_____

Exhibit “F”

RESERVED

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

5-22-70-22-01

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

City of Roseville

CONTRACTOR NAME

Elavon, Inc.

2. The term of this Agreement is:

START DATE

Upon Council Authorization and City Signature (Tentatively on or about March 15, 2023)

THROUGH END DATE

TBD

3. The maximum amount of this Agreement is:

Subject to Council Approval

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	12
Exhibit A.1	Selected Services	1
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	Terms and Conditions	4
Exhibit C.1	General Provisions - Information Technology	9
Exhibit D	Insurance Requirements	2
Exhibit E	Fees and Costs	3
Exhibit E.1	Service Pricing	2
Exhibit E.2	Equipment and Software Pricing	2
Exhibit E.3	Equipment Specifications	5
Exhibit F	Equipment and Software	5
Exhibit G	Definitions	8
Exhibit H	Special Terms and Conditions	12
Exhibit H.1	Authorized User Setup Form	3
Exhibit I	Mass Transit Terms	2
Exhibit J	Addendum - Application of MSA defense and indemnification Terms Local Authorized User	1
Exhibit K	Authorized User Addendum	3

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

5-22-70-22-01

PURCHASING AUTHORITY NUMBER (If Applicable)

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

Elavon, Inc.

CONTRACTOR BUSINESS ADDRESS

7300 Chapman Highway

CITY

Knoxville

STATE

TN

ZIP

37920

PRINTED NAME OF PERSON SIGNING

Timothy I. Miller

TITLE

Senior Vice President, Risk Management Executive

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

3/1/23

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

City of Roseville

CONTRACTING AGENCY ADDRESS

311 Vernon St.

CITY

Roseville

STATE

CA

ZIP

95678

PRINTED NAME OF PERSON SIGNING

Dominick Casey

TITLE

City Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A: Scope of Work

The Department of General Services (DGS), Procurement Division (PD), hereinafter referred to as the “State” or “DGS-PD” is establishing master agreements with multiple providers of Electronic Payment Acceptance Services for State Agencies and Local Users (defined as any city and/or county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds), hereinafter collectively referred to as “Authorized Users”. Authorized Users may contract with any master agreement provider.

1. SCOPE

- a. The State and Elavon, Inc. (hereinafter referred to as the “Contractor”), hereby agree that the Contractor will provide Electronic Payment Acceptance Services to Authorized Users in accordance with the terms and conditions of this Master Service Agreement (“MSA” or “Agreement”).
- b. Prior to rendering services, Authorized Users and Contractor must execute a separate Subsidiary Agreement that incorporates all of the terms of this MSA by reference and may contain additional specific terms and conditions, none of which may alter, rescind, or be in conflict with the terms and conditions of this MSA (per Exhibit A, Section 14).
- c. Contractor agrees to honor all Subsidiary Agreements made prior to MSA expiration or termination at the same rates, terms and conditions.
- d. All Subsidiary Agreements issued against this MSA must be fulfilled/completed in their entirety within twelve (12) months following the MSA end date.
- e. The State, during the term of this MSA, may negotiate additional agreements, categories and/or services.

2. AGREEMENT TERM

The term of this MSA is for a five (5) year period. DGS reserves the right to extend this Agreement for two additional two (2) year periods, with a maximum cumulative term of nine (9) years. The start and end date will be noted on the attached Std. 213 Standard Agreement (the “Effective” term).

3. CONTRACT ADMINISTRATORS

The State and MSA Contractor have assigned Contract Administrators as single points of contact for all inquiries, contract related issues and for problem resolution. The Contract Administrators and their contact information will be listed in the subsequent MSA User Instructions issued after award. Should a Contract Administrator change, each party will notify the other in writing no later than ten (10) business days after the date of such change, without amendment to this agreement.

- a. Contractor must provide the name, address, telephone number, and e-mail address of the individual directly responsible for managing this Agreement on behalf of the Contractor to the State’s designated Contract Administrator.
- b. Contractor must provide the State with at least one (1) replacement candidate that will meet or exceed the experience and skill level of the Contract Administrator being replaced.

- i) The State shall not compensate the Contractor for any time or effort required to prepare the new Contract Administrator for work on the project.
- ii) The State may request that Contractor replace an assigned Contract Administrator at any time. The Contractor will use its best efforts to provide a replacement candidate that meets or exceeds the experience and skill level of the Contract Administrator being replaced within a time frame mutually agreed upon by the Contractor and the State.

4. GENERAL OVERVIEW OF SERVICES

Contractor shall provide electronic payment acceptance and processing services in the following categories:

a. Credit and Debit Card Processing (Category 1)

5. MINIMUM SERVICE LEVEL AGREEMENTS

Contractor shall provide electronic payment acceptance and processing services as follows:

a. General Service Level Agreements (All Categories)

Contractor will:

- i) Allow for batch processing of transactions. Initiate funding for Credit, Debit, and PIN-Based Card transactions as follows:

Transaction Day	Initiate Funding to Authorized User's Account Via ACH ^{1/}
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Thursday	Friday
Friday	Monday
Saturday	Monday
Sunday	Monday

^{1/} Includes Contractor's authorization to send funds from Contractor's bank to Authorized User's bank account.

- ii) Contractor shall settle in gross daily and process chargebacks and adjustments by invoicing the Authorized User.
- iii) Provide to each Authorized User access to detailed statements and online reporting tools that provide sufficient information for each Authorized User to reconcile deposits and adjustments made to the Authorized User's designated bank account(s).
- iv) Provide customer support twenty-four (24) hours per day, three hundred sixty-five (365) days per year.
- v) Maintain industry standard data privacy controls sufficient to meet the requirements of the applicable security standards and California State Privacy statutes and

regulations (defined in Exhibit A, Section 17). Contractor is fully responsible for all administrative and financial obligations that arise from any security breach caused by the Contractor.

- vi) Provide Gateway services or equivalent.
- vii) Annually, make Contractor's SSAE 18 SOC1 Type II information available for review on Contractor's premises upon Authorized User's thirty (30) days written notice. Authorized User's review shall take place during Contractor's normal business hours upon the signing of Contractor's confidentiality agreement. Authorized User's review does not include copying of such documents.
- viii) Upon request by the Authorized User, assign to Authorized User one or more identification numbers or passwords for Authorized User's use in obtaining the Card Services. Once such identification number(s) or password(s) have been delivered to Authorized Agency by Contractor, the use and confidentiality of such numbers and/or passwords shall be the sole responsibility of Authorized User.

b. Credit and Debit Card Processing (Service Category 1)

Contractor will:

- i) Process for the Authorized User: MasterCard, Visa, American Express, Discover, Debit Cards, and Purchasing Cards in accordance with the operating rules of each of the named associations and under applicable law. Including but not limited to:
 - 1. Bank Cards – VISA/MasterCard/AMEX/Discover – Cardholder Present
 - 2. Bank Cards – VISA/MasterCard/AMEX/Discover – Cardholder Not Present
 - 3. Signature Debit Cards – VISA/MasterCard – Cardholder Present
 - 4. Signature Debit Cards – VISA/MasterCard – Cardholder Not Present
 - 5. PIN Based Debit Cards
 - 6. Digital Wallets
- ii) Provide Convenience/Service Fee services.
- iii) Provide continuous service by maintaining Contractor's system functionality at a minimum 99.9% of the time (excluding maintenance downtime), measured on a monthly basis. Contractor must provide advanced written notice for scheduled maintenance and maintenance should occur during Authorized User's non-business hours.
 - 1. Service shall be available twenty-four (24) hours per day, three hundred sixty-five (365) days per year (excluding maintenance downtime).
 - 2. If service's monthly availability averages less than 99.9% (excluding maintenance downtime), the Authorized User shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Subsidiary Agreement. (Exhibit A, Section 24)
 - 3. Contractor shall provide advance written notice to the State Contract Administrator and Authorized Users of any major upgrades or changes that will affect the service availability.
- iv) Provide Authorization and Settlement functions on behalf of Authorized User. Authorizations must be completed in real time with response times of no more than 2-12 seconds. Response time is measured from the time Contractor receives a transaction authorization request to the time Contractor provides a transaction

authorization response to Authorized User, excluding time dependent upon third parties and delays caused by failures or delays in third party's systems.

v) Deliver, at a minimum, the following standard reports:

1. Deposit Summary
2. Transaction Reports
3. Convenience/services fees, if applicable
4. Statements
5. Interchange
6. Adjustments
7. Chargebacks
8. Authorizations
9. Duplicate Transmissions

Frequency of reporting and additional reports to be determined within the Authorized User Subsidiary Agreements.

- vi) Process Chargebacks, upon receipt, on behalf of Authorized User. If additional information is required from the Authorized User to process the chargeback, Contractor must notify the Authorized User within twenty-four (24) to forty-eight (48) hours of receipt. The Contractor is authorized to protest any chargeback on behalf of the Authorized User. Chargebacks and adjustments will be invoiced to the Authorized Users.
- vii) Process voids, cancels, returns, reversals and retrievals.
- viii) Control for duplicate transactions.
- ix) Remain Payment Card Industry (PCI) compliant and P2PE certified throughout the term of the Agreement.

6. DEMONSTRATIONS

Contractor agrees to conduct demonstrations at the request of the State and/or an Authorized User, prior to implementation of an electronic payment acceptance program during the term of the Agreement.

7. TRAINING

Contractor shall provide telephone and/or web-based training for each Authorized User as stated in the Subsidiary Agreement. Implementation training must be completed within 30 calendar days after system set-up. Training will be provided at no additional cost including any travel related expenses.

Training material and equipment shall be provided by the Contractor at the Contractor's expense. Contractor shall ensure that sufficient material is provided to all attendees.

Contractor shall provide a link to the most recent version of the Contractor's Operating Guide. The Operating Guide and Contractor's website includes, at a minimum, but not limited to the following:

- Step by Step Instructions
- Support Services
- Quick Reference Guide
- FAQ's and answers

Contractor must provide twenty-four (24) hours per day, three hundred sixty-five (365) days per year, web-based access to Contractor's Operating Guide.

Trainer provided by contractor shall be knowledgeable in the subject matter, equipment and training materials. Contractor will customize training sessions for an Authorized User upon request.

8. CUSTOMER SERVICE AND SUPPORT

Contractor must provide knowledgeable customer service personnel for the services provided. Contractor shall provide the contact information for problem resolution and inquiries in the Subsidiary Agreement with each Authorized User. Most inquiries regarding the direct reconciliation of an Authorized User's payment transactions, the transfer to the bank account or any other payment transactions involving the Contractor shall be addressed and/or resolved by the Contractor within three (3) business days from the date of the original inquiry. Most other problems and inquiries will be addressed within five (5) business days from the date of the original contact. If Contractor is unable to resolve issues within the timelines stated above, Contractor will work with the Authorized User to establish mutual resolution timeframes and project timelines. Contractor's customer service representatives shall accurately and timely:

- Research and resolve concerns and provide immediate follow-up status/resolution.
- Resolve problems related to daily settlements and deposit variances.
- Coordinate and resolve complex reporting issues.
- Answer incoming telephone calls, e-mails, faxes, and letters.
- Log all problems/resolutions so that recurring problems can be tracked, reported and corrected.

Contractors must provide, at the Authorized Users request, copies of any data file transmission that occurred within the required records retention period specified in this Agreement (See Exhibit A, Section 9) and have that data file available to them within forty-eight (48) hours after original request. Any data file requests that cannot be fulfilled in that time frame will require Contractor and Authorized User to agree upon a reasonable time frame for such requests.

Contractor shall provide a technical liaison (live operator) available twenty-four (24) hours a day, three hundred sixty-five (365) days a year for immediate response to data/technical needs such as, but not limited to, general inquiries, point-of-sale and other payment channel assistance. Upon request, Contractor shall provide a written/electronic status report including a problem statement, proposed solution, and estimated time of problem resolution. Contractor's staff must be fully versed in electronic payment systems and fully capable of resolving any issues immediately.

9. RETENTION OF RECORDS

Contractor must retain all transactional data for a period of at least eighteen (18) consecutive months from the initial transaction date. Transactional data/records must be made available, upon request, to Authorized Users within forty-eight (48) hours after original request. Any data file requests that cannot be fulfilled in that time frame will require Contractor and Authorized User to agree upon a reasonable time frame for such requests.

Authorized User should retain legible copies of Sales Drafts and Credit Vouchers for a period of at least eighteen (18) months from the initial transaction date to be able to

respond to customer disputes. Authorized User must submit to Servicers a legible copy of a Sales Draft or Credit Voucher within ten (10) days of a request by Servicers, or longer period of time as may be allowed by the Association.

10. PROGRAM WEBSITE

Contractor shall provide and regularly update a secure website for use by Authorized Users of this Agreement. The website will include at a minimum, the following information:

- Link to the Contractor's Merchant Operating Guide.
- Links to industry related rules and regulations as described in this Agreement.
- Customer Service and Support telephone number.
- FAQs
- Link to report database (Exhibit A, Section 5 (a)(iii))

11. REPORTING REQUIREMENTS

- a. Each quarter, the Contractor shall submit a Quarterly Usage/Activity Report to the DGS Contract Administrator via email or other delivery method specified by the State. The report shall summarize the Contractor's MSA contract activity for each Authorized User, and it shall be provided to the DGS Contract Administrator by the thirtieth (30th) working day following the ending of the quarter's reporting period. A report is required every quarter, even if the Contractor has no activity during the reporting period.
- b. DGS will provide a quarterly reporting template to awardees upon award.
- c. Contractor must report State Authorized Users and Local Authorized Users on separate quarterly reports.
- d. The Quarterly Usage/Activity Report will summarize the Contractor's MSA contract activity by payment category for each Authorized User and will contain the following information:
 - Authorized User Name (department, agency, etc.)
 - Authorized User's Merchant Number
 - Dollar Volume by card type (*Amex, Discover, Visa, MC, Debit*) and/or payment solution
 - Number of settled transactions by card type and/or payment solution
 - Fees paid by payment solution and type (interchange, processor, convenience fees, other)
 - Convenience/Service Fees as applicable
 - Equipment and software sales reports, upon request
 - Any other reporting as requested by DGS
- e. Contractor shall email reports (in Microsoft Excel format or compatible) to the State Contract Administrator (referenced in User Instructions) and Masters@dgs.ca.gov.
- f. The DGS Contract Administrator reserves the right to modify this report and require the Contractor to provide additional information available to the Contractor during the course of this Agreement at no additional cost.

12. AUTHORIZED USERS

- a. Pursuant to Government Code §11000, State of California government agencies include every state office, officer, department, division, bureau, board, and commission.

- b. For the purposes of this Agreement, local government agencies include any city and/or county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds.
- c. State agencies are required to adhere to DGS contract and procurement policy and procedures. For informational purposes only, see the following link for the [State of California Agency List](https://www.ca.gov/agenciesall) (exclude any local government agencies described above): <https://www.ca.gov/agenciesall>
- d. Local government agency use of this MSA is optional. Local government agencies may execute a contract under this MSA using the standard form Std. 213 or appropriate equivalent contract form, and any specific documents established prior to award that affect the Subsidiary Agreement. Upon execution of the contract form they shall become Authorized Users and the provision of services by the Contractor to such Authorized Users will be governed by the terms of this MSA.
- e. However, the Contractor has authorization to negotiate with local government agency Authorized Users for the provisions cited below. These include but are not limited to:
 - Invoicing and Payment Provisions (including debiting for chargebacks, assessments and other items)
 - Governing Law, Jurisdiction
 - Local Authorized User's additional specific terms and conditions
 - Convenience/Service Fees

13. AUTHORIZATION TO RENDER SERVICES

Unless otherwise provided in this Agreement, Contractor may not decline a State of California government agency's request to utilize services offered under this Agreement.

14. SUBSIDIARY AGREEMENTS

Contractor and a State of California government agency or a local government agency (as applicable) must execute a separate Subsidiary Agreement that incorporates all of the terms of this MSA by reference and may contain additional agency specific terms and conditions, none of which may alter, rescind, or be in conflict with the terms and conditions of this MSA.

The Subsidiary Agreement shall consist of a Std. 213 form, or the appropriate equivalent contract form for local government agency Authorized Users and shall describe the particular requirements of the Authorized User, usually reflected in a detailed scope of work. State Agency Authorized User's Subsidiary Agreements shall be processed in accordance with State contracting laws, policy, and procedures.

15. ENTIRE AGREEMENT & AMENDMENTS

This MSA Agreement includes the Std. 213 form, Exhibits A-I and any additional provisions or Exhibits or attachments specific to the Contractor and/or services; documents incorporated by reference, and mutually approved amendments.

16. ORDER OF PRECEDENCE

The following order of precedence shall apply:

- a. All federal, state, local laws and regulations
- b. Exhibit C: Terms and Conditions (As Modified)
- c. Exhibit C.1: General Provisions – Information Technology (As Modified)
- d. Exhibit G: Definitions
- e. Exhibit A: Scope of Work
- f. Exhibit A.1: Selected Services
- g. Exhibit B: Budget Detail and Payment Provisions
- h. Exhibit D: Insurance Requirements
- i. Exhibit E: Fees and Costs
- j. Exhibit F: Equipment and Software
- k. Exhibit E.1: Service Pricing
- l. Exhibit E.2: Equipment and Software Pricing
- m. Exhibit E.3: Equipment Specifications
- n. Exhibit H: Special Terms and Conditions
- o. Exhibit I: Mass Transit Terms
- p. Exhibit H.1: Authorized User Set Up Form
- q. Payment Network Regulations

17. SECURITY, PRIVACY AND DISCLOSURE

The parties acknowledge that this Agreement is subject to the California Public Records Act (Govt. Code section 6250 et seq.), California Government Code sections 6164 and 11019.9; and California Civil Code section 1798 et seq.

Authorized Users agree not to disclose Cardholder account numbers and/or Card Identification Numbers (“CIDs”) unless required by law or other legal process, or for internal State purposes, or as required to use the services under the Agreement.

Contractor agrees it will not use the names, addresses, and any other personally identifying information of State, city, county, school, or other public employees for any purpose not directly related to this Agreement.

18. REGULATORY AUTHORITIES (Industry Related Rules and Regulations)

Contractor warrants and certifies that prior to, and in the performance of this Agreement, it will acquire, maintain, and remain in compliance with all mandatory regulatory approvals with respect to its performance under this Agreement required by any applicable governmental agency having jurisdiction over Contractor. If such regulatory approvals are not obtained by Contractor prior to the performance of this Agreement, this Agreement shall be of no force or effect.

19. LICENSES AND PERMITS

Contractor shall be responsible for obtaining and maintaining at its expense all applicable licenses, registrations, permits, and certifications applicable to its performance under this Agreement during the entire term of this Agreement required by federal law, the State of California, and local jurisdictions in California.

20. SUBCONTRACTORS

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be

fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of the subcontractors as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the Authorized User's obligation to make payments to the Contractor. As a result, the Authorized User shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

21. PHASE IN & PHASE OUT TRANSITION SERVICES

Prior to the end of this Agreement's contract term, or if this Agreement is terminated by the State, Contractor agrees to assist in transitioning the services provided under this Agreement within a period of time, not to exceed one hundred eighty (180) day calendar period. Transition assistance will include but is not limited to: continue transaction processing until date agreed upon, resolve any outstanding chargeback disputes, remit final statement and invoice for all transactions through close of business on the final processing date. Contractor shall cooperate with any new contractor(s) and State staff in effectuating an orderly transition.

22. DISPUTE RESOLUTION

Contractor shall direct questions regarding the Subsidiary Agreement to the Authorized User. Decisions rendered by the Chief Executive Officer, or designated representative, of the Authorized User are considered final. Upon request, DGS-PD may provide a forum for discussion, at which time a DGS-PD representative shall be available to provide information regarding the State of California's policies and procedures. If agreement cannot be reached, either party may assert its rights and remedies within a court of competent jurisdiction.

23. NOTICES

All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if delivered (a) personally, (b) via facsimile, electronic mail or overnight express service (except that notices of termination or default given by facsimile or electronic mail must also be sent via overnight express service or certified mail) or (c) by certified or registered mail, postage prepaid, return receipt requested, in each case, to the addresses, facsimile numbers and/or electronic mail addresses set forth below. The parties hereto may change their street addresses, facsimile numbers and electronic mail addresses for purposes of this Agreement by notifying the other party in the manner specified in this section.

24. LIQUIDATED DAMAGES

The Authorized User's Director or his/her designee may assess compensating damages against the vendor for losses incurred by the Authorized User as a direct result of errors caused by the negligence or willful misconduct of the vendor or subcontractor(s) that cause or contribute to the delay in collecting revenue. If invoked, damages will be assessed based upon the dollar value of the loss, the elapsed time before correction of the error and the Pooled Money Investment Account (PMIA) Daily Rate for the date the loss occurred as published by the California State Treasurer's Office. Contractor's liability for damages shall not exceed an amount equal to the annual fees paid or payable to Contractor under the affected Subsidiary Agreement (excluding interchange fees). If

twelve (12) consecutive months of fees are not available for this calculation, Contractor will use the highest available months fees multiplied by twelve (12) to identify the anticipated annual fees. For purposes of this Agreement, 'errors' do not include any action taken, or any failure to act, pursuant to an instruction from the State or an Authorized User.

25. PROPRIETARY RIGHTS AND PERMITTED USES

- a. Contractor may not issue any press release about this Agreement or the State without the other party's prior written consent.
- b. Contractor will provide all Credit Card Association marks, logos, stickers and marketing materials, as well as any other forms of display required by the Associations'.
- c. An Authorized User may use and display the Associations' marks, and shall display such Marks in accordance with the standards for use established by the Associations. The Authorized User's right to use all such Marks will terminate upon termination of the Agreement or upon notice by an Association to discontinue such use, and the Authorized User must thereafter promptly return any materials displaying the Marks. The Authorized User's use of promotional materials provided by the Associations will not indicate, directly or indirectly, that such Associations endorse any goods or services other than their own and the Authorized User may not refer to any Associations in stating eligibility for its products or services.

26. FEDERAL DEBARMENT

The Federal Department of Labor requires that State agencies which are expending Federal funds of \$25,000 or more, have in the contract file, a certification by the Contractor that it has not been debarred or suspended from doing business with the Federal Government. Each Contractor must provide this documentation upon request.

27. FORCE MAJEURE

Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a. Acts of God or of the public enemy, and
- b. Acts of the federal or state government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

28. RIGHT TO TERMINATE

- a. The State may terminate the Agreement and any Authorized User may terminate its respective Subsidiary Agreement for cause upon a reasonable and good faith determination that the Contractor failed to perform the requirements of this Agreement at the time and in the manner herein provided in Section (b) below. However, Authorized Users will provide a Cure Period, rather than immediate termination, if a breach involves meeting a service level agreement identified in Exhibit A, Section 5. Nonetheless, the

State and Authorized Users reserve the right to terminate for cause without providing additional Cure Periods if a service level issue for which a Cure Period has previously been provided recurs.

- b. In the event of a breach, the State or Authorized User will send the Contractor a notice specifying the breach and providing the Contractor an opportunity to cure the breach within a period of time no less than thirty (30) days "Cure Period". If the breach is not cured within the Cure Period, the State or Authorized User has the right to terminate the Agreement upon thirty (30) days notice to the Contractor.
- c. The State may terminate the Agreement without cause upon sixty (60) days advance written notice to the Contractor. Authorized Users may terminate their respective Subsidiary Agreements without cause upon sixty (60) days advance written notice to the Contractor. In the event of a termination without cause, Contractor shall not be responsible for any costs to the State or an Authorized User associated with such termination and any sum due the Contractor under this Agreement (which sum due to the Contractor shall include, but not be limited to, fees as set forth in this Agreement) for Charges up to the date of a termination shall be paid to the Contractor including any Chargebacks, fees, fines or penalties owed by the State or Authorized User after termination, which shall be paid within forty-five (45) days of presentment of a non-disputed invoice, in accordance with Exhibit B, Section 3.
- d. After receipt of a notice of termination by the State, or an Authorized User, and except as otherwise directed by the State or Authorized User, Contractor shall:
 - i. Stop work as specified in the notice of termination.
 - ii. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Agreement.
 - iii. Terminate all subcontracts to the extent they relate to the work terminated.

After receipt of a notice of termination and prior to the contract termination effective date, Contractor agrees to diligently proceed without interruption in the performance of this Agreement. Contractor's failure to diligently proceed in accordance with this Agreement shall be considered a material breach of this Agreement.

29. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

30. CONTRACTOR'S ADMINISTRATIVE FEE

The Contractor is required to pay a fee to DGS-PD based on the number of settled transactions processed. The fee is paid quarterly and is calculated as equal to \$0.01 (1 cent) for each transaction processed per quarter under this Agreement.

This Administrative Fee shall not be invoiced or charged to the ordering agency or customer. Payment by the Contractor shall be made quarterly to DGS-PD irrespective of payment status of Subsidiary Agreements.

Failure to submit correct reports and payments on a timely basis shall constitute grounds for default of this Agreement pursuant to Exhibit A, Section 28(b). Payments are due for the reporting period by the thirtieth (30th) calendar day following the ending of the quarter. (Note: If the due date is on a Saturday or Sunday, the due date will be the Monday following.)

Payment may be made in the form of an electronic payment using the PD LPA Payment Portal or by submitting a check payable to the State of California, Department of General Services. Along with each payment, a Usage Report, filtered in Excel as prescribed in Exhibit A, Section 11 "Reporting Requirements," shall be submitted to the State Contract Administrator.

To submit fees through the PD LPA Payment Portal, users must register on the DGS-PD LPA Payment Portal (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal>).

Administrative Fee payments made by check shall be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

Exhibit A.1: Selected Services

The table below contains the services selected by the Authorized User within their Subsidiary Agreement # _____. By selecting one or more of the services, the Authorized User is agreeing to be bound by the terms and conditions of the MSA 5-22-70-22-01.

	Description
	Credit and Debit Card Processing
	Convenience/Service Fees
☐	Exhibit I: Mass Transit Services

Exhibit B: Budget Detail and Payment Provisions

1. INVOICING AND PAYMENT

- a. Authorized Users will open a Demand Deposit Account (DDA) at an approved State financial institution that participates in the Automated Clearing House of the Federal Reserve System (ACH) to accept electronic payments via ACH under this MSA. For California State Authorized users this DDA must be a Zero Balance Account (ZBA).
- b. Each Authorized User must provide the Contractor with the name, bank deposit account and ABA (bank routing) numbers of the financial institution where such Authorized User's DDA is established. Further, Authorized User must notify Contractor of any changes to its financial institution, account, or ACH information over the course of the agreement. Each Authorized User must also notify its financial institution that the Contractor has access to make deposits to the designated DDA. Contractor does not have authority to debit any amounts from the Authorized User's DDA.
- c. Contractor shall settle the total amount for charges gross daily, net of refunds and reversals. Processing fees, chargebacks and adjustments will be invoiced to the Authorized Users. Contractor will not charge processing fees that are higher than or any additional fees other than those specified in Exhibit E.1: Service Pricing which cover all services provided by this MSA including electronic payment acceptance services, user guides, reports, and customer service.
- d. If Authorized Users choose to assess a convenience and/or service fee, Authorized User acknowledges that all fees collected will be settled to a DDA established by the Contractor or Service Provider. Contractor or Service Provider will charge the convenience and/or service fee as a separate charge from the transaction amount, if applicable in accordance with Exhibit E, Section 4. All amounts owed to the Contractor for services provided in the Subsidiary Agreement will be deducted from the convenience and/or service fees collected by the Contractor or charged to the Service Provider, as applicable. Authorized Users remain responsible for Chargebacks.
- e. Contractor shall initiate payment to each Authorized User's DDA in accordance with the schedule noted in Exhibit A, Section 5 (a)(i). If the payment transmittal date falls on a day that Contractor's bank is not open for processing payments, Contractor will initiate payment the next available business day. Funds due to State Authorized Users shall never be held in Contractor's account or any other account not specifically authorized by an Authorized User. Contractor will not be responsible for any obligations, damages, or liabilities in excess of the amount of the applicable debit, credit, or adjustment to an Authorized User's DDA in the event that the Authorized User's financial institution does not honor any such item or improperly applies it to such Authorized User's account.
- f. Each Authorized User shall provide billing information (mailing address, contact person, etc.) as part of its individual Subsidiary Agreement (defined in Exhibit A Section 14) executed with Contractor.
- g. Invoices shall be submitted in arrears to each State Authorized User on Contractor's letterhead within fifteen (15) days of the end of each month and in accordance with the Prompt Payment Act. The invoice shall include:
 - The Subsidiary Agreement Number between the Authorized User and the Contractor.
 - Authorized User Name.

- Authorized User Merchant Number.
 - Time period covered.
 - Work completed for the period shall be identified (detailed statement of services rendered) as specified in the individual Authorized User's Subsidiary Agreement.
 - Contact information for billing comments or inquiries such as a telephone number, fax number, and address.
- h. Chargeback invoices shall be submitted to each State Authorized User on Contractor's letterhead within forty-eight (48) hours of the final chargeback dispute decision. The invoice shall include:
- The Subsidiary Agreement Number between the Authorized User and the Contractor.
 - Chargeback information.
 - Date
 - Transaction amount
 - Cardholder information
 - Dispute Reason
 - Authorized User Name.
 - Authorized User Merchant Number.
 - Contact information for billing comments or inquiries such as a telephone number, fax number, and address
- i. Upon receipt of invoices and subsequent approval by the Authorized User's designated representative(s), the Authorized User will pay the Contractor for any invoice or chargeback invoice.
- j. Contractor shall indicate Chargebacks and adjustments (including Credits) to Authorized Users in statements and reports as required pursuant to Exhibit A, Section 5.b.v.
- k. The State does not accept liability of Local Authorized Users (cities, counties, local governments, political subdivisions etc.).

2. BUDGET CONTINGENCY CLAUSE

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under the Authorized User's Subsidiary Agreement does not appropriate sufficient funds for the program contemplated thereunder, the Authorized User's Subsidiary Agreement shall be of no further force and effect after the Authorized User provides written notice to Contractor. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other consideration under the Subsidiary Agreement.
- b. For State Authorized Users, if funding for any fiscal year is reduced or deleted by the Budget Act for purposes of the Authorized User's programs, the Authorized Users shall have the option to either (i) cancel Authorized User's Subsidiary Agreement with no liability occurring to the State by providing Contractor immediate written notice or (ii) offer an agreement amendment to Contractor to reflect the reduced amount.
- c. In the event an Authorized User's Subsidiary Agreement is terminated pursuant to this Exhibit B, Section 2, such Authorized User shall be responsible for payment of all amounts owed to Contractor related to transactions processed up until the effective

date of termination and for all items received post-termination that relate to transactions processed prior to termination.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. CONTRACTOR OVERPAYMENTS

- a. If the Authorized User determines that an overpayment has been made to the Contractor, the Authorized User will seek recovery immediately upon discovery of the overpayment by calling the contractor service center to request a refund of the overpayment amount. The Contractor shall have up to five (5) business days to verify overpayments. The Contractor will initiate deposit of verified overpayments to the Authorized User's ZBA the next available business day.
- b. If Contractor discovers they have received an overpayment, contractor must notify the Authorized user and refund or deposit the overpayment immediately.

Exhibit C: Terms and Conditions (As Modified)

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by either party, either in whole or in part, without the consent of the other party in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees: (a) from any and all claims and losses caused by the negligence or willful misconduct in the performance of this Agreement by Contractor, its subcontractors, suppliers, laborers, and any other person, firm or corporation engaged by Contractor to furnish or supply work services, materials, or supplies in connection with the performance of this Agreement, and (b) from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor's negligence or willful misconduct in the performance of this Agreement.
6. DISPUTES: Contract and the State shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: See Exhibit A, Section 28.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they

discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. TIMELINESS: Time is of the essence in this Agreement.
13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. 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 Government Codes Sections set out below.
 - a. The Government Code Chapter on 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 subdivision (c) of Section 16750 of the Business and Professions Code.
 2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - 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 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. 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 public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - 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 (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 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 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.
17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name

and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e)).

Exhibit C.1: General Provisions – Information Technology (As Modified)

The following definitions apply to Exhibit C.1. All other capitalized terms shall have their meanings set forth in Exhibit G.

1. DEFINITIONS: **Unless** otherwise specified in the Statement of Work, the following terms shall be given the meaning shown, unless context requires otherwise.
 - a) **“Application Program”** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
 - b) **“Attachment”** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer that is not connected by the Contractor.
 - c) **“Business entity”** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - d) **“Commercial Hardware”** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - e) **“Commercial Software”** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - f) **“Contract”** means this Contract or Agreement (including any purchase order), by whatever name known or in whatever format used.
 - g) **“Contractor”** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with “supplier”, “vendor” or other similar term.
 - h) **“Data Processing System (System)”** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
 - i) **“Deliverables”** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
 - j) **“Designated CPU(s)”** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If

no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.

- k) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
- l) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or Subsystem, including its Hardware and Operating Software (if any).
- m) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).
- n) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
- o) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
- p) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
- q) **"Machine"** means an individual unit of Data Processing System or Subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
- r) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines (tape-to-disk routines, disk-to-print routines, etc.).
- s) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- t) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- u) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, any

Authorized User participating in the MSA, or other unit of the government of the State of California.

- v) **“System”** means the complete collection of Hardware, Software and services as described in this Contract, integrated and functioning together, and performing in accordance with this Contract.
 - w) **“U.S. Intellectual Property Rights”** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.
2. SEVERABILITY: See MSA Exhibit C, Section 17.
3. COMPLIANCE WITH STATUTES AND REGULATIONS:
- a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractors violation of this provision.
 - b) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys’ fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.
 - d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).
 - e) To the extent that this Contract falls within the scope of Government Code Section 11135, the Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.
4. CONTRACTOR’S POWER AND AUTHORITY: See MSA Exhibit C, Section 5.
5. WAIVER OF RIGHTS: Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.
6. DELIVERY: The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and

may return them to Contractor at the Contractor's expense or utilize any other rights available to the State at law or in equity.

7. INSPECTION, ACCEPTANCE AND REJECTION: See Exhibit F, Sections 4(e) and (f).

8. SAMPLES:

- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products bid and/or specified in the Contract.
- b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at the Contractor's expense.

9. WARRANTY:

- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
- b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.
- c) Unless otherwise specified in the Statement of Work:
 - i. The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.
 - ii. The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor in writing, (B) use of Software in combination with or on products other than as specified by the Contractor, or (C) misuse by the State.
 - iii. Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.

- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
 - e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and the Contractor's sole obligation will be limited to:
 - i. re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
 - ii. should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection (e)(ii) above will not exceed the limits on the Contractor's liability set forth in Exhibit A, Section 24.
 - f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, THE CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
10. SAFETY AND ACCIDENT PREVENTION: In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
11. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:
- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
 - b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
 - c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause set forth in Exhibit A, Section 24).
 - d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to the Contractor or to make a claim against the Contractor therefore subject to Exhibit A, Section 24.

12. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.
13. CONFIDENTIALITY OF DATA: All financial statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the state and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.
14. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:
 - a) Subject to the California Public Records Act, the State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for the State's exclusive use for the purposes of this Contract only.
 - b) The State will ensure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed.
 - c) The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations in this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.
15. RIGHT TO COPY OR MODIFY:
 - a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine- readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior written consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
 - b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only

on the designated CPUs and shall be subject to the terms and conditions of the Contract.

16. ENCRYPTION/CPU ID AUTHORIZATION CODES:

- a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.
- b) In case of inoperative CPU, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
- c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.

17. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:

- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section). The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- i. The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - ii. The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor, at its option

and expense, either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid the Contractor less any reasonable amount for use or damage.

- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - i. The operation of Equipment furnished by the Contractor under the control of any Operating Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or
 - ii. The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
 - iii. The combination or utilization of Software furnished hereunder with non-contractor supplied Software.
 - d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.
18. COVENANT AGAINST GRATUITIES: The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
19. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: See MSA Exhibit C, Section 11.
20. FOUR DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.
21. ELECTRONIC WASTE RECYCLING ACT OF 2003: The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of

2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

22. USE TAX COLLECTION: In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

Exhibit D: Insurance Requirements

1. PROOF OF INSURANCE

Contractor shall provide proof of insurance, in the form of a certificate to the Authorized User. Insurance companies must be acceptable to DGS, Office of Risk Management (ORIM). If self-insured, review of financial information may be required.

2. GENERAL PROVISIONS APPLYING TO ALL POLICIES

- a. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- b. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage rendering Contractor in breach of the contract. 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 Contract upon the occurrence of such event, subject to the provisions of this Contract.
- c. **Deductible** – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- d. **Primary Clause** – The general liability insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. **Insurance Carrier Required Rating** – All insurance companies must carry an AM Best rating of note less than A- (minus) financial category VII. If the Contractor is self-insured for a portion or all of its insurance, and public reports are not readily available, review of financial information may be required upon request.
- f. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor obligations under the contract.
- h. **Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.
- i. **Subcontractors** - In the case of Contractor utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insured's under Contractor and insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor. The State has the right to accept lower limits appropriate for the services being subcontracted.

3. COMMERCIAL GENERAL LIABILITY

Contractor shall maintain, at Contractor's expense, and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury, and property damage. This insurance shall include personal and advertising injury liability, products, completed operations, and contractual liability coverage. Coverage shall be written on an occurrence basis in an amount not be less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. **The State of California, its officers,**

agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.

4. AUTO LIABILITY

By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

5. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **Policy shall be endorsed to include waiver of subrogation in favor of State of California.**

6. PROFESSIONAL LIABILITY

Contractor shall maintain, at Contractor's expense, and keep in effect during the term of this Contract, Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts including third party losses, related to the services to be provided under this contract by the Contractor and Contractor's subcontractors, agents, officers and employees in an amount of not less than \$1,000,000 per occurrence, incident or claim. Annual aggregate limit shall not be less than \$2,000,000.

Exhibit E: Fees and Costs

1. FEES AND COSTS

The fees and costs based on pricing provided in Exhibit E.1: Service Pricing and Exhibit E.2: Equipment and Software Pricing will be invoiced in accordance with Exhibit B. The amounts deposited into Authorized User's Demand Deposit Account (DDA) will be gross receipts and net of refunds and reversals.

2. VISA AND MASTERCARD INTERCHANGE ASSESSMENT RATES

The Visa and MasterCard interchange assessment pricing specified is subject to fluctuations. These rates are outside of the control of the State of California and the Contractor. Both increases and decreases in these rates are to be passed on to the Authorized Users of this Agreement in the form of changes in the official interchange assessment rates from VISA and MasterCard by the Contractor. Contractor will send, as promptly as possible, to each Authorized User, or designee, and to the DGS Contract Administrator, notices documenting all pricing adjustments resulting from the official changes in interchange assessment rates. The following sites provide the most up-to-date interchange assessment rates as they occur.

- [MasterCard Interchange Rates:](http://www.mastercard.com/us/merchant/support/interchange_rates.html)
http://www.mastercard.com/us/merchant/support/interchange_rates.html
- [Visa Interchange Rates:](https://usa.visa.com/support/small-business/regulations-fees.html)
<https://usa.visa.com/support/small-business/regulations-fees.html>

3. EQUIPMENT PRICING

Upon request, Contractor will provide equipment and software pricing and specification sheets on an annual basis in the format and delivery method specified by DGS. Once these prices are negotiated and approved by DGS, this information will be posted along with the respective contracts on the State's Procurement Portal (Cal eProcure). Posting of price lists allows the Authorized Users access to both service and equipment/software pricing so Authorized Users can conduct a complete cost analysis based on their organization's individual requirements. Authorized Users may negotiate pricing lower than the maximum pricing listed on the Contractor's Price Sheet.

Price declines shall be effective immediately upon any public notification of the decline. All prices quoted shall be firm fixed maximum for the initial price list period. However, should a price decline be announced by the Contractor after contract award, and prior to an Authorized User utilizing the services, then the Contractor shall use the reduced pricing.

4. CONVENIENCE/SERVICE FEES

- a. Authorized Users, at their discretion, may elect to have the Contractor or Service Provider charge a convenience and/or service fee to the cardholder (paying parties) to offset the processing fees charged to the Authorized User. Assessment of the convenience and/or service fee occurs at the time of the transaction. Use of Convenience and/or service fees should be addressed by each Authorized User in their individual Subsidiary Agreement.

The convenience and/or service fee to be charged to Cardholders for transactions processed will be mutually agreed upon by Contractor or Service Provider and Authorized User. If the Authorized User is using the Contractor for convenience and/or

service fees, the amount of the convenience and/or service fee may be adjusted in the Subsidiary Agreement, at any time, upon the mutual agreement of Contractor and the Authorized User. Contractor shall not charge Authorized User a fee in consideration for processing the convenience and/or service fee. Any amendment to the convenience and/or service fee assessed by the Contractor must be agreed upon by the Authorized User and Contractor.

Convenience and/or service fees are subject to the constraints of the card associations, card companies, Merchant Category Codes (MCC), business requirements of Authorized Users and, in some instances, by State regulations and/or laws. In general, card payments, and specific card brands, may not be disadvantaged at the point-of-sale relative to other payment.

State and Local Use:

- May only be charged by Authorized Users in certain fee programs based on Association Rules, Merchant Category Code (MCC) and the business requirements of Authorized Users.
- Must be paid to and managed by the Contractor, or if requested by the Authorized User and approved by Contractor, paid to and managed by a Service Provider retained by the Authorized User (pursuant to Exhibit H, Section 14). If Authorized User chooses to use a Service Provider, Authorized User acknowledges that all fees will be settled into a DDA established by the Service Provider, and Contractor will charge the Service Provider for all fees due and owing for such Convenience/Service Fee transactions. Notwithstanding the foregoing, Authorized User shall be fully liable for any Contractor's fees provided for in this Agreement.
- Convenience and/or service fee and underlying transaction must be submitted and processed as two separate transactions.
- Authorized Users who qualify for the American Express Public Sector Program (outlined in Chapter 34 of the Operating Guide) may elect to participate in the program, provided that the Authorized Users also participate in the Government/Public Institution Service Fees (GPISF) (outlined in Chapter 14 of the Operating Guide).

Local Use Only:

- May be paid to or managed by the Authorized User, Contractor, or Service Provider (as outlined above).
 - Convenience and/or service fee and underlying transaction may be combined into a single transaction, if allowed by local user.
- b. Contractor providing convenience and/or service fee services agrees to all of the following:
- Contractor must provide option to assess or not assess a convenience fee.
 - Support convenience and/or service fee policies and variations in convenience fees at the individual Authorized User level while remaining in compliance with credit and debit card Association regulations.
 - Support convenience and/or service fee assessment with each type of payment channel provided within this contract (IVR, point of sale, internet, etc.).
 - Separate the Convenience and/or service fee from any payment that is owed by a Cardholder to Authorized User and paid through a payment transaction. Separate

Convenience and/or service fees from other fees when invoicing the Authorized User.

- Provide Authorized User access to reports detailing all processed transactions.
- Provide Cardholder the opportunity to make payments to the Authorized User by credit card through both an interactive telephone voice response system ("IVR") and Internet interface.
- On behalf of Authorized User, collect and process Authorized User Payments from Cardholders using the American Express® Card, MasterCard®, VISA®, and Discover® Card.
- Provide Authorized User payment transactions to the appropriate card organizations through Contractor and Contractor shall settle the Authorized User's payments to the Authorized User's designated bank account. Contractor shall retain all convenience and/or service fees collected by it hereunder after paying all fees owed in connection with payment transactions to the appropriate parties.
- Confirm the dollar amount of all cardholder's authorized payments and the corresponding convenience and/or service fees to be charged to Cardholder and obtain the Cardholder's approval (electronic or otherwise) of such charges prior to initiating credit authorizations.
- Provide cardholder with electronic confirmation of card transactions.
- Electronically transmit all card transactions to all parties involved, in real time as the transactions occur.
- Arrange for a unique line merchant description for the Authorized payment that references the name of Authorized User and arrange for a separate unique line merchant description for the convenience and/or service fee that references Contractor and the nature of the fee.
- Upon request by the Authorized User, assign to Authorized User one or more identification numbers or passwords for Authorized User's use in obtaining the card services. Once such identification number(s) or password(s) have been delivered to Authorized User by Contractor, the use and confidentiality of such numbers and/or passwords shall be the sole responsibility of Authorized User.

Exhibit E.1: Service Pricing

Category 1: Credit and Debit Card Service Pricing (Tier Pricing based on Transactions)

Pricing for all Authorized Users during the first year of this Agreement is **Tier 1** identified in the table below. Future MSA pricing will be determined using the methodology identified below in Pricing Disclosure.

Service Pricing:

Services	Unit	Tier 1 # of Transactions Range: 1-125,000,000	Tier 2 # of Transactions Range: 125,000,001- 150,000,000	Tier 3 # of Transactions Range: 150,000,001- 175,000,000	Tier 4 # of Transactions Range: 175,000,001- 200,000,000	Tier 5 # of Transactions Range: 200,000,001+
Authorization Fee	Per Transaction	\$0.025	\$0.024	\$0.023	\$0.022	\$0.02
AMEX Authorization Fee	(Pass Through Cost Per Transaction)	\$0.025	\$0.024	\$0.023	\$0.022	\$0.02
Chargeback Fee	Per Transaction	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00
Voice Authorization	Per Transaction	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
Cybersource Gateway & Processing (Transit Only)	Per Transaction	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Foreign Network Fee (IP SSL)	Per Transaction	\$0.03	\$0.03	\$0.03	\$0.03	\$0.03
Converge Tokenization	Per Transaction	\$0.05	\$0.04	\$0.03	\$0.02	\$0.01

Pricing Disclosure

Category 1: Credit and Debit Card Service Pricing (Tier Pricing based on Transactions)

Beginning on the Agreement Effective Date, all Authorized Users collectively under the MSA will be assigned to Tier 1, as identified on Exhibit E.1 - Service Pricing. The Transactions included in the Transaction count are the aggregate number of all Visa, MasterCard, Discover, and debit transactions processed by Contractor for all Authorized Users. Once annually, one (1) month prior to the anniversary date, Contractor will review the combined Authorized Users' Transaction count data for the prior twelve (12) months and, upon the first day of the month following the annual anniversary date, will apply the applicable pricing tier to all Authorized Users. The State will issue an amendment, reflecting the effective Tier.

American Express counts are not included in determining the tiers, however, their pricing will be adjusted and mirror that of the Visa, MasterCard, Discover and debit transactions.

Exhibit E.2: Equipment and Software Pricing

Equipment Pricing:

Equipment Type (Terminals, POS, Pin Pads, Printers, Imprinter)	Description	Elavon Product Code	MSRP	Unit Price (1-49)	Unit Price (50+)
1. Smart Terminals/POS					
Talech Moby M120	Smart terminal	MB120	\$621.00	\$589.95	\$558.90
Poynt 5 Wi-Fi	Smart terminal	PYT5	\$308.00	\$292.60	\$277.20
Newland 910	Smart terminal	N910	\$539.00	\$512.05	\$485.10
2. Pin Pads					
Ingenico Desk 1500	Pin Pad	D150	\$189.00	\$179.55	\$170.10
Ingenico Link 2500	Pin Pad	L250	\$189.00	\$179.55	\$170.10
Ingenico Lane 3000	Pin Pad	LAN300	\$259.00	\$246.05	\$233.10
Ingenico Lane 5000	Pin Pad	LAN500	\$399.00	\$369.05	\$259.10
3. Terminal (Desktop)					
Ingenico Desk 3500	Terminal	D350	\$229.99	\$218.49	\$206.99
Ingenico Desk 5000	Terminal	D500	\$431.00	\$406.45	\$387.90
4. Wireless Terminals					
Ingenico Move 5000 4G ¹	Wireless Terminal	M500U	\$499.00	\$474.05	\$449.10
SIM Card	SIM Card	250SC	\$10.00	\$10.00	\$10.00
Monthly Wireless Fee	Monthly Wireless Access Fee		\$20.00	\$20.00	\$20.00
Ingenico Move 5000 Bluetooth	Bluetooth	M500B	\$499.00	\$474.05	\$449.10
Ingenico Move 5000 with Charging Base	Bluetooth and 4G	M500BTP	\$606.00	\$575.70	\$545.40
5. Printers					
Star 300 (Bluetooth)		SM300	\$343.00	\$309.00	\$309.00
Star 230i Bluetooth		SM230	\$332.00	\$299.00	\$299.00
Star 654 (USB)		SP364	\$325.00	\$308.75	\$292.50
Star 143 (LAN)		SP143	\$325.00	\$308.75	\$292.50
Imprinters		IMPR	\$21.00	\$21.00	\$21.00

¹ Note: Wireless Terminal requires SIM Card and Monthly Wireless Fee

Software Pricing:

Software	Description	MSRP	Unit Price (1-49)	Unit Price (50+)	Monthly Fee
Gateways	Gateways Licensing	\$199.00	\$149.00	\$149.00	\$5.00

Exhibit E.3: Equipment Specifications

1. Smart Terminals/POS

Specification	Talech Moby M120	Poynt 5 Wi-Fi	Newland 910
Picture:			
Elavon Product Code:	MB120	PYT5	N910
Brand/Model Number:	Ingenico: PMT-808-08862B	P0501	N7G-G77DXE0000
Description:	Tablet POS provides enterprise-class features, including Corning® Gorilla® Glass with a capacitive touchscreen, a long battery life (7,000 mAh) and seamless high-volume payment acceptance capabilities.	Wireless, handheld smart terminal designed for a fast, easy, and delightful mobile checkout experience. Customizable and scalable, offering easy integration with many existing POS systems.	State-of-the-art smart POS. Everything you need to process payments through different methods and dramatically simplify the whole payment process.
Color:	Black	Black	Gray
Dimensions:	350 x 207 x 18.5 mm 12" (Screen size)	76.3 mm x 154.0 mm x 25.4 mm	190mm (L) x 81mm (W) x 54.9mm (H)
Weight:	1130g (tablet without POS)	201.6g	440g including battery
Connector:	WiFi Bluetooth	WiFi Bluetooth	WiFi Bluetooth
Additional Feature:			

2. Pin Pads

Specification	Ingenico Desk 1500	Ingenico Link 2500	Ingenico Lane 3000	Ingenico Lane 5000
Picture:				
Elavon Product Code:	D150	L250	LAN300	LAN500
Brand/Model Number:	Ingenico: PPD34311368C	Ingenico: PMF30910412A	Ingenico: PRD30310878B	Ingenico: PRB32611578I
Description:	The compact Desk/1500 fits easily on any counter, with options for either a mounted or unmounted terminal to suit the available desktop space.	Featuring a pocket-sized, light weight and robust design the Link/2500 is the perfect business acceptance point for mobile solutions.	Designed for retail usage, the Lane/3000 is featured with a heavy-duty magstripe and smartcard readers optimized to boost transaction speeds. Its very large dedicated contactless card reader zone speeds up checkout times for customers. With its compact and robust design, it integrates into any retail environment.	Conceived for intensive retail usage, the Lane/5000 features a durable signature - capacitive screen, heavy-duty magstripe and smartcard readers optimized for transaction speed.
Color:	Black	Black	Black	Black
Dimensions:	7.08x3.26x1.69"	5.07 x 2.75 x 0.67"	3.26" x 7.08" x 1.69	7.4" x 4.3" x 1.9"
Weight:	8.95 oz	5.46 oz	8.89 oz	12.3 oz
Connector:	• USB	• USB Type C	• USB • Serial	• USB • Serial
Additional Feature:				

3. Terminals (Desktop)

Specification	Ingenico Desk 3500	Ingenico Desk 5000
Picture:		
Elavon Product Code:	D350	D500
Brand/Model Number:	Ingenico: PCD30010305R	Ingenico: DES500- USELA04A
Description:	Featuring intuitive card readers and applications menu, it provides a seamless payment experience.	The responsive keypad improves PIN entry combined with the advanced outer casing make the Desk/5000 very robust, to suit with the most demanding situations.
Color:	Black	Black
Dimensions:	7.3x2.6x3.2x2.6"	7.3x2.6x3.2x2.6"
Weight:	12 oz	12 oz
Connector:	• USB • Serial	• USB • Power Supply
Additional Feature:		

4. Wireless Terminals

Specification	Ingenico Move 5000 4G	Ingenico Move 5000 Bluetooth	Ingenico Move 4G & Bluetooth with Charging Base
Picture:			
Elavon Product Code:	M500U	M500B	M500BTP
Brand/Model Number:	Ingenico: PWB32011420R	Ingenico PWB32011466R	Ingenico
Description:	Designed for both indoor and outdoor use, the Move/5000 4G is the perfect business companion for hospitality, retail and small merchants, creating a seamless mobile shopping experience.	Designed for both indoor and outdoor use, the Move/5000 Bluetooth is the perfect business companion for hospitality, retail and small merchants, creating a seamless mobile shopping experience.	Ingenico Move 5000 with Charging Base. Power supply and Terminal. Connectivity to Bluetooth, Ethernet, phone, and 4G. Great for an additional charging area where social distancing is in place.
Color:	Black	Black	Black
Dimensions:	6.6x3.1x2.2"	6.6x3.1x2.2"	6.7x3.2 1 x 2.3"
Weight:	11 oz	11 oz	13oz
Connector:	• USB • Power Supply	• USB • Power Supply	8. USB, IP, Bluetooth, & 4G 9. Power Supply
Additional Feature:			

5. Printers

Specification	Star 300 Bluetooth	Star 230i Bluetooth	Star 654 (USB)	Star 143 (LAN)
Picture:				
Elavon Product Code:	SM300	SM230	SP364	SP143
Brand/Model Number:	Star: 39634010-SMT300I-DB50	Star: 39632110-SMS230I-UB40	Star: 39449670-TSP654IIU-24	Star: 39464910-TSP143IIILAN
Description:	Bluetooth Receipt and Label printer with Auto-Reconnect	A compact, lightweight, high-speed two inch Bluetooth and USB portable printer.	Direct Thermal Kiosk, Tablet POS and Traditional POS Receipt Printers.	Software-driven thermal POS receipt printer to provide an immediate plug & play application.
Color:	Gray / Black		Dark Gray	Dark Gray or Ultra White
Dimensions:	120 x 130.5 x 58.3 120 x 132.2 x 58.3	1.7 x 3.1 x 4.5"	142 x 203.5 x 132	142 x 204 x 132mm
Weight:	442g	7.65oz	1.60kg	1.68kg
Connector:				
Additional Feature:				

Exhibit F: Equipment and Software

1. EQUIPMENT & SOFTWARE

Each Authorized User is responsible for defining its equipment and software needs, desired operating objectives, and desired operating environment under this MSA. Authorized Users will work with their designated Contractor to determine the appropriate equipment and software needs to meet their specific business and system requirements.

When purchasing or disposing of equipment, State Authorized Users must adhere to all applicable state laws, regulations, policies, best practices, and purchasing authority requirements, California Codes, Code of Regulations, State Administrative Manual, Management Memos, State Contracting Manual and Purchasing Authority Manual.

2. GENERAL STATEMENT OF WORK

Contractor shall provide all Point of Sale (POS) equipment and software as needed to implement new or upgrade current system in terms of functionality and technical architecture at the rates provided in Exhibit E.2: Equipment and Software Pricing. All references to software herein are to software provided by Contractor hereunder, and not to third party software acquired or used by an Authorized User.

a. Newly Manufactured Goods

All purchased equipment, including components and accessories, under this MSA shall be newly manufactured equipment. Used or reconditioned equipment is prohibited except as a replacement provided at no cost and only after the one-year warranty period has expired.

b. POS Equipment Implementation Plans

Contractor staff will map, migrate, test and clean-up the essential data required for the POS System to function; complete training of Authorized User's staff; and other tasks necessary for use of the POS System by the Authorized User. The Implementation Plan for the POS equipment will address discovery¹, installation instructions, training, testing and certification.

Contractor shall coordinate with Authorized Users to develop an implementation schedule to determine that Authorized Users have all the appropriate supplies, space, and time required for the discovery, installation, training, and testing.

c. Service Provider Back-end System Software

Contractor must successfully integrate the POS equipment between Authorized User's internal system and their affected locations.

d. POS System Architecture Software Requirements

At no additional cost to the Authorized User, Contractor shall:

- Provide new versions, upgrades, modifications and enhancements of Software.
- Make necessary modifications, adjustments, and repairs to keep the software operating without interruptions, to correct latent deficiencies with respect to the

¹ Method used to clearly understand and document the technology, business issues, and resources required to successfully implement all or part of an electronic payment acceptance system.

software specifications, and to comply with applicable federal laws and regulations. Contractor must provide advanced written notice of scheduled interruptions or maintenance to Authorized Users and maintenance should occur during Authorized User's non-business hours. The software must be available at a minimum of 99.9% of the time (excluding maintenance downtime).

- Provide software modifications for operation with the infrastructure for the term of the contract.
- Provide new versions of the software to keep the Authorized User abreast of the Contractor's current software product. Notification of major software releases and a summary of system enhancements or revisions will be provided with new software releases. Documentation must describe, in a user-friendly manner, what the Authorized User needs to know to understand each level on which the software operates.
- Provide modifications and enhancements that (1) will be delivered installed or installable, on the Authorized User's system, (2) must operate without program interruptions and (3) must provide the functions as required by the specifications and as described by documentation supplied by the Contractor.

e. POS Equipment Authentication Software

The Contractor shall provide the software necessary for authentication and initialization so that the device is recognized by the Authorized User's system. The software must be pre-loaded to the device, allowing the device to initialize to the back end.

f. Integrated Front-end POS System Work Stations

- The Contractor shall develop an Integrated Front-end POS System Work Stations and Peripherals plan that documents interchangeability, re-configuration of latest revisions or versions, and delivery requirements for spares.
- All equipment and software shall be configured to the latest revision or version.
- All equipment and software shall be interchangeable with their corresponding device.

g. POS Replacement Plan

The Contractor shall work with Authorized Users to develop a Scheduled Replacement Plan that documents what equipment gets replaced, when it gets replaced, the logistics of removal and installation, and the required testing. After initial warranty period, under the scheduled replacement plan, Authorized Users shall have the option of replacing equipment with an identical unit at the lower of the market price at time of replacement or with a compatible yet more capable unit at the current market price, if such a unit exists. The cost of replacement after initial warranty period and after the equipment meets the minimum service life, shall be borne by the Authorized User under a scheduled replacement plan.

h. Maintenance and Repair Support

The Contractor must provide maintenance and repair support twenty-four (24) hours per day, 365 days per year to assist the Authorized User in optimizing its POS equipment. The Contractor shall provide a wide range of services from telephone to on-site support, equipment exchange according to the Authorized User's equipment type, and enable efficient problem resolution with experienced on-site and remote technical support. On-site technical support is dependent upon the Authorized User's

Subsidiary Agreement and upon mutual agreement between the Authorized User and Contractor.

The Contractor shall have repair policies and procedures in place to prevent illegal activity during the repair process. All parts, equipment, and firmware must be up-to-date and readily available. In addition, only authorized components may be used.

i. Warranty

The Contractor (not the manufacturer) shall provide a one-year warranty for all equipment/software newly purchased from the Contractor. The Contractor's obligation shall be to repair or replace the defective product during the warranty period at no charge to the Authorized User. The cost of replaced devices during the one-year warranty period shall be borne by the Contractor. Such repair or replacement will be rendered by the Contractor or by one of its authorized repair depots. Cost for shipment of said products to the Contractor shall be paid by the Contractor. The Contractor will then ship the repaired/replaced product to the Authorized User, at no cost to the Authorized User. Repaired products will be warranted for the remainder of the original one-year warranty period from the date of original retail purchase. Equipment replaced with new equipment will start a new one-year warranty period at the time of installation.

The Contractor may replace the defective product (or any part thereof) with any product that is substantially equivalent (or superior) in all material respects to the defective product.

j. Exchange Services

The Contractor will provide exchange support Monday through Friday from 8:00 a.m. through 5:00 p.m. PST. Contractor will ship replacement the same day support call is received and schedule next day delivery to the Authorized User. If call is received after 3:00 p.m. PST, replacement is shipped the following business day. Shipping and return of equipment shall be provided at no additional cost to the Authorized User.

k. Delivery

All prices offered shall be F.O.B. destination, freight prepaid by the Contractor, to the ordering agency's final receiving point. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

Deliveries are to be made to the location specified on the individual order, which may include but is not limited to, inside buildings, high-rise office buildings, and receiving docks.

Delivery of ordered product shall be completed within thirty (30) calendar days (or sooner) after receipt of an order, unless otherwise agreed to by the ordering agency. Since receiving hours for each ordering agency will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific delivery hours before delivery occurs.

The Contractor must notify the ordering agency within forty-eight (48) hours of scheduled delivery time if delivery cannot be made within the time frame specified on the order.

3. SECURITY STANDARDS

All equipment and software must meet the following security standards as applicable: PCI Compliance, POS Compliance Security, P2PE certified, POS Physical Security, POS Decommissioning Security, and POS Deployment, Repair and Tracking Security.

a. POS Compliance Security

- The Contractor shall adhere to applicable PCI standards and procedures to ensure the following:
- The POS device has been tested and it is an approved Tamper-Resistant Security Module (TRSM) (approved as a TRSM by the network or PCI standards company).
- The device has been inspected for tampering before the encryption keys are injected.
- At a minimum a DUKPT or Triple DES key that was created under the principles of dual control and split knowledge has been injected into the device before Personal Identification Numbers (PINs) are entered. (Dual Control means that at least two authorized individuals are required to work in partnership to carry out an activity, such as generating, storing, or loading the clear text components of a key. Split Knowledge means that no single individual knows, or has access to, a whole entity, be it all the clear-text components of a key, or the combination of a safe where key components are stored.) Asymmetric cryptography is recommended.
- Each device will have unique keys.

b. POS Physical Security

Contractors shall adhere to security measures during storage, servicing and shipping to ensure that the POS machine is properly managed and protected in a way that addresses and manages risks of attacks against it. These security measures manage and protect against theft and illegal modification. These measures shall also protect the cardholder's PIN entry privacy. POS devices should be inventoried and placed in secured, locked and monitored areas.

c. POS Deployment, Repair and Tracking Security

The Contractor shall ensure that applicable PCI standards and procedures will cover terminal inventory and tracking controls during all phases of its lifecycle:

- the manufacturing phase; while in transit and testing; the key injection process and the installation commissioning process; operation (Authorized User phase); and
- when offline - storage, repair or inactivity periods.

d. POS Decommissioning Security

Contractor shall provide training and technical support to enable Authorized Users to "Zero" POS devices due for decommissioning, if such decommissioning is possible with the equipment chosen. Decommissioned POS devices have their cryptographic keys safely removed when the terminal is de-installed and the device is then "zeroized" with no remaining encryption keys or data contained within them. Certain equipment may need to be returned to Contractor for decommissioning at the Authorized User's cost.

4. OTHER PROVISIONS

a. Buy Back Program

The Contractor shall offer Authorized Users a large-scale buyback and upgrade program, providing for the return marketable equipment towards purchase discounts or upgrade to newer technology, on a case-by-case basis.

b. Recycling

Contractor will issue call tags for returned and/or swapped equipment for the State. Equipment will be returned to Contractor's designated facility at the cost of the contractor and will be processed pursuant to the recycle/disposal laws applicable to the location of the Contractor's facility.

c. Equipment Recall

Contractor will notify Authorized Users if a purchased item is affected by a product recall. Contractor will provide instructions on how to return or replace the equipment at no additional cost to the Authorized User.

d. Substitutions

Substitution of contracted deliverables require advanced written consent of the Authorized User.

e. Inspection

All deliverables may be subject to final inspection, test and acceptance by the Authorized User at destination, notwithstanding any payment or inspection at source.

f. Damaged and Defective Items

Contractor will provide credit and/or replacement for freight-damaged or defective items at no charge within forty-eight (48) business hours, or as agreed upon by Authorized User, after the Authorized User provides notification. This also includes incorrect products shipped or an order entry error by the Contractor's customer service representative. The Contractor cannot require the Authorized User to deal directly with the manufacturer. Additionally, the Contractor shall provide the Authorized User with a prepaid and self-addressed label for the return of the item.

Exhibit G: Definitions

Term	Definition
1. Adjustments	A debit or credit to a Cardholder or Authorized User account to correct a transaction error.
2. Affiliate	Any entity that controls, is controlled by, or is under common control of a party, including its subsidiaries.
3. Agreement	The Master Service Agreement ("MSA") which includes the Std. 213 form, all Exhibits and all mutually agreed upon amendments thereto.
4. Associations or Payment Networks	Any: (a) Credit Card Association (defined as (i) Visa.; (ii) MasterCard; (iii) American Express; (iv) Discover Network; and any successor organization or association to any of the foregoing); (b) E F T Network (defined as (i) Interlink Network Inc., Maestro U.S.A., Inc., STAR Networks, Inc., NYCE Payments Network, LLC, PULSE Network LLC, ACCEL/Exchange Network, Alaska Option Services Corporation, Armed Forces Financial Network, Credit Union 24, Inc., NETS, Inc., and SHAZAM, Inc.; and any successor organization or association to any of the foregoing); (c) ECS Association (defined as Visa (in its operation of the Visa POS Check Service), N A C H A and any regional ACH association or network, the Federal Reserve (in its processing of ACH entries or Demand Drafts or other legal replacements or substitutes for a Paper Check, including under the Check Clearing for the 21st Century Act or under applicable provisions of the Uniform Commercial Code; and any successor organization or association to any of the foregoing)
5. Association Rules or Payment Networks Rules (or Payment Network Regulations)	The rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by Associations designated in this Agreement.
6. Authorization	The process by which the Authorized User requests approval of a transaction from the issuer by electronically accessing Contractor's computerized system, unless such system is inoperable or otherwise not accessible, in which case the Authorized User shall utilize the designated toll-free telephone number, to obtain credit approval from the Card issuing bank before completion of the Card transaction.
7. Authorized User	(i) State of California government agencies that participate in this MSA ("State Authorized Users"), and (ii) Local government agencies that participate in this MSA ("Local Authorized

Term	Definition
	Users”), as further defined in Exhibit A, Section 1 or 12 of the MSA.
8. Authorized User Resources	All equipment, communications devices, databases, services, systems and other resources that Authorized User maintains or operates in Authorized User’s or its third party hosting provider’s locations and which enable Authorized User to access and use the Services.
9. Automated Clearing House (ACH)	The funds transfer system governed by the rules of NACHA. ACH allows financial institutions to clear interbank entries electronically.
10. Bank	An institution offering financial services, such as the safekeeping of money, conversion of domestic into and from foreign currencies, lending of money at interest, and acceptance of bills of exchange.
11. Bankruptcy Proceeding	With respect to an entity, (i) that the entity or any subsidiary of such entity will: (a) commence a voluntary case under the Bankruptcy Code of 1978, as amended, or other federal bankruptcy laws (as now or hereafter in effect); (b) file or be subject to a petition seeking to take advantage of any other applicable state or federal laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts or any other similar conservatorship or receivership proceeding instituted or administered by any regulatory agency or body; (c) consent to or fail to contest, in a timely and appropriate manner, any petition filed against it in an involuntary case under such bankruptcy laws or other applicable laws; (d) apply for or consent to, or fail to contest in a timely and appropriate manner, the appointment of, or the taking of possession by, a trustee, receiver, custodian, liquidator, or similar entity of such entity or of all or any substantial part of its assets, domestic or foreign; (e) admit in writing its inability to pay its debts as they become due; (f) make a general assignment for the benefit of creditors; (g) make a conveyance fraudulent as to creditors under any applicable state or federal laws; or (h) take any action for the purpose of effecting any of the foregoing; or (ii) that a case or other proceeding will be commenced against the entity or any subsidiary of such entity in any court of competent jurisdiction, or through any regulatory agency or body, seeking: (x) relief under the Bankruptcy Code of 1978, as amended, or other federal bankruptcy laws (as now or hereafter in effect) or under any other applicable laws, domestic or foreign, relating to bankruptcy, insolvency, reorganization, winding up or composition, or adjustment of debts; or (y) the appointment of a trustee, receiver, custodian, liquidator or the like of such entity or of all or any substantial part of the assets, domestic or foreign, of such entity or any other similar conservatorship or

Term	Definition
	receivership proceeding instituted or administered by any regulatory agency or body.
12. Batch	A grouping of transactions captured by the Authorized User and submitted to their Acquirer for settlement and funding. A batch is usually an entire day's activity.
13. Business Day	A day (other than Saturday or Sunday) on which Banks are generally open for business.
14. Cancels	When an Authorized User stops a transaction before the transaction has been sent to the processor through a settlement.
15. Card Brands	(i) Visa; (ii) Mastercard; (iii) American Express Travel Related Services Company, Inc.; (iv) Discover Network; (v) Diners Club International Ltd.; (vi) JCB International Co., Ltd.; (vii) China UnionPay Co., Ltd; and (viii) any other organization or association that hereafter contracts with Contractor to authorize, capture, and settle Transactions effected with Credit Cards issued or sponsored by such organization or association, and any successor organization or association to any of the foregoing.
16. Card Not Present	The processing environment where the Payment Device is not physically presented to Authorized User by the Cardholder as the form of payment at the time of the Transaction.
17. Card or Payment Device	As any device or method used for the purpose of obtaining credit or debiting a designated account including a credit card (associated with a revolving line of credit), debit card (associated with an electronic debit to the Cardholder's account), and any other financial transaction device or method, including an Electronic Gift Card (special stored value card), check (whether converted into electronic form or used as a source document for an electronic fund transfer), electronic benefits transfer card, stored value card, "smart" card, or other device created to be used for the purpose of obtaining credit or debiting a designated account, that is now or hereafter effected through Charges with Authorized Users.
18. Cardholder	The individual whose name appears on the Card or in whose name a Card has been issued, and any person who purports to be an authorized user of such Card.
19. Cardholder Data	The meaning is stated in the Payment Card Industry (PCI) Data Security Standard (DSS) and Payment Application Data Security Standard (PA-DSS) Glossary of Terms, Abbreviations, and Acronyms.
20. Charge	See Transaction definition.
21. Chargeback	The procedure by which the funds from a Sales Draft or other indicia of a Card transaction (or disputed portion thereof) are returned to the cardholder by the issuing bank. The Payment Network will debit the Servicers the chargeback amount to

Term	Definition
	make the issuer whole. The Servicers in turn will recoup the chargeback amount from the Authorized User.
22. Contractor	Elavon, or its affiliates providing services hereunder.
23. Convenience Fee	A fee assessed to the Cardholder for an added convenience of the use of a payment card in a transaction in accordance with the Payment Networks Rules.
24. Credit Card	A card or device bearing the symbol of any Card Brand and associated with a revolving line of credit that can be used to purchase goods and services from Authorized User or to pay an amount due to Authorized User.
25. Credit Voucher	The evidence of a refund or price adjustment by the State or Authorized User to a Cardholder's Card account in connection with a prior purchase by such Cardholder using a Card, regardless of whether the form of such evidence is in paper, electronic, or otherwise.
26. Customer	A client of Authorized User who elects to conduct a payment Transaction with Authorized User through presentation of a Payment Device (including a Cardholder).
27. Data Breach	Unauthorized access to, use, disclosure or exfiltration of any Cardholder Data or Transaction Information provided by Authorized User and received by Contractor in connection with Authorized User's use of the Services under the Agreement.
28. Debit Card	A card or device bearing the symbols of one or more EFT Networks or Card Brands, which may be used to purchase goods and services from Authorized User or to pay an amount due to Authorized User by an electronic debit to the Cardholder's designated deposit account. A "Debit Card" includes (i) a card or device that bears the symbol of a Card Brand and may be used to conduct signature-based, offline debit Transactions; and (ii) a card or device that bears the symbol of an EFT Network and can be used to conduct PIN-based, online debit Transactions.
29. Demand Deposit Account (DDA)	The commercial checking account at an ACH participating financial institution designated by Authorized User to facilitate payment for Transactions, Chargebacks, returns, adjustments, fees, fines, penalties, assessments and charges from the Payment Networks, and other payments due under the Agreement.
30. Discover	DFS Services LLC
31. Discover Network	The payment network operated and maintained by Discover.
32. EFT Networks	(i) Interlink Network Inc., Maestro U.S.A., Inc., STAR Networks, Inc., NYCE Payments Network, LLC, PULSE Network LLC, ACCEL/Exchange Network, Alaska Option Services Corporation, Armed Forces Financial Network, Credit Union 24, Inc., NETS, Inc., and SHAZAM, Inc.; and (ii) any other organization or association that hereafter authorizes Contractor

Term	Definition
	or a third party designated by Authorized User to authorize, capture, and settle Transactions effected with Debit Cards, and any successor organization or association to any of the foregoing.
33. Elavon Data Breach	A Data Breach that (i) originated within data operating systems controlled by Elavon, (ii) occurred due to a breach of the Agreement by Elavon, (iii) was not attributable to any act or omission of Authorized User or its Service Providers, and (iv) does not relate to any Authorized User provided data in user defined fields not required by Elavon or used to perform the Services.
34. Elavon Materials	The specifications, documentation, application programming interfaces (APIs) and other interfaces, nonpublic or proprietary data import routines, sample code and materials provided to Authorized User to enable Authorized User to perform its obligations or exercise its rights under the Agreement, including integration to the Services.
35. Electronic Gift Card (EGC)	A special stored value card provided by or on behalf of Authorized User that is redeemable for merchandise, services or other Transactions.
36. Equipment	Purchased Equipment and other devices, equipment and hardware provided to Authorized User under the Agreement.
37. Excessive Activity	The occurrence, during any monthly period, of Chargebacks or Retrieval Requests in excess of 1% of the gross dollar amount of Authorized User's Transactions or returns in excess of 2.5% of the gross dollar amount of Authorized User's Transactions.
38. Gateway	The transfer of information between a payment portal (such as a website, mobile phone or interactive voice response service) and the Front-End Processor or acquiring bank.
39. Gateway Services	The hosted gateway services provided by Contractor, as further described in the Operating Guide.
40. Government/Public Institution Service Fees (GPISF)	The fee charged by Elavon or Authorized User, at Authorized User's election, to Customers conducting Eligible Transactions (as defined in the Operating Guide) where Authorized User is operating in an eligible MCC. GPISF include fees referred to as a "service fee", where the fee is processed as a separate Transaction from the underlying purchase or payment Transaction.
41. Intellectual Property Rights	Worldwide patents, trade secrets, copyrights, trademarks, service marks, trade names, and all other intellectual property rights and proprietary rights, including all rights or causes of action for infringement or misappropriation of any of the foregoing.
42. Issuer	The financial institution or other entity that issued the Credit Card or Debit Card to the Cardholder.

Term	Definition
43. Laws	All applicable local, state, and federal statutes, regulations, ordinances, rules, and other binding law in effect from time to time.
44. Local Governmental Agency	Any city and/or county, district, or other local governmental body or corporation, including the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges empowered to expend public funds).
45. Marks	Names, logos, service marks, trademarks, trade names, taglines, or other proprietary designations belonging to the Associations.
46. Mastercard	MasterCard International Incorporated
47. Operating Guide	Contractor's Operating Guide (formerly the "Merchant Operating Guide" or "MOG"), located at www.mypaymentsinsider.com and https://www.merchantconnect.com/CWRWeb/pdf/MOG_Eng.pdf (or such other website that Contractor may specify), that prescribes rules and procedures governing Transactions and Authorized User's use of the Services.
48. Payment Device	Any device or method used for the purpose of obtaining credit or debiting a designated account including a Credit Card, Debit Card, and any other financial transaction device or method to be used for the purpose of obtaining credit or debiting a designated account.
49. Payment Gateway	See Gateway definition.
50. Payment Network	Any Card Brand, EFT Network, ECS Association or automated clearing house association, governmental agency or authority, and any other entity or association that issues or sponsors a Payment Device or PayPal Payment Device (as defined in the Operating Guide) or operates a network on which a Payment Device is processed.
51. Payment Network Regulations	See Association Rules or Payment Networks Rules (or Payment Network Regulations) definition.
52. PCI-DSS	The Payment Card Industry Data Security Standards.
53. Point to point encryption (P2PE)	A solution that allows enterprises to create secure communication links between devices or components within those devices that prevent intermediate devices from having exposure to sensitive information that is transiting the network.
54. POS Device	A terminal, software or other point-of-sale device at an Authorized User location that conforms to the requirements established from time to time by Contractor and the applicable Payment Network.
55. Processing Services	Services other than Gateway Services.
56. Purchased Equipment	The devices, equipment and hardware purchased by Authorized User from Contractor under the terms of the Agreement.

Term	Definition
57. Retrieval	A request that occurs when a Cardholder requests more information about a transaction or a legible copy of the signed Sales Draft or Transaction Receipt.
58. Return or Reversal	A financial transaction used to negate or cancel a transaction.
59. Sales Draft or Transaction Receipt	Evidence of a purchase of goods or services by a Cardholder from the Authorized User using a Card, regardless of whether the form of such evidence is in paper, electronic or otherwise, all of which must conform to Association Rules.
60. Security Programs	The PCI-DSS, including the Cardholder Information Security Program (CISP) of Visa, the Site Data Protection Program (SDP) of Mastercard, the Data Security DISC Program and the PCI-DSS regulations of Discover Network, and the security programs of any other Payment Network, and any modifications to, or replacements of, such programs that may occur from time to time.
61. Service Provider	Any entity that stores, processes, transmits or accesses Cardholder Data or Transaction Information on behalf of Authorized User or that provides software to Authorized User for transaction processing, storage, or transmission, except to the extent such services are performed by the entity in its capacity as a third-party contractor of Contractor performing Contractor's obligations under the Agreement. Contractor third-party contractors are not Service Providers.
62. Services	The services Contractor provides to Authorized User pursuant to the Agreement.
63. Settlement	The process of submitting transactions to a Contractor for processing, and the subsequent transferring funds for sales and credits between Contractors and Issuers, including the final debiting of a Cardholder's account and crediting an Authorized User's account.
64. Settlement Account or ZBA or DDA	An account at a financial institution designated by the Authorized User as the account to be credited by Servicers for Card transactions, and other amounts due hereunder.
65. Servicers	Collectively Contractor and Bank.
66. State Governmental Agency	Any State of California governmental agency, department, bureau, board or commission within the Executive and Non-Executive Branches of California State Government. • State Judicial Branch: Justices, officers, and employees of the Supreme Court of California, the Courts of Appeal, the Judicial Council of California and the State BAR of California. • State Legislative Branch: Members of the State Senate, Members of the State Assembly, and Legislative staff members.
67. Subsidiary Agreement	The Authorized User's duly executed Std. 213, or appropriate equivalent contract form for Local Authorized Users, and any

Term	Definition
	attachments or amendments thereto, describing the selected MSA services and any particular requirements of the Authorized User.
68. Substitutions	The action of replacing something with another thing.
69. Transaction	Any action between Authorized User and a Cardholder or Payment Network that results in transmission of Cardholder Data or Transaction Information (e.g. payment, purchase, refund, return, chargeback, authorization request, settlement submission, transaction inquiry, decryption, conversion to and from tokens).
70. Transaction Information	Any data or information resulting from a Transaction. Transaction Information includes payment processing-related transactional information that may be collected or stored by Contractor, including the price paid for products or services, date, time, approval, unique transaction number, store identifier, and Customer bank information relating to a Transaction.
71. United States	The United States of America.
72. Updates	All updates, revisions, patches, fixes, new releases, and other improvements or changes to any Services provided to Authorized User under the Agreement.
73. Users	Authorized User's employees or contractors designated by Authorized User to access and use the Services.
74. Visa	Visa U.S.A., Inc.
75. Voids	A transaction that is canceled after it has been authorized but before it has been settled.

Exhibit H: Special Terms and Conditions

1. SERVICES AGREEMENT

The Agreement governs Authorized User's receipt and use of the Services selected by Authorized Users in the Subsidiary Agreement or Set Up Form.

2. OPERATING GUIDE

In addition to the terms of the Agreement, Authorized User will comply with the Operating Guide (https://www.merchantconnect.com/CWRWeb/pdf/MOG_Eng.pdf) applicable to each selected Service. Contractor may change the Operating Guide by providing the State's Contract Administrator with at least thirty (30) days prior written notice of the change. However, in the event of changes in the Association Rules or due to security reasons, certain changes in Card procedures may become effective on shorter notice. If Contractor changes their Operating Guide during the term of the Agreement, and such changes are not mandated by an Association or governing body of rules or guidelines, the change will be subject to review and approval by the State and Authorized User within sixty (60) days of receipt of change notice. Failure of the State or Authorized Users to object, and continuation of Card acceptance hereunder, will constitute the State's and Authorized Users' acceptance of the new Operating Guide. The State and/or any Authorized User may provide notice to terminate for convenience as provided in Exhibit A, Section 28, if any changes to Operating Guide and/or Association Rules are unacceptable. While it is intended that the Operating Guide will supplement this Exhibit H, if there is any conflict between the terms of this Agreement and the Operating Guide, the terms of this Agreement will govern.

Terms in the Operating Guide which conflict with this Agreement, California laws, and regulations will not apply. Furthermore, the State and Authorized Users shall not be bound by any terms and conditions in the Operating Guide or "click-through" terms and conditions that provide for (i) arbitration, (ii) the indemnification of any party, (iii) the governing law or venue requirements, (iv) the waiver of any applicable statute of limitations period, (v) that incorporate any terms or conditions by reference, or (vi) any term or condition that conflicts with the terms and conditions of this Agreement.

3. AUTHORIZED USER AFFILIATES

Authorized User Affiliates may use the Services so long as they comply with all restrictions, obligations, and requirements imposed on Authorized Users.

4. TERMINATION

a. Right to Terminate:

Contractor has the right to send the Authorized User a notice specifying the default in the following sections (i) - (iv) and providing the Authorized User an opportunity to cure the breach within a period of time no less than thirty (30) days (Cure Period). If the breach is not cured within the Cure Period, then Contractor has the right to terminate the Subsidiary Agreement by notice to the Authorized User, with termination to be effective no less than thirty (30) days following the end of the Cure Period.

- i. Excessive Activity;
 - ii. The acceptance of Card Not Present or Convenience Fee Transactions without inclusion in the Subsidiary Agreement or an amendment to the Subsidiary Agreement;
 - iii. Authorized User has failed to pay Contractor an undisputed amount owed to Contractor under the Subsidiary Agreement (in which case, the Cure Period shall be extended to sixty (60) days);
 - iv. Authorized User failed to perform a material obligation under the Agreement.
- b. Contractor may terminate the Subsidiary Agreement immediately in writing if any of the following occur:
- i. The levy, garnishment or attachment of the DDA, or any of Local Authorized User's property in Contractor's possession;
 - ii. Any change, not approved by Contractor, that constitutes a material change in the types of goods or services Contractor sells or in the methods by which Contractor sells them, or any change that results in Authorized User's violation of Contractor's underwriting policy;
 - iii. Any Payment Network or application of Payment Network Regulations requires Contractor to terminate the Agreement or cease processing Transactions for an Authorized User;
 - iv. Assignment of the Subsidiary Agreement without Contractor's written consent;
 - v. The commencement of a Bankruptcy Proceeding by or against the Authorized User;
 - vi. Any representation by the Authorized User in Exhibit H, Section 12 is false or misleading in any material respect as of the date made or becomes false or misleading in any material respect at any time during the Term of the Subsidiary Agreement.
 - vii. The occurrence of a Data Incident as described in Exhibit H, Section 16(e).

5. ACCOUNT CLOSING

- a. Authorized User acknowledges that closing Authorized User's account with Contractor may take up to thirty (30) calendar days following Contractor's receipt of written notice of account closing.
- b. All obligations of a party regarding Transactions serviced prior to termination will survive termination.

6. USERS; ACCESS; SECURITY OF PASSWORDS AND USER IDs

- a. Authorized User will be responsible for the distribution of all passwords and user IDs issued to any User and for maintaining the confidentiality and security of User's passwords and user IDs. Authorized User will ensure that the access granted to each User to the Services is limited to only the access and information necessary for the User to perform his or her job functions on behalf of Authorized User. Authorized User will ensure that all Users will be trained and qualified to access and use the Services in accordance with the terms of the Agreement and the Operating Guide.

Authorized User is responsible for its Users' compliance with the terms of the Agreement, the Operating Guide, and for all use of any user ID and password other than by Contractor or Contractor's third-party contractors or use by third-parties of user IDs and passwords obtained by such third parties from Contractor or Contractor's third-party contractors.

- b. Authorized User will not, and will ensure that its Users do not:
 - i. Access or use the Services for any purposes other than for its own internal business purposes (except as authorized by Contractor) as disclosed to Contractor in writing;
 - ii. modify, reverse engineer, disassemble or decompile any part of the Services or Elavon Materials;
 - iii. knowingly transmit any data that contains software viruses, time bombs, worms, Trojan horses, spyware, disabling devices, malicious code, or other harmful or deleterious computer code, files or programs to or through the Services; provided, that Authorized User will use commercially reasonable measures (at least industry standard) to screen for the foregoing;
 - iv. interfere with or disrupt the servers or networks connected to or providing the Services;
 - v. remove, change or obliterate the copyright, trademark or other proprietary protection legends or notices that appear in connection with access to and use of the Services or any Elavon Materials; or
 - vi. re-sell, republish, download, frame or transmit the Services or Elavon Materials, including in order to act as a consultant for any third party or, unless otherwise permitted under the Agreement, as a service bureau, outsourcing or application service provider for any third parties, or otherwise allow any third party to use or access the Services.
- c. Authorized User is responsible for changing the user IDs and passwords of its Users if it believes that any of those user IDs or passwords have been stolen or might otherwise be misused and for disabling any User's IDs and passwords promptly upon the termination of employment of such User or the cessation of such User's need to access the Services. Authorized User will promptly notify Contractor if Authorized User believes the Services or Contractor's databases have been compromised by use of a user ID or password associated with the Services.

7. FEES

- a. **Compensation:** Authorized User will compensate Contractor for all fees and other amounts due for the Services and Equipment in accordance with the Contract Exhibits B and E.
- b. **Other Amount Owed:** To the extent not prohibited by law, Authorized User will be responsible for any fines, penalties, assessments, or charges by the Payment Networks (including all fines, penalties, assessments, or charges by the Payment Networks as a result of an Authorized User's violation of Payment Network Regulations), attributable to the Agreement (other than those directly attributable to Contractor's acts or omissions).

- c. **Taxes:** If a Local Authorized User is a tax-exempt entity, Local Authorized User will provide Contractor with an appropriate certificate of tax exemption. If no certificate is provided, the Local Authorized User will pay all taxes and other charges imposed by any governmental authority on the Services and Equipment provided under the Agreement.
- d. **Demand Deposit Account:** Authorized User will establish and maintain one (1) or more DDAs to facilitate payment to Contractor in accordance with Exhibit B, Section 1. Contractor has the right to rely on written instructions submitted by Authorized User requesting changes to the DDA. If Authorized User changes the DDA, the ACH authorizations established under this Subsidiary Agreement will apply to the new account, and Authorized User will provide Contractor such information regarding the new DDA as Contractor deems necessary to effect debits from or credits to the DDA as provided under the Subsidiary Agreement. It may take Contractor up to ten (10) business days after Contractor's receipt of a written notice from Authorized User to reflect in Contractor's system any change to Authorized User's DDA.

8. MODIFICATIONS AND DISCONTINUANCE OF SERVICES

Contractor may modify the Services or particular components of the Services from time to time and will use commercially reasonable efforts to notify Authorized User of any material modifications. If Contractor ceases to make a Service selected by Authorized User generally available to its merchant customers (a "**Discontinued Service**"), Contractor may cease providing such Discontinued Service to Authorized User upon one hundred eighty (180) days' advance written notice. Contractor will negotiate an amendment to the MSA to incorporate the modification or discontinuance of services. If new terms that materially conflict with or supplement existing terms are necessary for operation, Contractor will deliver such new terms to the State to negotiate an amendment to the MSA incorporating said terms.

9. COMPLIANCE WITH LAWS AND PAYMENT NETWORK REGULATIONS

- a. **General:** Contractor and Authorized User will comply with all Laws and Payment Network Regulations applicable to the selected Services.
- b. **Office of Foreign Assets Control Compliance:** Authorized User acknowledges that Contractor is an entity governed by the Laws of the United States of America and as such, cannot provide any products or services to Authorized User or its Customers that contravene the Laws of the United States of America, including the Laws promulgated by OFAC or the United States Department of the Treasury or any successor thereto.
- c. **Export Laws Compliance:** Authorized User will comply with all United States export Laws governing the export and re-export of hardware, software or technology applicable to the Services and Equipment, including United States Department of State International Traffic In Arms Regulations (ITAR), United States Foreign Corrupt Practices Act, United States Commerce Department's Export Administration Regulations, OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and Laws promulgated by OFAC or the United States Department of the Treasury or any successor thereto. Authorized User will not, and will not request Contractor to, export, directly or indirectly, any technical data pursuant to the Subsidiary Agreement or any product using any such data to any country for which the United States Government or any agency thereof at the time of

export requires an export license or other governmental approval without first obtaining such license or approval.

- d. **Customer Identification:** To help the United States Government fight the funding of terrorism and money laundering activities, federal law requires financial institutions and their affiliates to obtain, verify, and record information that identifies each person who opens an account. Accordingly, Authorized User will provide certain information and identifying documents requested by Contractor to allow Contractor to identify Authorized User.

10. **CONFIDENTIALITY; DATA SECURITY AND USE**

a. **Data Security and Use:**

- i. **Security Programs Compliance:** Contractor and Authorized User will each comply with the applicable requirements of the Security Programs.
- ii. **PCI-DSS Attestation:** Authorized User may review Contractor's current PCI-DSS compliance status on the Payment Network websites as available. Contractor will undergo an annual assessment of its compliance with the Security Programs and, if applicable to the Services provided under the Agreement, the Payment Application Data Security Standards. If Authorized User requires additional information, Contractor will work with Authorized User to provide information as mutually agreed to by both parties.
- iii. **Elavon Data Breach:** If an Elavon Data Breach occurs, then Contractor will comply with all Laws and Payment Network Regulations with respect to such Elavon Data Breach, including providing the required reporting and forensic audits to the Payment Networks, and, unless prohibited by law enforcement or the Payment Networks, will inform Authorized User of such Elavon Data Breach. Contractor will not pass-through or require Authorized User to be liable to Contractor for any fees, fines, penalties, assessments, or charges levied against Contractor by the Payment Networks in connection with an Elavon Data Breach. Unless otherwise required or directed under Law, the Payment Network Regulations, or a Payment Network, Contractor will not (i) contact or inform any Customer of whose data may have been the subject of an Elavon Data Breach of the occurrence of the Elavon Data Breach, or (ii) publicly disclose that information provided by Authorized User to Contractor was the subject in any part of an Elavon Data Breach. If Contractor is legally obligated or the Payment Network Regulations or Payment Networks require Contractor to contact Customers as part of an Elavon Data Breach, Contractor will limit the notices to such Customers to those required by the legal obligation, the Payment Network Regulations, or the Payment Networks, or as approved by Authorized User.
- iv. **Cardholder Data and Transaction Information:**
 - a) Contractor and Authorized User will ensure the security of Cardholder Data and Transaction Information in accordance with all Laws and Payment Network Regulations. Contractor and Authorized User will retain Cardholder Data and Transaction Information for the duration required by Laws and the Payment Network Regulations and thereafter will destroy, in a manner that will render the information unreadable, all such information that is no longer necessary or appropriate to maintain for ordinary business purposes.

- b) Authorized User will not disclose Cardholder Data to any third party, except to a Service Provider, unless required by Laws or the Payment Network Regulations. Authorized User will not retain or store magnetic stripe or CVV2/CVC2/CID data after authorization for any purpose. After authorization, Authorized User will retain only the Customer account number, name, and card expiration date if Authorized User has a reasonable business purpose to retain such information and is otherwise in compliance with the Agreement. If there is a failure or other suspension of Authorized User's business operations, including any Bankruptcy Proceeding, Authorized User will not sell, transfer, or disclose Cardholder Data to third parties, and Authorized User will (a) return this information to Contractor, or (b) provide acceptable proof of destruction of this information to Contractor.
- c) Contractor acknowledges that Authorized User may collect information about Authorized User's Customers as part of an Authorized User sales transaction (e.g., price paid, time, store identifier, SKU information) regardless of the Customer's payment type and not in connection with the Services, and that the Agreement does not restrict Authorized User's retention, use or disclosure of such information even though some of that information may overlap with elements of Transaction Information.
- d) Unless otherwise prohibited by Law, any applicable regulations, Payment Network Regulations, Payment Networks, or PCI DSS, Cardholder Data, Transaction Information, and information regarding Authorized User, its principals, or Affiliates, or that Contractor otherwise obtains in connection with the Agreement may be:
 - 1) Used by Contractor and its Affiliates, third-party contractors, agents, and referral partners (a) to provide the Services and related functions to Authorized User and to respond to any further application for Services, (b) for administrative purposes and to maintain Authorized User's account pursuant to the Agreement, and (c) for Contractor's internal fraud and compliance monitoring;
 - 2) Disclosed and shared by Contractor for reporting purposes to credit rating agencies and to the financial institution where the DDA is maintained;
 - 3) Used to enhance or improve Contractor's products or services generally;
 - 4) Used or disclosed by Contractor in the course of any sale, reorganization or other change to Contractor's business, subject to appropriate confidentiality agreements;
 - 5) Collected, used and disclosed by Contractor as required by Laws (e.g., for tax reporting or in response to a subpoena); and
 - 6) Retained for such periods of time as Contractor requires to perform its obligations and exercise its rights under the Agreement.

Contractor may prepare, use, and share with third parties, aggregated, non-personally identifiable information derived from Transaction Information (so long as such information cannot be identified to Authorized User) that is

combined with similar information from all of or specific segments of Contractor's other customers.

11. PROPRIETARY RIGHTS

As between Contractor and Authorized User, Contractor retains all right, title and interest in and to the Services, Elavon Materials, Updates, and all Intellectual Property Rights in any of the foregoing. Authorized User will not acquire any ownership interest or license rights (except such rights as are expressly stated in the Agreement (including the Operating Guide)) in or to the Services, Elavon Materials, Updates, or Intellectual Property Rights in any of the foregoing.

12. REPRESENTATIONS AND DISCLAIMERS

- a. **Contractor Representations:** Contractor represents to Authorized User the following as of the Effective Date of the Subsidiary Agreement:
 - i. **Organization:** Contractor is a corporation validly existing and duly organized under the laws of the state of Georgia with all authority, qualifications, licenses and registrations necessary to conduct its business, in all jurisdictions where Contractor conducts business, in compliance with all Laws and Payment Network Regulations.
 - ii. **Authority and Power:** Contractor has the power to execute and perform the Agreement. The person executing the Agreement is duly authorized to bind Contractor to all provisions of the Agreement and such person is authorized to execute any document and to take any action on Contractor's behalf which may be required to carry out the Agreement. Further, the signing and performing in accordance with the Agreement will not violate any Laws or conflict with any other agreement to which Contractor is subject.
 - iii. **No Litigation:** There is no action, suit, or proceeding pending or, to Contractor's knowledge, threatened, which if decided adversely would impair Contractor's ability to carry on its business substantially as now conducted or which would materially and adversely affect Contractor's financial condition or operations.
- b. **Authorized User Representations:** Authorized User represents to Contractor the following as of the Effective Date of the Subsidiary Agreement:
 - i. **Organization and Information:** Authorized User is validly existing and duly organized under the laws of the jurisdiction in which it was formed with all authority, qualifications, licenses and registrations necessary to conduct its business, in all jurisdictions where Authorized User conducts business, in compliance with all Laws and Payment Network Regulations. All written information provided in the Subsidiary Agreement, and enrollment forms, as applicable, and in any other document submitted to Contractor is true and complete and properly reflects the business, financial condition and ownership of Authorized User in all material respects.
 - ii. **Authority and Power:** Authorized User has the power to execute and perform the Agreement. The person executing the Subsidiary Agreement is duly authorized to bind Authorized User and each Authorized User Affiliate to all provisions of the Subsidiary Agreement as if each Authorized User Affiliate had

executed the Subsidiary Agreement, and such person is authorized to execute any document and to take any action on behalf of Authorized User that Contractor requires to carry out the Subsidiary Agreement. Further, the signing and performing in accordance with the Subsidiary Agreement will not violate any Laws or conflict with any other agreement to which Authorized User is subject.

- iii. **Business Use:** Authorized User is obtaining and using the Services from Contractor to facilitate lawful business Transactions between Authorized User and its Customers, and using the DDA only for lawful business purposes.
- c. **No Viruses, Etc.:** Contractor will not code or insert into any portion of the Services, and will use commercially reasonable efforts to ensure that no Service will otherwise contain, any computer virus, worm, software lock, drop dead device, Trojan-horse routine, trap door, time bomb or any other malicious codes or instructions that may be used to access, modify, delete, damage or disable the Services or Authorized User's or any third party's software, firmware, computer system or devices.

13. AUTHORIZED USER RESPONSIBILITIES

Authorized User will be responsible for any sale of goods or services resulting in a Transaction processed under the Agreement.

14. THIRD-PARTY VENDORS

a. Authorized User Service Providers and Authorized User Resources

- i. Authorized User may want to use a Service Provider to assist with Transactions. Authorized User will cause each Service Provider and applicable Authorized User Resource to undergo testing, approval and certification by Contractor before Authorized User uses such Service Provider or applicable Authorized User Resource in connection with accessing or using the Services. Authorized User will ensure that each Service Provider or applicable Authorized User Resource maintains certification and compatibility with the Services and that each Service Provider and applicable Authorized User Resource is fully compliant with all Laws, Payment Network Regulations, and Security Programs. Failure of Authorized User's systems, including Authorized User's point-of-sale system or property management system, or any Service Provider systems to maintain certification under this Section or to be compatible and function with the most recent version of the Services will excuse Contractor from all liability and all of its obligations under the Agreement to the extent that Contractor's provision of the Services is impaired by such failure.
- ii. As between Contractor and the Authorized User and to the extent not prohibited by law, the Authorized User is responsible for any violations of the Agreement that result from the acts or omissions of Authorized User's Service Providers and any other person who obtains access to Transaction Information from Authorized User or access to systems under Authorized User's or Service Provider's control (excluding acts or omissions to the extent attributable to Contractor's breach of the Agreement, negligence, or willful misconduct).
- iii. Contractor is not responsible for Service Providers or for the products or services offered by Service Providers, nor is it responsible for any Transaction until

Contractor receives complete data for the Transaction in the format required by Contractor.

- iv. Contractor may terminate a Service Provider's access to or ability to integrate with Contractor's products, services, and systems immediately without prior notice if the termination results from:
 - a) The Service Provider's breach of any Laws or Payment Network Regulations,
 - b) The requirement of any court order or Payment Network or application of Payment Network Regulations to the Services,
 - c) Contractor's reasonable determination that the Service Provider poses an unacceptable security risk to Contractor, Authorized User or any Payment Network, or
 - d) The Service Provider's failure to maintain certification to Contractor or the expiration or termination of any agreement between Contractor and the Service Provider specific to certification to Contractor with respect to the Services.
- b. **Liability for Direct Agreement with Third Party:** Contractor has no responsibility for, and will have no liability to Authorized User or the State in connection with, any hardware, software or services Authorized User receives subject to a direct agreement (including any sale, warranty or end-user license agreement) between Authorized User or the State and a third party, including any Service Provider, even if Contractor collects fees or other amounts from Authorized User with respect to such hardware, software or services (and such third party will not be considered a third party contractor of Contractor).
- c. **Elavon Third-Party Contractors:** Contractor may use third-party contractors in connection with the performance of its obligations under the Agreement. Contractor will be responsible for the performance of its obligations hereunder notwithstanding any use of or delegation of any responsibility to any Contractor third-party contractor. Contractor is responsible for any violations of the Agreement that result from the acts or omissions of its third-party contractors.

15. GENERAL PROVISIONS

- a. **Construction:** The headings used in the Agreement are inserted for convenience only and will not affect the interpretation of any provision. Each provision is to be construed as if the parties drafted it jointly. The word "day" will mean "calendar day", unless specifically stated otherwise.
- b. **Notices:** See Contract Exhibit A, Section 23. Notices to Contractor shall be directed to Elavon at 7300 Chapman Highway, Knoxville, TN 37920, with a copy to Two Concourse Parkway, Suite 800, Atlanta, GA 30328 Attn: General Counsel, or such other addresses as Contractor may designate in writing.
- c. **Bankruptcy:** Authorized User will immediately notify Contractor of any Bankruptcy Proceeding initiated by or against Authorized User. Authorized User will include Contractor on the list and matrix of creditors as filed with the bankruptcy court, whether or not a claim may exist at the time of filing. Authorized User acknowledges that the Agreement constitutes an executory contract to make a loan, or extend other

debt financing or financial accommodations to, or for the benefit of Authorized User, and, as such, cannot be assumed or assigned in the event of Authorized User's bankruptcy.

- d. **Telephone Recording:** For quality assurance and training purposes, Authorized User authorizes Contractor to monitor and record customer service telephone conversations at any time, subject to Laws and applicable disclosures if required.
- e. **Waiver:** None of the failure to exercise, the delay by Contractor to exercise, or the partial exercise of any right under the Agreement or Subsidiary Agreement by Contractor will operate as a waiver or estoppel of such right, nor will such amend the Agreement or Subsidiary Agreement.
- f. **Survival:** All of the obligations of each party that by their nature should survive termination or expiration of the Agreement or Subsidiary Agreement in order to achieve its purposes, will survive and remain binding upon and for the benefit of the parties.
- g. **Counterparts; Electronic Delivery:** The Agreement or Subsidiary Agreements may be signed in one or more counterparts, each of which will constitute an original and all of which, taken together, will constitute one and the same agreement. Signed counterparts may be delivered by fax or electronic means (e.g., .pdf documents via e-mail), and will constitute signed originals.
- h. **Business Continuity:** Contractor will maintain and adhere to business continuity plans that are commercially reasonable within the industry for the Services.

16. PROCESSING SERVICES TERMS

- a. **Authorized User Compliance:** Authorized User will not submit Transactions for processing to Contractor for any businesses, materially different products, or methods of selling other than those stated in the Subsidiary Agreement or Set Up Form without Contractor's prior written consent.
- b. **MATCH™ and Consortium Merchant Negative File:** Authorized User acknowledges that Contractor may be required to report Authorized User's business name and the name of Authorized User's principals to the MATCH™ listing maintained by MasterCard and accessed by Visa, to the Consortium Merchant Negative File maintained by Discover, if applicable, or to any other negative or terminated merchant file of any other Payment Network, if applicable, pursuant to the requirements of the Payment Network Regulations. Authorized User specifically consents to Contractor's fulfillment of the obligations related to the listing of Authorized User and Authorized User information in such databases, and Authorized User waives all claims and liabilities Authorized User may have as a result of such reporting.
- c. **Remedies Cumulative:** The rights conferred upon Contractor in this Section are not intended to be exclusive of each other or of any other rights and remedies of Contractor under the Agreement, at law or in equity. Rather, each and every right of Contractor under the Agreement, at law or in equity, is cumulative and concurrent and in addition to every other right.

d. **Authorized User Information:**

- i. **Authority:** Authorized User authorizes Contractor to make, upon receipt of the Subsidiary Agreement or Set Up Form and from time to time, any business credit or other inquiries it considers reasonably necessary to review the Authorized User or continue to provide Services under the Agreement. Authorized User also authorizes any person or credit reporting agency to compile information to answer those business credit inquiries and to furnish that information to Contractor.
- ii. **Financial Information:** At Contractor's request, Authorized User will provide Contractor audited financial statements prepared by an independent certified public accountant selected by Authorized User, or if Authorized User is audited by a governmental authority, then Authorized User will provide financial statements from such governmental authority. Within one hundred twenty (120) days after the end of each fiscal year or in the case of a governmental entity, when available), Authorized User will furnish Contractor, as requested, a financial statement of profit and loss for the fiscal year and a balance sheet as of the end of the fiscal year, each audited as provided above. Authorized User will also provide Contractor such interim financial statements and other information as Contractor may request from time to time.
- iii. **Providing Information.** Authorized Users must provide to Contractor promptly, upon request, information about finances and operations, provided, however, that, with respect to State Authorized Users, the posting of such financial information at the <http://www.ebudget.ca.gov> website (or any successor website thereto) shall be deemed to fulfill this requirement.

e. **Authorized User Data Incident:**

- i. **Notice and Investigation:** Authorized User acknowledges that Cardholder Data and bank account information it obtains in connection with any Transaction is the property of the financial institution that issued the Payment Device or holds the Customer's account. Authorized User will notify Contractor within 24 hours (and if notice is given orally, it must be confirmed in writing within the same 24-hour period) if Authorized User knows or suspects that Cardholder Data, Customer information, or Transaction Information has been accessed or used without authorization from Authorized User or systems within Authorized User's control (a "**Data Incident**"). The notice must include:
 - a) A detailed written statement about the Data Incident including the contributing circumstances,
 - b) The form, number and range of compromised account information,
 - c) Specific account numbers compromised, and
 - d) Details about the ensuing investigation and Authorized User's security personnel who may be contacted in connection with the Data Incident.

Authorized User will fully cooperate with the Payment Networks and Contractor in the forensic investigation of the Data Incident. Within seventy-two (72) hours of becoming aware of the Data Incident, Authorized User will engage the services of a data security firm acceptable to the Payment

Networks and to Contractor to assess the vulnerability of the compromised data and related systems. Authorized User will provide weekly written status reports to Contractor until the forensic audit is complete. Authorized User will promptly furnish updated lists of potential or known compromised account numbers and other documentation or information that the Payment Networks or Contractor may request. In addition, Authorized User will provide all audit reports to Contractor, and such audits must be completed to the satisfaction of the Payment Networks and of Contractor. Elavon may, in its sole discretion, suspend or terminate Card Processing Services for any Authorized User that experiences a Data Incident.

- ii. **Preservation of Records:** If there is a Data Incident, Authorized User will take immediate steps to preserve all business records, logs and electronic evidence relating to the Data Incident. Authorized User will cooperate with Contractor to rectify, correct and resolve any issues that may result from the Data Incident, including providing Contractor with (and obtaining any necessary waivers for) all relevant information to verify Authorized User's ability to prevent future data incidents in a manner consistent with the Agreement.

Exhibit H.1: Authorized User Set Up Form

Request a copy of the **State of California - Authorized User Set Up Form** (MSA 5-22-70-22-01, Exhibit H.1) by emailing the [Elavon administrator](#).

Exhibit I: Mass Transit Terms (Local Authorized Users Only)

1. MASS TRANSIT SERVICES

Contractor will make available to Local Authorized Users the Mass Transit Services. The Mass Transit Services are part of a “pay as you go” model where the fare for each journey may not be known at the point at which the contactless card is tapped on the transit reader. Regardless of whether the fare is known or not, tap data is accumulated, and the total fare amount is calculated and charged by the Local Authorized User at the end of the travel period. For the purposes of this Exhibit, the definition of Payment Network Rules will include the Visa Contactless Transit Implementation Guide, the Visa Contactless Transit Terminal Requirements and Implementation Guide, and any other applicable transit Payment Network Rules, all as may be amended.

2. CONTRACTOR’S RESPONSIBILITIES

When providing the Mass Transit Services, Contractor’s services will be limited to the following:

- a. Provide authorization, clearing and settlement processing activities for Transactions from the transit Local Authorized User, more specifically, authorization, Local Authorized User funding, Transaction reconciliation, chargeback/fraud dispute processing, interchange billing, and Local Authorized User statement generation/delivery.
- b. Provide Settlement and reporting services as outlined in Exhibit A, Section 5(b) of the Agreement (as amended) and any other applicable obligations of Contractor under the Agreement (other than those outlined in this Exhibit, below).

3. LOCAL AUTHORIZED USER’S RESPONSIBILITIES

When using the Mass Transit Services, Local Authorized User will:

- a. Provide or contract with a Service Provider to provide the Mass Transit merchant requirements (including card readers and equipment, authentication, expiry date check, deny list check, new card check, fare calculation, deny list management, exception handling, customer service, and debt recovery) as required under the Payment Network Rules.

4. PRICING

Local Authorized Users will pay monthly, and in arrears, Mass Transit Service fees identified in the pricing matrix provided in Exhibit E.1: Service Pricing. Contractor will pass through to Local Authorized User any special or discounted interchange assessment rates from Visa and MasterCard specifically negotiated for the State.

5. TERMINATION OF MASS TRANSIT SERVICES

- a. Contractor has the right to send the Local Authorized User a written notice specifying a default of Exhibit I and providing the Local Authorized User an opportunity to cure the breach within a period of time no less than thirty (30) calendar days (“Cure Period”). If the breach is not cured within the Cure Period as stated in the notice, then Contractor has the right to terminate Mass Transit Services or terminate the Local Authorized Users’ Subsidiary Agreement in its entirety, by written notice to the Local Authorized User with termination to be effective not less than thirty (30) days

following the end of the Cure Period. Termination of one Local Authorized User under this Exhibit I will not affect other Local Authorized Users.

- b. In addition, Contractor may cease providing the Mass Transit Services if Contractor's agreement with Cybersource terminates, provided that Contractor: (i) has made all efforts to cure any issues with Cybersource to allow the agreement to continue; (ii) provides the State Contract Administrator and Local Authorized Users with a minimum 60 calendar days written notice of the termination; and (iii) cooperates with the Local Authorized Users to obtain the right for the Local Authorized Users to continue using the services through Cybersource.

**Exhibit J - Addendum - Application of MSA Defense and Indemnification Terms Local
Authorized User**

Elavon, Inc. and the City of Roseville agree that for defense and indemnification provisions contained in the Master Service Agreement, and its exhibits attached and incorporated thereto, ([MSA 5-22-70-22-01](#)) those provisions as running to the State for its benefit shall also run to and apply to the City of Roseville for its benefit.

Exhibit “K”

STATE OF CALIFORNIA MSA #5-22-70-22-01

LOCAL AUTHORIZED USER ADDENDUM

Pursuant to Exhibit A, Section 12(e) of the Agreement, the following terms are added to the Agreement for Local Authorized Users:

1. **DIRECT DEBIT.** If Authorized User selects Direct Debit on the Set Up Form, Contractor will debit its fees and other amounts due for the Services (including chargebacks, adjustments and other amounts owed) under the Agreement from the DDA (or, if applicable, the Reserve Account), once each day or month for the Authorized User's daily or monthly activity, as applicable, or such amount will be deducted from the funds due Authorized User under the Agreement.
2. **RESERVE ACCOUNT.**
 - a. **Establishment.** If a Reserve Event (defined below) occurs, Contractor may establish a **Reserve Account** in the Reserve Amount (defined below) to provide security and a source of funds to pay Contractor for all amounts that Authorized User may owe under this Agreement. Contractor will have sole control of the Reserve Account, and, upon Authorized User's delivery of funds to Contractor for creating credits in the Reserve Account (or Contractor's crediting the Reserve Account with amounts that otherwise would have been paid to Authorized User), Authorized User will have no further property interest in such funds (or rights to payment) other than with respect to a contingent right to payment from Contractor as described in this Agreement upon the termination of the Reserve Account.
 - b. **Reserve Amount.** The "**Reserve Amount**" is equal to the aggregate dollar value of: [(average % credits to processing volume during the same period plus average % Chargebacks to processing volume during the same period) multiplied by four] multiplied by [average monthly processing volume] plus [one month's average fees] plus [number of days delayed delivery multiplied by the average day's processing volume]. For purposes of this calculation, the number of days delayed delivery means the number of days between the date on which the Cardholder's Payment Device is charged and the date the product is shipped to the Cardholder (if the goods are being shipped) or the date the Cardholder receives the product or service. Further, for purposes of this calculation, Contractor will determine the applicable period considering factors such as Authorized User's Transaction volume and seasonality.
 - c. **Reserve Event.** The following will constitute "**Reserve Events**":
 1. Fraudulent activity in any monthly period that equals or exceeds 1% of Authorized User's average monthly volume over the preceding 12-month period;
 2. Chargebacks in any monthly period that equal or exceed 1% of the total dollar value of incoming items to Contractor;
 3. Contractor's reasonable belief that Authorized User, if not approved by Contractor to engage in delayed delivery transactions, has accepted deposits but has not delivered the goods or services;
 4. The commencement of a Bankruptcy Proceeding by or against Authorized User;
 5. Termination of the Agreement for any reason or the occurrence of an event listed in Exhibit H, Section 4 of the Agreement giving Contractor the right to terminate the Agreement;
 6. Nonpayment of amounts owed by Authorized User to Contractor;

7. Fines, assessments, or charges imposed or reasonably expected to be imposed by the Payment Networks;
 8. The occurrence of a material adverse change in Authorized User's financial condition;
 9. Assignment of the Agreement by Authorized User in violation of Exhibit C, Section 3 of the Agreement; and
 10. Revocation, termination, expiration or non-renewal of any guaranty, indemnity agreement, letter of credit or any other Alternate Security (defined below) provided in connection with the Agreement, if applicable.
- d. **Funding.** Contractor may fund the Reserve Account up to the Reserve Amount by any of the following means:
1. Contractor may require Authorized User to transfer funds to Contractor for credit to the Reserve Account;
 2. Contractor may debit the DDA and provide a corresponding credit to the Reserve Account; or
 3. Contractor may credit to the Reserve Account amounts it would otherwise be obligated to credit to Authorized User.
- e. **Use of Funds in Reserve Account.** Contractor may apply credits in the Reserve Account against any outstanding amounts Authorized User owes under the Agreement. Additionally, Contractor may debit the Reserve Account to exercise its rights under the Agreement, including its rights of set-off and recoupment to collect any amounts due to Contractor.
- f. **Termination of Reserve Account.** Credits in the Reserve Account will remain in the Reserve Account, and will be used only to pay amounts due to Contractor, until Authorized User has paid in full all amounts owing or that may be owed under the Agreement, including all Chargebacks, returns, adjustments, fees, fines, penalties, assessments and charges from the Payment Networks, and any other payments due under the Agreement. In no event will Authorized User be entitled to a payment from Contractor in an amount equal to the credits remaining in the Reserve Account before 270 days following the effective date of termination of the Agreement. Notwithstanding the foregoing, if Contractor determines that the Reserve Event that gave rise to the establishment of the Reserve Account has been sufficiently cured, then Contractor may terminate the Reserve Account or release credits from the Reserve Account, or both, prior to the termination of the Agreement.
- g. **Alternate Security.** In lieu of or in addition to establishing and crediting a Reserve Account, Contractor may accept an alternative form of security ("**Alternate Security**") for the purpose of providing a source of funds to pay Contractor for all amounts owed by Authorized User. Contractor may at any time reevaluate Alternate Security it previously accepted and require funding of a Reserve Account so that the amount of credits in a Reserve Account, taken together with amounts represented by any Alternate Security Contractor accepts, equals the Reserve Amount.
3. **RECOUPMENT AND SET-OFF.** Contractor has the right of recoupment and set-off, and may offset any outstanding or uncollected amounts owed to it hereunder from:
- a. Any amounts it would otherwise be obligated to deposit into the DDA;
 - b. The Reserve Account by reducing the credits thereto; and

c. Any other amounts it may owe Authorized User under the Agreement.

4. **TRIBAL GOVERNMENTS.** If Authorized User qualifies as a federally recognized or acknowledged tribal government or an instrumentality thereof, then Authorized User expressly and irrevocably provides a limited waiver of its sovereign immunity (and any defense based thereon) from any suit, action or proceeding or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, exercise of contempt powers or otherwise) brought by Contractor relative to disputes between the Contractor and Authorized User under the Agreement in the exclusive jurisdiction of the State or Federal Courts in California. Without prejudice to the limited waiver of sovereign immunity provided in the Agreement, no other waiver of Authorized User's sovereign immunity from suit may be implied from any action or document. Authorized User waives any requirement for Contractor to exhaust tribal court remedies that might otherwise require, as a matter of law or comity, that a dispute be heard first in the tribal court of Authorized User. The waivers and consents described in this Section will inure to the benefit of the parties hereto. The parties will be entitled to all available legal and equitable remedies, including the right to specific performance, money damages and injunctive or declaratory relief. The waivers of sovereign immunity and of the obligation to exhaust tribal court remedies and the consents to jurisdiction contained in this Section are irrevocable and will survive termination of the Agreement. Authorized User covenants that it has obtained and will maintain in effect all authorizations and consents necessary to grant the waiver of sovereign immunity and the obligations to exhaust tribal court remedies contained herein.
5. **PAYMENT NAVIGATOR SERVICES.** If Authorized User is using Payment Navigator Services, then Authorized User agrees that it will be responsible for all losses in connection with claims arising from alleged infringement of patent, copyright or other intellectual property right, or misappropriation of trade secrets, of any third party by Payment Navigator as modified or altered by Authorized User, its partners, employees, agents or contractors, or the use of any data submitted by Authorized User.

Agreed and accepted

City of Roseville
[print or insert Authorized User Agency Name]
("Authorized User"):

By: _____

Name: _____

Title: _____

Date: _____

ELAVON

By: 
Name: Timothy I. Miller
Title: Senior Vice President
Title: Global Credit and Risk
Date: 3/1/23



COUNCIL COMMUNICATION

CC #: 2597
File #: 0800-02

Title: U.S. Bureau of Reclamation Section 215 Water Contract - Approval of Contract and Letter of Agreement
Contact: Sean Bigley 916-774-5513 sbigley@roseville.ca.us

Meeting Date: 3/15/2023
Item #: 6.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving the Section 215 Water Contract and the Letter of Agreement with the United States Bureau of Reclamation and authorizing the City Manager to execute them on behalf of the City of Roseville.

Additionally, staff requests the City Council authorize the City Manager or his designee to approve and execute all necessary documents to effectuate the purpose of this Section 215 Water Contract and/or Letter of Agreement.

BACKGROUND

On February 1, 2023, the U.S. Bureau of Reclamation staff contacted city staff to offer the City of Roseville an opportunity to enter into a Section 215 Water Contract with the U.S. Bureau of Reclamation to allow for up to 4,200 acre-feet of non-storable flood control water from Folsom Reservoir to be scheduled by the City of Roseville for purposes of groundwater recharge using the City's Aquifer Storage and Recovery (ASR) Wells. The proposed Section 215 Water Contract will allow for recharge activity from March 1, 2023, through February 29, 2024. Staff received the proposed Section 215 Water Contract from Reclamation on February 21, 2023.

Section 215 refers to a section in the Reclamation Reform Act of 1982 (Public Law 97-293) which defines temporary water supplies that are unusually large and not storable for project purposes and, among other measures, allows non-storable water to be used for beneficial purposes such as groundwater recharge.

Since 2019, the City of Roseville has recharged 2,489 acre-feet of non-storable flood water from Folsom Reservoir into the groundwater basin with approval from Reclamation under authority provided under Article 3(f) of the City's Water Repayment Contract with Reclamation. In context, 2,489 acre-feet is enough water to meet the needs of nearly 5,000 households for an entire year.

Executing a Section 215 Water Contract with Reclamation will also save the City of Roseville money. Assuming a 4,200 acre-foot water purchase using the Article 3(f) process, the cost per acre-foot is \$57.38, with a total cost in this scenario being \$240,996. Section 215 water is now priced at \$40.94 per acre foot with a total cost in this scenario of \$171,948. The cost difference is \$69,048, making Section 215 water a more affordable option.

If hydrology in the coming year produces flood control releases, the likely recharge periods will be May 2023-June 2023 and December 2023-February 2024.

Based on the cost savings and the advantage of having approvals to recharge in place early in the coming Federal Water Year, staff recommends that the City Council authorize the City Manager to execute the proposed Section 215 Water Contract with the U.S. Bureau of Reclamation.

Additionally, staff recommends that the City Council authorize the City Manager to execute an accompanying Letter of Agreement (LOA) between the City and Reclamation to allow \$5,000 to be placed as a deposit to reimburse specified future work performed by Reclamation for the Section 215 Water Contract from March 1, 2023, through February 29, 2028.

The reason why the dates in the LOA extends beyond the term of the Section 215 Water Contract term is that Reclamation's Central California Area Office only has delegated authority from the Reclamation Commissioner to enter into one-year term Section 215 Water Contracts; however, Reclamation has signaled its intent to approach the City annually to enter into future Section 215 Water Contracts through the term of the National Environmental Policy Act (NEPA) coverage.

FISCAL IMPACT

Section 215 water is currently priced at \$40.94 per acre foot. With up to 4,200 acre-feet of water available to schedule, the maximum cost to the City of Roseville is \$171,948 over two fiscal years (FY2022-23 and FY2023-24).

For FY2022-23, it is estimated that 1,710 acre-feet of water could be scheduled at a total cost of \$70,007.40. This amount is currently budgeted in the FY2022-23 Purchased Water budget line item of the Water Treatment Plant Section budget, which is funded by the Water Operations Fund with revenue from water utility sales.

Additionally, for FY2022-23, the \$5,000 LOA deposit will be paid from the FY2022-23 Purchased Water budget line item of the Water Treatment Plant Section budget.

For FY2023-24, it is estimated that 2,490 acre-feet of water could be scheduled at a total cost of \$101,940.60. Staff will include this amount in the proposed FY2023-24 budget in the Water Operations Fund. If City Council decides not to approve the recommended FY2023-24 Purchased Water budget line item amount, then staff will not proceed with scheduling Section 215 water with Reclamation in December 2023 - February 2024 timeframe.

ENVIRONMENTAL REVIEW

Project activities associated with the proposed contract were previously evaluated in the City of Roseville Aquifer Storage and Recovery Program EIR (certified March 29, 2014) and the

Supplement to the Aquifer Storage and Recovery Program EIR (certified December 16, 2020) (SCH #2009072018). Because the project is consistent with the Aquifer Storage and Recovery Program Final EIR and Supplement to the Aquifer Storage and Recovery Program Final EIR, no new effects would be expected to occur and all applicable mitigation measures from the Aquifer Storage and Recovery Program Final EIR will be implemented during implementation of the project. As such, no additional environmental documentation is required.

Additionally, the U.S. Bureau of Reclamation has conducted the appropriate analysis under the National Environmental Policy Act (NEPA) for this proposed Section 215 Water Contract and its findings have been publicly posted.

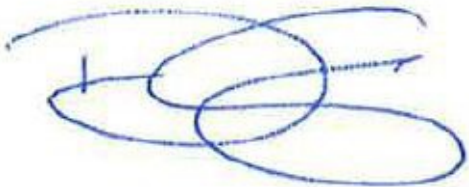
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Sean Bigley, Environmental Utilities Assistant Director

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-099

Section 215 Contract

Section 215 LOA

RESOLUTION NO. 23-099

APPROVING A SECTION 215 WATER CONTRACT AND LETTER OF AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND THE UNITED STATES BUREAU OF RECLAMATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, Section 215 refers to a section in the Reclamation Reform Act of 1982 that allows non-storable water to be used for beneficial purposes such as groundwater recharge; and

WHEREAS, on February 1, 2023, the U.S. Bureau of Reclamation offered the City of Roseville an opportunity to enter into a Section 215 Water Contract with the U.S. Bureau of Reclamation to allow for up to 4,200 acre-feet of non-storable flood control water from Folsom Reservoir to be scheduled by the City of Roseville for purposes of groundwater recharge using the City's Aquifer Storage and Recovery (ASR) Wells; and

WHEREAS, executing a Section 215 Water Contract with the U.S. Bureau of Reclamation will save the City money on the cost of per acre-foot of water purchased; and

WHEREAS, an accompanying Letter of Agreement (LOA) is needed to allow \$5,000 to be placed as a deposit to reimburse specified future work performed by the U.S. Bureau of Reclamation for the Section 215 Water Contract from March 1, 2023 through February 29, 2028; and

WHEREAS, the Section 215 Water Contract Agreement and accompanying LOA, by and between the City of Roseville and the United States Bureau of Reclamation have been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Section 215 Water Contract and the LOA are hereby approved and that the City Manager is authorized to execute them on behalf of the City of Roseville.

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve and execute all necessary documents to effectuate the purpose of this Section 215 Water Contract and/or LOA.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
American River Division, Central Valley Project, California

CONTRACT FOR TEMPORARY WATER SERVICE
BETWEEN THE UNITED STATES
AND
CITY OF ROSEVILLE
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UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
American River Division, Central Valley Project, California

CONTRACT FOR TEMPORARY WATER SERVICE
BETWEEN THE UNITED STATES
AND
CITY OF ROSEVILLE

THIS CONTRACT, made this ____ day of March, 2023, pursuant to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto including the Acts of August 26, 1937 (50 Stat. 844), as amended and supplemented, August 4, 1939 (53 Stat. 1187), as amended and supplemented, October 12, 1982 (96 Stat. 1263), and October 30, 1992 (106 Stat. 4600), all collectively hereinafter referred to as the Federal Reclamation law, between the UNITED STATES OF AMERICA, hereinafter referred to as the United States, and CITY OF ROSEVILLE, hereinafter referred to as the Contractor;

WITNESSETH, That:

EXPLANATORY RECITALS

(a) The United States has constructed and is operating the Central Valley Project, California (Project) for the purposes, among others, of furnishing water for irrigation, municipal, domestic, mitigation, protection, and restoration of fish and wildlife, and other beneficial uses; and

(b) There may be periods of time during the Year in which the Contracting Officer determines that Temporary Water may be made available from the American River Division Project facilities; and

(c) Pursuant to Section 215 of the Act of October 12, 1982 (96 Stat. 1263), neither the ownership limitations of this Act nor the ownership limitations of any other provision of Federal Reclamation law shall apply to lands which receive Temporary Water pursuant to this Contract; and

(d) The Contractor is willing to contract with the United States pursuant to terms and conditions of this Contract to obtain a supply of Temporary Water from said Project facilities; and

(e) A Categorical Exclusion for this Contract was signed on _____, in accordance with the National Environmental Policy Act;

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, the parties mutually agree as follows:

DEFINITIONS

1. When used herein, unless otherwise distinctly expressed or manifestly incompatible with the intent hereof, the term:

(a) “Calendar Year” shall mean the period January 1 through December 31, both dates inclusive;

(b) “Charges” shall mean the payments required by Federal Reclamation law in addition to the Rates specified in this Contract, as determined annually by the Contracting Officer pursuant to this Contract;

(c) “Contracting Officer” shall mean the Secretary of the Interior’s duly authorized representative acting pursuant to this Contract or applicable Reclamation law or regulation;

(d) “Contractor’s Service Area” shall mean the area to which the Contractor is permitted to provide Temporary Water under this Contract as depicted in Exhibit A attached hereto, which may be modified upon the mutual written agreement of the parties hereto without amendment of this Contract;

(e) “Irrigation Water” shall mean Temporary Water used to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto;

(f) “Municipal and Industrial Water” or “M&I Water” shall mean Temporary Water used for municipal, industrial, and miscellaneous other purposes not falling under the definition of “Irrigation Water” or within another category of water use under an applicable Federal authority;

(g) “Operation and Maintenance” or “O&M” shall mean normal and reasonable care, control, operation, repair, replacement (other than capital replacement), and maintenance of Project facilities;

(h) Omitted;

(i) “Project” shall mean the Central Valley Project owned by the United States and managed by the Department of the Interior, Bureau of Reclamation;

(j) “Rates” shall mean the payments determined annually by the Contracting Officer in accordance with the then-current applicable water ratesetting policies for the Project;

(k) “Secretary” shall mean the Secretary of the Interior, a duly appointed successor, or an authorized representative acting pursuant to any authority of the Secretary and through any agency of the United States Department of the Interior;

(l) “Temporary Water” shall mean a supply of water made, not to exceed one year, possible during the Year as a result of an unusually large water supply not otherwise storable for Project purposes, or infrequent and otherwise unmanaged flood flows of short duration;

(m) “Temporary Water Delivered” shall mean Temporary Water made available for use by the Contractor at the point(s) of delivery approved by the Contracting Officer, shown on Exhibit A, which may be changed by mutual agreement of the parties hereto without requiring amendment to this Contract;

(n) “Temporary Water Scheduled” shall mean Temporary Water to be made available to the Contractor for which times and quantities for delivery have been established by the Contractor and Contracting Officer pursuant to Article 4 of this Contract; and

(o) “Year” shall mean the period from and including March 1 of the Calendar Year through the last day of February of the following Calendar Year.

TERM OF CONTRACT

2. This Contract shall become effective on the date first hereinabove written and shall remain in effect through February 29, 2024. This Contract shall not be extended or renewed and no provision of this Contract shall be construed in any way as a basis for the Contractor to establish any priority or right to a Project water supply or to obligate the United States to enter into any other contract.

WATER TO BE MADE AVAILABLE TO THE CONTRACTOR

3. (a) It is understood and agreed that because of its uncertainty as to availability and time of occurrence, Temporary Water will be furnished only if, as, and when it can be made available, as determined by the Contracting Officer. The Contracting Officer shall notify the Contractor of the time period(s) during which Temporary Water can be made available under this Contract. Following such notice by the Contracting Officer, consistent with all applicable State water rights, permits, and licenses; Federal law; and subject to the terms and conditions hereinafter stated, the United States shall make available for delivery to the Contractor within the

Contractor's Service Area a maximum of 4,200 acre-feet of Temporary Water for M&I purposes;
Provided, that the maximum quantity of Temporary Water provided herein may be increased
upon the written mutual agreement of the Parties and without requiring amendment to this
Contract. Temporary Water Delivered to the Contractor in accordance with this subdivision shall
be scheduled and paid for pursuant to the provisions of Articles 4 and 7 of this Contract.

(b) Deliveries of Temporary Water shall be terminated when the Contracting
Officer determines that Temporary Water is no longer available.

(c) The Contracting Officer's notification of the availability and subsequent
non-availability of Temporary Water may be made either orally or in writing on 24 hours' or less
notice.

(d) Delivery and use of the Temporary Water shall be in accordance with all
applicable Federal, State and local laws, rules and regulations and Reclamation policy.

(e) The Contractor shall make reasonable and beneficial use of all Temporary
Water furnished pursuant to this Contract.

TIME FOR DELIVERY OF WATER

4. The Contractor shall submit to the Contracting Officer a written schedule,
satisfactory to the Contracting Officer, showing the monthly quantity and the time for delivery of
the Temporary Water to be made available pursuant to subdivision (a) of Article 3 of this
Contract: Provided, That the Contractor shall not schedule Temporary Water in excess of the
quantity that the Contractor intends to put to beneficial use within the Contractor's Service Area,
unless approved pursuant to subdivision (c) of Article 5 of this Contract. Said delivery schedule
and any revisions thereof shall be submitted at such times as determined by the Contracting
Officer and shall be subject to the approval of the Contracting Officer.

POINTS OF DELIVERY – RESPONSIBILITY
FOR DISTRIBUTION OF WATER

5. (a) All Temporary Water Delivered to the Contractor pursuant to this Contract shall be measured and recorded with equipment furnished, installed, operated, and maintained by the Contracting Officer, unless undertaken by the Contractor with the consent of the Contracting Officer, at the point or points of delivery established pursuant to subdivision (a) of this Article.

Upon the request of either party to this Contract, the Contracting Officer shall investigate the accuracy of such measurements and shall take any necessary steps to adjust any errors appearing therein. For any period of time when accurate measurements have not been made, the Contracting Officer shall make a final determination of the quantity delivered for that period of time. The Contracting Officer shall consult with Contractor prior to making said determination.

(b) Temporary Water Delivered pursuant to this Contract shall only be used by the Contractor on lands situated within the Contractor's Service Area depicted on Exhibit A; Provided, That Temporary Water Delivered pursuant to this Contract shall not be transferred, exchanged, or banked for other water supplies without the written approval of the Contracting Officer prior to the transfer, exchange, or banking and no transfers, exchanges or banking shall be approved absent all appropriate environmental documentation, including but not limited to documents prepared pursuant to the National Environmental Policy Act and the Endangered Species Act.

(c) The Contractor shall be responsible for the control, carriage, handling, use, disposal, or distribution of Temporary Water Delivered to the Contractor pursuant to this Contract beyond the point(s) of delivery specified in subdivision (a) of this Article. The

Contractor agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any duties of the United States required under this Contract, regardless of who performs those duties. The Contractor does not agree to indemnify the United States for any damages arising from intentional torts or malicious actions committed by employees of the United States.

WATER MEASUREMENT WITHIN CONTRACTOR'S SERVICE AREA

6. (a) The Contractor shall ensure that all Temporary Water Delivered for municipal and industrial (M&I) purposes is measured at each M&I service. The water measuring devices or water measuring methods of comparable effectiveness must be acceptable to the Contracting Officer. The Contractor shall be responsible for installing, operating, and maintaining and repairing all such measuring devices and implementing all such water measuring methods at no cost to the United States. The Contractor shall use the information obtained from such water measuring devices or water measuring methods to ensure its proper management of the Temporary Water and to bill water users for deliveries of such water by the Contractor. Nothing herein contained, however, shall preclude the Contractor from establishing and collecting any charges, assessments, or other revenues authorized by California law.

(b) The Contractor shall inform the Contracting on or before the 20th calendar day of each month of the quantity of M&I Water taken during the preceding month.

PAYMENTS AND ADJUSTMENTS

7. (a) At the time the Contractor submits a delivery schedule, or any revision thereof, pursuant to Article 4 of this Contract, the Contractor shall make an advance

payment to the United States equal to the total amount payable pursuant to the applicable Rates set forth in Exhibit B, for the quantity of Temporary Water Scheduled. Temporary Water shall not be delivered to the Contractor prior to receipt of such advance payment. Temporary Water Scheduled by and Delivered to the Contractor by the United States but subsequently not used by the Contractor shall be considered as having been accepted by the Contractor and no refund shall be made by the United States to the Contractor for such unused Temporary Water: Provided, That the Contractor is not required to initially schedule the maximum amount of water specified in subdivision (a) of Article 3 of this Contract.

(b) In addition to payment of the Rates in subdivision (b) of this Article, the Contractor shall pay all Charges for Temporary Water Delivered before the end of the month following the month of delivery at the charge set forth in Exhibit B. On or before September 15, the Contracting Officer shall notify the Contractor in writing of the Charges to be in effect during the period October 1 of the current Calendar Year, through September 30, of the following Calendar Year, and such Charges shall replace the Charges in Exhibit B. All Charges due shall be based on the quantities of M&I Water shown in the United States' Monthly Water Statement (MWS) for the subject month. The MWS shall be regarded by the Contractor as a bill for the payment of appropriate Charges. Any monthly adjustment for overpayment or underpayment of Charges shall be accomplished through the adjustment of Charges due to the United States in the next month.

(c) Within 60 days of the expiration of this Contract, any payment made by the Contractor in excess of the total amount due to the United States pursuant to this Contract shall, at the option of the Contractor, be refunded by the United States to the Contractor or credited against other obligations due to the United States by the Contractor. With respect to

overpayment, such refund or credit shall constitute the sole remedy of the Contractor or anyone having, or claiming to have by or through the Contractor, the right to the use of any of the Temporary Water supply provided for herein.

(d) Payments to be made by the Contractor to the United States under this Contract may be paid from any revenues available to the Contractor.

RETURN FLOWS

8. The United States reserves the right to all seepage and return flow water derived from Temporary Water Delivered to the Contractor hereunder which escapes or is discharged beyond the Contractor's Service Area: Provided, That this shall not be construed as claiming for the United States any right to seepage or return flow being put to reasonable and beneficial use pursuant to this Contract within the Contractor's Service Area by the Contractor or those claiming by, through, or under the Contractor.

9. Omitted.

OPINIONS AND DETERMINATIONS

10. (a) Where the terms of this Contract provide for actions to be based upon the opinion or determination of either party to this Contract, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or determinations. Both parties, notwithstanding any other provisions of this Contract, expressly reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious, or unreasonable opinion or determination. Each opinion or determination by either party shall be provided in a timely manner. Nothing in subdivision (a) of this Article is intended to or shall affect or alter the standard of judicial review applicable under Federal law to any opinion or

determination implementing a specific provision of Federal law embodied in statute or regulation.

(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with the provisions of this Contract, the laws of the United States and the State of California, and the rules and regulations promulgated by the Secretary. Such determinations shall be made in consultation with the Contractor to the extent reasonably practicable.

CHARGES FOR DELINQUENT PAYMENTS

11. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

12. (a) The obligation of the Contractor to pay the United States as provided in this contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligation to the Contractor.

(b) The payment of charges becoming due pursuant to this contract is a condition precedent to receiving benefits under this contract. The United States shall not make water available to the Contractor through American River Division Project facilities during any period in which the Contractor is in arrears in the advance payment of water rates due the United.

The Contractor shall not deliver water under the terms and conditions of this contract for lands or parties that are in arrears in the advance payment of water rates as levied or established by the Contractor.

NOTICES

13. Any notice, demand, or request authorized or required by this Contract shall be deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or delivered to the Area Manager, Central California Area Office, 7794 Folsom Dam Road, Folsom, CA. 95630-1799, and on behalf of the United States, when mailed, postage prepaid, or delivered to the City Manager of the City of Roseville, 2005 Hilltop Circle, Roseville, California 95747. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this Article for other notices.

CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

14. The expenditure or advance of any money or the performance of any obligation of the United States under this contract shall be contingent upon appropriation or allotment of funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any obligations under this contract. No liability shall accrue to the United States in case funds are not appropriated or allotted.

OFFICIALS NOT TO BENEFIT

15. No Member of or Delegate to the Congress, Resident Commissioner, or official of the Contractor shall benefit from this contract other than as a water user or landowner in the same manner as other water users or landowners.

ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

16. The provisions of this contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

BOOKS, RECORDS, AND REPORTS

17. (a) The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this contract, including the Contractor's financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this contract.

(b) Nothing in this Article 15 shall be construed to limit or constrain the ability of the Contracting Officer to conduct contract compliance reviews of this Contract in accordance with Reclamation Manual Directives and Standards PEC 05-08, last revised September 29, 2014, as may be further revised, amended, modified, or superseded.

PROTECTION OF WATER AND AIR QUALITY

18. (a) Omitted.

(b) The United States does not warrant the quality of the water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of water delivered to the Contractor.

(c) The Contractor will comply with all applicable water and air pollution laws and regulations of the United States and the State of California; and will obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and will be responsible for compliance with all Federal[, State, and local] water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or project water provided by the Contractor within its Project Water Service Area.

(d) This article will not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

EQUAL EMPLOYMENT OPPORTUNITY

(Federal Construction)

19. The following language is required by Executive Order No. 11246 of September 24, 1965, in all government contracts unless and until it is superseded or amended.

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this nondiscrimination clause.

(b) The Contractor will, in all solicitations or advancements for employees placed by

or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the

Contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

20. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), [Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(d) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

CERTIFICATION OF NONSEGREGATED FACILITIES

21. The Contractor hereby certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location under its control where segregated facilities are maintained. It certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,

parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, disability, or otherwise. The Contractor further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES

A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

MEDIUM FOR TRANSMITTING PAYMENTS

22. (a) All payments from the Contractor to the United States under this contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

(b) Upon execution of the contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

CONTRACT DRAFTING CONSIDERATIONS

23. This Contract has been negotiated and reviewed by the parties hereto, each of whom is sophisticated in the matters to which this Contract pertains. The double-spaced articles of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party shall be considered to have drafted the stated articles. Single-spaced articles are standard articles pursuant to Reclamation policy.

422 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of
423 the day and year first above written.

424 UNITED STATES OF AMERICA

425 By: _____
426 Area Manager,
427 Drew Lessard
428 Central California Area Office,
429 Bureau of Reclamation

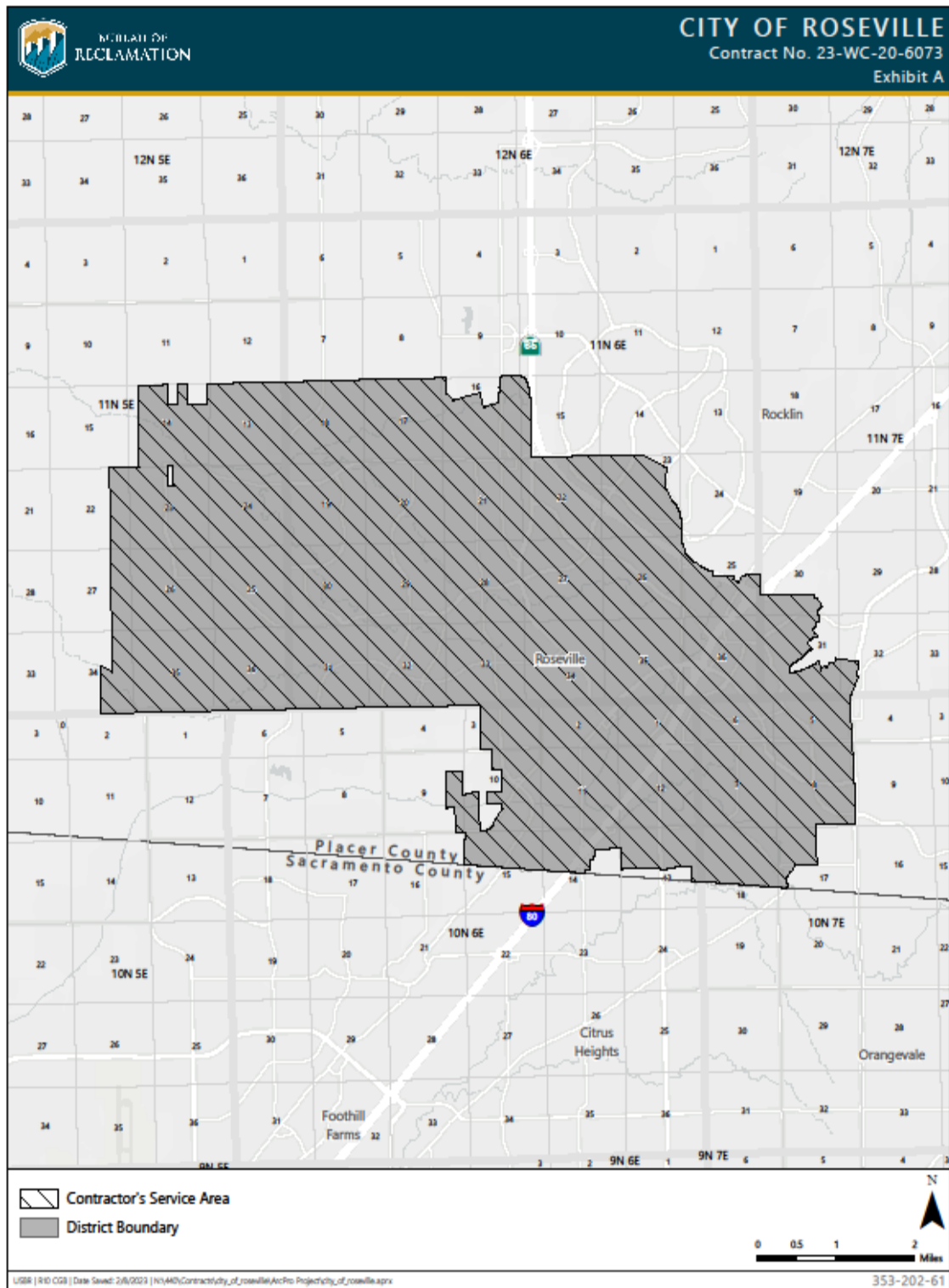
430 CITY OF ROSEVILLE
431 By: _____
 City Manager

432 (SEAL)

433 Attest:

434 By: _____
435 City Clerk

EXHIBIT A



Contract No. 23-WC-20-6073

EXHIBIT B

Year 2023
CITY OF ROSEVILLE
Rates and Charges
(Per Acre-Foot)

	M&I Water
Capital Component	
Conveyance	\$1.22
Conveyance Pumping	\$0
Direct Pumping	\$0
O&M Component	
Water Marketing	\$15.52
Conveyance ⁱ	\$0
Conveyance Pumping ⁱ	\$0
Direct Pumping	\$0
Total Cost of Service Rate	\$16.74
P.L. 102-575 Surchargesⁱⁱ	
Friant Surcharge	\$
Restoration Fund Surcharge	\$24.05
M&I Surcharge	\$
P.L. 106-377 Assessmentⁱⁱⁱ	
Trinity Public Utilities District	\$0.15
Total Charges and Assessments	\$24.20
Total Per Acre-Foot	\$40.94

ⁱ Conveyance and Conveyance Pumping O&M costs have been removed for ratesetting purposes and the Contractor will be directly billed by the Operating Non-Federal Entity.

ⁱⁱ The P.L. 102-575 Surcharges are required pursuant to Section 3407 of the *Central Valley Project Improvement Act*, Public Law 102-575, Title XXXIV, 106 Stat. 4706, and are determined annually on a fiscal year basis (October 1– September 30). The M&I Surcharge applies to Temporary Water purchased for M&I purposes by any State or local agency or other entity which has not previously been a Project customer prior to October 12, 1992. Entities which held only short-term or interim water service contracts prior to October 31, 1992, without right of renewal, are regarded as not having been a Project customer prior to October 31, 1992.

ⁱⁱⁱ The Trinity Public Utilities District Assessment is required pursuant to Section 203 of Public Law 106-377, and is determined annually for the period from and including March 1 of each Calendar Year through and including the last day of February of the following Calendar Year.



United States Department of the Interior

BUREAU OF RECLAMATION
Interior Region 10
Central California Area Office
7794 Folsom Dam Road
Folsom, California 95630-1799



IN REPLY REFER TO:

CC-400
2.2.4.22

Letter of Agreement Number 23-WC-20-6074

FEB 23 2023

VIA ELECTRONIC MAIL AND U.S. MAIL

Mr. Dominick Casey
City Manager
City of Roseville
2005 Hilltop Circle
Roseville, California 95747-9704
dcasey@roseville.ca.us

Subject: Letter of Agreement (LOA) Establishing a Reimbursable Account for the Temporary Water Service from the American River Division of the Central Valley Project for the Five-year period of March 1, 2023 – February 29, 2028.

Dear Mr. Casey:

The Bureau of Reclamation received the City of Roseville (City) February 1, 2023, e-mail requesting a Temporary Water Service Contract for the period March 1, 2023 – February 29, 2028. The purpose of this LOA is to obtain agreement from the City to pay, in advance, the costs incurred by Reclamation, which may include, but are not limited to, preparation of draft temporary water service contract; the development and/or review of all environmental documentation necessary for compliance with National Environmental Policy Act and the Endangered Species Act; meetings, consultations and research, other activities required to ensure compliance with state and Federal law, and administrative and overhead costs expended by Reclamation; and preparation of Contracts for Temporary Water Service from the American River Division of the Central Valley Project for the five year period of 2023 – 2028.

By counter signing this LOA, the City agrees to the following conditions:

1. The City shall submit to Reclamation an initial advance deposit of \$5,000 to be deposited into an account established for this action. Reclamation agrees the total cost to complete this process shall not exceed \$5,000 absent further written approval by the City.
2. Upon written request, Reclamation shall provide the City with a quarterly statement of account balance and a summary of expenses incurred by Reclamation in connection with this action. In the event Reclamation foresees expenditures in excess of the account balance, Reclamation shall notify the City of the need for additional deposits in excess of the foregoing amount and shall provide the City with a detailed itemization

INTERIOR REGION 10 • CALIFORNIA-GREAT BASIN

CALIFORNIA*, NEVADA*, OREGON*

* PARTIAL

of anticipated expenditures, and the City shall pay the amount requested to Reclamation within 10 days of the request.

3. At the City's request, Reclamation shall provide a detailed record of actual costs incurred by Reclamation within 60 days of such request.

4. This LOA is effective as of the date signed by the City and will remain in effect until February 29, 2028, or this LOA is terminated by either party upon 30 days written notice to the other party, provided that the City shall submit additional funds if needed, to pay Reclamation's costs up to date of termination. Any excess funds in the account will be refunded to the City within 60 days after termination of this LOA.

Please have the appropriate individual sign this LOA, provide documentation which authorizes the individual to sign on behalf of the City, and return the signed LOA and the requested documentation to the Bureau of Reclamation, Central California Area Office, 7794 Folsom Dam Road Folsom, CA 95630, Attention: Ms. Kellye Kennedy, or e-mail to KKennedy@usbr.gov.

A down payment (DP) invoice will be forwarded to you via email. You have the option of sending the check via United States Postal Service mail or via overnight mail. Please remit the DP invoice and the check directly to the appropriate bank lockbox address that is imprinted on the invoice. Reclamation will forward DP invoices for subsequent advance requests. Please retain the copies for your records.

If you have any questions, please contact Ms. Kellye Kennedy, Supervisory Repayment Specialist at (916) 537-7050 or at kkennedy@usbr.gov.

Sincerely,

ACTING FOR



Drew Lessard
Area Manager

CITY OF ROSEVILLE

Signature

Date



COUNCIL COMMUNICATION

CC #: 2583
File #: 0709-01

Title:	2022 Housing Element Annual Progress Report and 2022 General Plan Annual Progress Report
Contact:	Trisha Isom 916-746-1239 tisom@roseville.ca.us Sara Thornton 916-774-5295 srthornton@roseville.ca.us Lauren Hocker 916-774-5272 lhocker@roseville.ca.us

Meeting Date: 3/15/2023
Item #: 6.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the 2022 Housing Element Annual Progress Report and the 2022 General Plan Annual Progress Report, and authorize submittal of both reports and related documents to the State Housing and Community Development Department and the Office of Planning and Research in accordance with Section 65400(a)(2) of California Government Code.

BACKGROUND

After each jurisdiction's General Plan or Housing Element has been adopted, Section 65400(a)(2) of the California Government Code requires the jurisdiction to provide annual reports to their legislative body, the State Office of Planning and Research (OPR) and the State Department of Housing and Community Development (HCD) on the status of the plan and progress in its implementation. The General Plan Annual Progress Report must describe the status of the plan and any progress in its implementation. The Housing Element Annual Progress Report is required to use the standards and forms provided by HCD and must detail progress in meeting the City's share of regional housing needs, determined pursuant to California Government Code Section 65584, and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing pursuant to California Government Code 65583(c)(3).

Roseville General Plan

On August 5, 2020 the City Council adopted an updated 2035 General Plan. The Housing Element was not updated at that time because Housing Elements are updated on 8-year cycles defined by state law. The General Plan progress report attached to this Council Communication describes notable activities and projects undertaken within the last year which implement or modify the General Plan. The report concludes that modification of General Plan policies and programs is not needed at this time.

Roseville Housing Element

On August 18, 2021, the City Council adopted the 2021–2029 Housing Element. HCD subsequently confirmed the updated Housing Element was in compliance with State Housing Element Law on November 17, 2021. The 2022 Housing Element progress report covers the City's housing policies, goals and objectives for this last year within the 8-year reporting period. Submitting the 2022 Housing Element Annual Progress Report to HCD by April 1, 2023 allows the City of Roseville to maintain its eligibility to receive State-administered grant funds such as the Permanent Local Housing Allocation, Local Housing Trust Fund, and the new Prohousing Incentive Pilot program funds. Additional interest at the state level in Housing Element compliance makes this reporting even more important, as it could also link to eligibility for transportation and other non-housing funds.

In the planning process leading up to the current Housing Element period, the Sacramento Area Council of Governments (SACOG) determined the Regional Housing Needs Allocation (RHNA) for the six-county region, including the City of Roseville, in accordance with State law. The RHNA allocates to each local jurisdiction its fair share requirement for meeting the area's housing needs in all income categories for the years during this plan period. The City's fair share housing need, as determined by SACOG, is 12,066 dwelling units (3,855 very low-income units, 2,323 low-income units, 1,746 moderate-income units, and 4,142 above moderate-income units) over the designated planning period. To meet this need, the City is required to identify land that is able to accommodate these quantities and income levels of development and track development throughout the planning period.

The City of Roseville has historically provided for the future production of affordable housing units through its local policy requiring ten percent of new housing specific plans to be affordable. Since its inception in 1989, this local policy has resulted in the production and regulation of 3,958 affordable units, with an average of 110 units added per year. Beyond the ten percent requirement, the City has also incentivized affordable housing development through the provision of land and subsidized loans for this purpose. In addition to the 198 rental units to be provided by Hampstead Companies in west Roseville, the City is also working to approve several new developments in the West Roseville Specific Plan, the Creekview Specific Plan as well as downtown Roseville. The proposed projects will include over 1,000 affordable units. There are also several purchase unit obligations throughout the infill area that could net another 100 affordable units. Certain projects have been able to exceed local affordable housing requirements using state bond financing options as well as Project Based Vouchers, provided by the Roseville Housing Authority, which have allowed for deeper income targeting and greater affordability for residents. In 2022, the City approved over 1,800 building permits, of which 111 were for lower-income units and 673 were for moderate-income units.

The attached Housing Element Annual Progress Report identifies housing activity and progress in meeting Roseville's portion of the RHNA during the 2022 calendar year. This report includes the following tables:

Table A: Housing Development Applications Submitted

Table A2: Annual Building Activity Report

Table B: Regional Housing Needs Allocation Progress – 2021 - 2029

Table C: Does Not Apply to 2022 Housing Element

Table D: Program Implementation Status from current Housing Element

Table E: Does not apply – Roseville did not approve any commercial development bonuses in 2022

Table F: Does not apply – The Housing Element does not include a program to rehabilitate, preserve or acquire units

Table F2: Does not apply- Roseville did not have any above moderate-income units converted to moderate-income

Table G: Does not apply – no land is included in the inventory identified in the Housing Element Summary Table

Table H: List of Locally Owned Surplus Sites

Summary: Building Permits Issued by Affordability Level

Table I: Units constructed and applications for lot splits. This table is in reference to applications and units constructed under SB9

Table J: Does not apply- Roseville does not have any student housing developments for lower-income students

LEAP Reporting: Local Early Action Plan Grant Report

The 2022 Annual Progress report is the second report in the 8-year reporting period and the report includes all permits and projects submitted during calendar year 2022. The City of Roseville is working to meet its obligations in providing the land inventory necessary to meet its RHNA requirements and continues to meet program and policy goals of local incentives and reductions in government barriers. Construction of sites can be challenging in the private market due to the increased cost of building supplies, decreased workforce and extremely competitive financing for affordable projects.

The City is also required to submit the Housing Successor's Annual Report of the Low and Moderate-Income Housing Asset Fund (Low/Mod) for each fiscal year. The Housing Successor's Low/Mod Fund for FY21-22 was approved by City Council on December 21, 2022 and will be submitted to the state as required. Once the Housing Element and General Plan Annual Progress Reports are acted upon by the City Council, staff will submit all necessary documents in compliance with state requirements.

FISCAL IMPACT

The staff cost to develop the 2022 Housing Element and General Plan Annual Progress Reports was included in the FY2022-23 adopted budget.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of the 2022 Housing Element and General Plan Annual Progress Reports meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Trisha Isom, Housing Manager

Melissa Anguiano, Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-090

2022 Housing Element APR

21.22 Report of Required Information

2022 General Plan Annual Progress Report

RESOLUTION NO. 23-090

APPROVING THE 2022 HOUSING ELEMENT ANNUAL PROGRESS REPORT AND
APPROVING THE 2022 GENERAL PLAN ANNUAL PROGRESS REPORT

WHEREAS, on August 5, 2020, the City Council adopted an updated 2035 General Plan;
and

WHEREAS, on August 18, 2021, the City Council approved the General Plan's Housing
Element update, which was an eight-year document (2021-2029); and

WHEREAS, Section 65400(a)(2) of the Government Code of the State of California
requires an annual report to the City Council, the State Department of Housing and Community
Development and the State Office of Planning and Research; and

WHEREAS, the City Council has reviewed the 2022 Housing Element Annual Progress
Report and the 2022 General Plan Annual Progress Report.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville
hereby approves the 2022 Housing Element Annual Progress Report and the 2022 General Plan
Annual Progress Report and directs staff to submit them to the State Department of Housing and
Community Development and the State Office of Planning and Research.

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

	A	B	C	D	F	G
1	Please Start Here					
2						
3	General Information					
4	Jurisdiction Name	Roseville		Optional: Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.		
5	Reporting Calendar Year	2022				
6	Contact Information					
7	First Name	Sara				
8	Last Name	Thornton				
9	Title	Housing Analyst		Click here to download APR Instructions		
10	Email	srthornton@roseville.ca.us				
11	Phone	9167745295				
12	Mailing Address					
13	Street Address	316 Vernon St., Suite 150				
14	City	Roseville				
15	Zipcode	95678				
16				12.28.22		

Optional: This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

Optional: Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is reopened.

Optional: This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://apr.hcd.ca.gov/APR/login.do>

Submittal Instructions

Please save your file as Jurisdictionname2022 (no spaces). Example: the city of San Luis Obispo would save their file as SanLuisObispo2022

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

1. Online Annual Progress Reporting System - Please see the link to the online system to the left. This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email APR@hcd.ca.gov and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is opr.apr@opr.ca.gov.*

2. Email - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at APR@hcd.ca.gov and to OPR at opr.apr@opr.ca.gov. Please send the Excel workbook, not a scanned or PDF copy of the tables.

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Worksheet: Housing Element Progress Report
Worksheet: Housing Element Progress Report

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

See "Worksheet" for additional data
This is a public document and should not be used for internal purposes.

2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031	2031-2032	2032-2033	2033-2034	2034-2035	2035-2036	2036-2037	2037-2038	2038-2039	2039-2040	2040-2041	2041-2042	2042-2043	2043-2044	2044-2045	2045-2046	2046-2047	2047-2048	2048-2049	2049-2050	2050-2051	2051-2052	2052-2053	2053-2054	2054-2055	2055-2056	2056-2057	2057-2058	2058-2059	2059-2060	2060-2061	2061-2062	2062-2063	2063-2064	2064-2065	2065-2066	2066-2067	2067-2068	2068-2069	2069-2070	2070-2071	2071-2072	2072-2073	2073-2074	2074-2075	2075-2076	2076-2077	2077-2078	2078-2079	2079-2080	2080-2081	2081-2082	2082-2083	2083-2084	2084-2085	2085-2086	2086-2087	2087-2088	2088-2089	2089-2090	2090-2091	2091-2092	2092-2093	2093-2094	2094-2095	2095-2096	2096-2097	2097-2098	2098-2099	2099-2100	2100-2101	2101-2102	2102-2103	2103-2104	2104-2105	2105-2106	2106-2107	2107-2108	2108-2109	2109-2110	2110-2111	2111-2112	2112-2113	2113-2114	2114-2115	2115-2116	2116-2117	2117-2118	2118-2119	2119-2120	2120-2121	2121-2122	2122-2123	2123-2124	2124-2125	2125-2126	2126-2127	2127-2128	2128-2129	2129-2130	2130-2131	2131-2132	2132-2133	2133-2134	2134-2135	2135-2136	2136-2137	2137-2138	2138-2139	2139-2140	2140-2141	2141-2142	2142-2143	2143-2144	2144-2145	2145-2146	2146-2147	2147-2148	2148-2149	2149-2150	2150-2151	2151-2152	2152-2153	2153-2154	2154-2155	2155-2156	2156-2157	2157-2158	2158-2159	2159-2160	2160-2161	2161-2162	2162-2163	2163-2164	2164-2165	2165-2166	2166-2167	2167-2168	2168-2169	2169-2170	2170-2171	2171-2172	2172-2173	2173-2174	2174-2175	2175-2176	2176-2177	2177-2178	2178-2179	2179-2180	2180-2181	2181-2182	2182-2183	2183-2184	2184-2185	2185-2186	2186-2187	2187-2188	2188-2189	2189-2190	2190-2191	2191-2192	2192-2193	2193-2194	2194-2195	2195-2196	2196-2197	2197-2198	2198-2199	2199-2200	2200-2201	2201-2202	2202-2203	2203-2204	2204-2205	2205-2206	2206-2207	2207-2208	2208-2209	2209-2210	2210-2211	2211-2212	2212-2213	2213-2214	2214-2215	2215-2216	2216-2217	2217-2218	2218-2219	2219-2220	2220-2221	2221-2222	2222-2223	2223-2224	2224-2225	2225-2226	2226-2227	2227-2228	2228-2229	2229-2230	2230-2231	2231-2232	2232-2233	2233-2234	2234-2235	2235-2236	2236-2237	2237-2238	2238-2239	2239-2240	2240-2241	2241-2242	2242-2243	2243-2244	2244-2245	2245-2246	2246-2247	2247-2248	2248-2249	2249-2250	2250-2251	2251-2252	2252-2253	2253-2254	2254-2255	2255-2256	2256-2257	2257-2258	2258-2259	2259-2260	2260-2261	2261-2262	2262-2263	2263-2264	2264-2265	2265-2266	2266-2267	2267-2268	2268-2269	2269-2270	2270-2271	2271-2272	2272-2273	2273-2274	2274-2275	2275-2276	2276-2277	2277-2278	2278-2279	2279-2280	2280-2281	2281-2282	2282-2283	2283-2284	2284-2285	2285-2286	2286-2287	2287-2288	2288-2289	2289-2290	2290-2291	2291-2292	2292-2293	2293-2294	2294-2295	2295-2296	2296-2297	2297-2298	2298-2299	2299-2300	2300-2301	2301-2302	2302-2303	2303-2304	2304-2305	2305-2306	2306-2307	2307-2308	2308-2309	2309-2310	2310-2311	2311-2312	2312-2313	2313-2314	2314-2315	2315-2316	2316-2317	2317-2318	2318-2319	2319-2320	2320-2321	2321-2322	2322-2323	2323-2324	2324-2325	2325-2326	2326-2327	2327-2328	2328-2329	2329-2330	2330-2331	2331-2332	2332-2333	2333-2334	2334-2335	2335-2336	2336-2337	2337-2338	2338-2339	2339-2340	2340-2341	2341-2342	2342-2343	2343-2344	2344-2345	2345-2346	2346-2347	2347-2348	2348-2349	2349-2350	2350-2351	2351-2352	2352-2353	2353-2354	2354-2355	2355-2356	2356-2357	2357-2358	2358-2359	2359-2360	2360-2361	2361-2362	2362-2363	2363-2364	2364-2365	2365-2366	2366-2367	2367-2368	2368-2369	2369-2370	2370-2371	2371-2372	2372-2373	2373-2374	2374-2375	2375-2376	2376-2377	2377-2378	2378-2379	2379-2380	2380-2381	2381-2382	2382-2383	2383-2384	2384-2385	2385-2386	2386-2387	2387-2388	2388-2389	2389-2390	2390-2391	2391-2392	2392-2393	2393-2394	2394-2395	2395-2396	2396-2397	2397-2398	2398-2399	2399-2400	2400-2401	2401-2402	2402-2403	2403-2404	2404-2405	2405-2406	2406-2407	2407-2408	2408-2409	2409-2410	2410-2411	2411-2412	2412-2413	2413-2414	2414-2415	2415-2416	2416-2417	2417-2418	2418-2419	2419-2420	2420-2421	2421-2422	2422-2423	2423-2424	2424-2425	2425-2426	2426-2427	2427-2428	2428-2429	2429-2430	2430-2431	2431-2432	2432-2433	2433-2434	2434-2435	2435-2436	2436-2437	2437-2438	2438-2439	2439-2440	2440-2441	2441-2442	2442-2443	2443-2444	2444-2445	2445-2446	2446-2447	2447-2448	2448-2449	2449-2450	2450-2451	2451-2452	2452-2453	2453-2454	2454-2455	2455-2456	2456-2457	2457-2458	2458-2459	2459-2460	2460-2461	2461-2462	2462-2463	2463-2464	2464-2465	2465-2466	2466-2467	2467-2468	2468-2469	2469-2470	2470-2471	2471-2472	2472-2473	2473-2474	2474-2475	2475-2476	2476-2477	2477-2478	2478-2479	2479-2480	2480-2481	2481-2482	2482-2483	2483-2484	2484-2485	2485-2486	2486-2487	2487-2488	2488-2489	2489-2490	2490-2491	2491-2492	2492-2493	2493-2494	2494-2495	2495-2496	2496-2497	2497-2498	2498-2499	2499-2500	2500-2501	2501-2502	2502-2503	2503-2504	2504-2505	2505-2506	2506-2507	2507-2508	2508-2509	2509-2510	2510-2511	2511-2512	2512-2513	2513-2514	2514-2515	2515-2516	2516-2517	2517-2518	2518-2519	2519-2520	2520-2521	2521-2522	2522-2523	2523-2524	2524-2525	2525-2526	2526-2527	2527-2528	2528-2529	2529-2530	2530-2531	2531-2532	2532-2533	2533-2534	2534-2535	2535-2536	2536-2537	2537-2538	2538-2539	2539-2540	2540-2541	2541-2542	2542-2543	2543-2544	2544-2545	2545-2546	2546-2547	2547-2548	2548-2549	2549-2550	2550-2551	2551-2552	2552-2553	2553-2554	2554-2555	2555-2556	2556-2557	2557-2558	2558-2559	2559-2560	2560-2561	2561-2562	2562-2563	2563-2564	2564-2565	2565-2566	2566-2567	2567-2568	2568-2569	2569-2570	2570-2571	2571-2572	2572-2573	2573-2574	2574-2575	2575-2576	2576-2577	2577-2578	2578-2579	2579-2580	2580-2581	2581-2582	2582-2583	2583-2584	2584-2585	2585-2586	2586-2587	2587-2588	2588-2589	2589-2590	2590-2591	2591-2592	2592-2593	2593-2594	2594-2595	2595-2596	2596-2597	2597-2598	2598-2599	2599-2600	2600-2601	2601-2602	2602-2603	2603-2604	2604-2605	2605-2606	2606-2607	2607-2608	2608-2609	2609-2610	2610-2611	2611-2612	2612-2613	2613-2614	2614-2615	2615-2616	2616-2617	2617-2618	2618-2619	2619-2620	2620-2621	2621-2622	2622-2623	2623-2624	2624-2625	2625-2626	2626-2627	2627-2628	2628-2629	2629-2630	2630-2631	2631-2632	2632-2633	2633-2634	2634-2635	2635-2636	2636-2637	2637-2638	2638-2639	2639-2640	2640-2641	2641-2642	2642-2643	2643-2644	2644-2645	2645-2646	2646-2647	2647-2648	2648-2649	2649-2650	2650-2651	2651-2652	2652-2653	2653-2654	2654-2655	2655-2656	2656-2657	2657-2658	2658-2659	2659-2660	2660-2661	2661-2662	2662-2663	2663-2664	2664-2665	2665-2666	2666-2667	2667-2668	2668-2669	2669-2670	2670-2671	2671-2672	2672-2673	2673-2674	2674-2675	2675-2676	2676-2677	2677-2678	2678-2679	2679-2680	2680-2681	2681-2682	2682-2683	2683-2684	2684-2685	2685-2686	2686-2687	2687-2688	2688-2689	2689-2690	2690-2691	2691-2692	2692-2693	2693-2694	2694-2695	2695-2696	2696-2697	2697-2698	2698-2699	2699-2700	2700-2701	2701-2702	2702-2703	2703-2704	2704-2705	2705-2706	2706-2707	2707-2708	2708-2709	2709-2710	2710-2711	2711-2712	2712-2713	2713-2714	2714-2715	2715-2716	2716-2717	2717-2718	2718-2719	2719-2720	2720-2721	2721-2722	2722-2723	2723-2724	2724-2725	2725-2726	2726-2727	2727-2728	2728-2729	2729-2730	2730-2731	2731-2732	2732-2733	2733-2734	2734-2735	2735-2736	2736-2737	2737-2738	2738-2739	2739-2740	2740-2741	2741-2742	2742-2743	2743-2744	2744-2745	2745-2746	2746-2747	2747-2748	2748-2749	2749-2750	2750-2751	2751-2752	2752-2753	2753-2754	2754-2755	2755-2756	2756-2757	2757-2758	2758-2759	2759-2760	2760-2761	2761-2762	2762-2763	2763-2764	2764-2765	2765-2766	2766-2767	2767-2768	2768-2769	2769-2770	2770-2771	2771-2772	2772-2773	2773-2774	2774-2775	2775-2776	2776-2777	2777-2778	2778-2779	2779-2780	2780-2781	2781-2782	2782-2783	2783-2784	2784-2785	2785-2786	2786-2787	2787-2788	2788-2789	2789-2790	2790-2791	2791-2792	2792-2793	2793-2794	2794-2795	2795-2796	2796-2797	2797-2798	2798-2799	2799-2800	2800-2801	2801-2802	2802-2803	2803-2804	2804-2805	2805-2806	2806-2807	2807-2808	2808-2809	2809-2810	2810-2811	2811-2812	2812-2813	2813-2814	2814-2815	2815-2816	2816-2817	2817-2818	2818-2819	2819-2820	2820-2821	2821-2822	2822-2823	2823-2824	2824-2825	2825-2826	2826-2827	2827-2828	2828-2829	2829-2830	2830-2831	2831-2832	2832-2833	2833-2834	2834-2835	2835-2836	2836-2837	2837-2838	2838-2839	2839-2840	2840-2841	2841-2842	2842-2843	2843-2844	2844-2845	2845-2846	2846-2847	2847-2848	2848-2849	2849-2850	2850-2851	2851-2852	2852-2853	2853-2854	2854-2855	2855-2856	2856-2857	2857-2858	2858-2859	2859-2860	2860-2861	2861-2862	2862-2863	2863-2864	2864-2865	2865-2866	2866-2867	2867-2868	2868-2869	2869-2870	2870-2871	2871-2872	2872-2873	2873-2874	2874-2875	2875-2876	2876-2877	2877-2878	2878-2879	2879-2880	2880-2881	2881-2882	2882-2883	2883-2884	2884-2885	2885-2886	2886-2887	2887-2888	2888-2889	2889-2890	2890-2891	2891-2892	2892-2893	2893-2894	2894-2895	289
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Jurisdiction	Roseville	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	05/15/2021 - 05/15/2029

ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1		2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2021-05/14/2021	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	3,855	-	-	2	-	-	-	-	-	-	-		
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	2	3,853
Low	Deed Restricted	2,323	-	-	83	-	-	-	-	-	-	-		
	Non-Deed Restricted		-	10	26	-	-	-	-	-	-	-	119	2,204
Moderate	Deed Restricted	1,746	-	5	3	-	-	-	-	-	-	-		
	Non-Deed Restricted		-	465	670	-	-	-	-	-	-	-	1,143	603
Above Moderate		4,142	-	641	1,053	-	-	-	-	-	-	-	1,694	2,448
Total RHNA		12,066												
Total Units			-	1,121	1,837	-	-	-	-	-	-	-	2,958	9,108
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5											6	7
		Extremely low-Income Need		2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date	Total Units Remaining
Extremely Low-Income Units*		1,928	-	8	-	-	-	-	-	-	-	-	8	1,920

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction Roseville

Reporting Year 2022 (Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Federal and State Programs - HCV (Federal)	Minimum of 65 Housing Choice Vouchers per year, 49 of them to extremely low income households	Annual applications, 2021-2029	RHA issued a total of 59 HCV's and 2 PBV's 38 HCV's and 2 PBV's were extremely low income. RHA was placed in shortfall prevention protocol per HUD and ceased issuing vouchers in June 2022.
Federal and State Programs - Housing Rehabilitation Program	Assist 6 low income homeowners per year	Annual applications, 2021-2029	Owner-occupied Rehab program assisted 5 low-income homeowners
Density Bonus Program	To increase the City's supply of affordable housing	Ongoing, and at least annually	The City did not receive any applications which included a request for a density bonus during 2022.
Accessory Dwelling Units Ordinance	Issue building permits for a minimum of 10 units annually (five times the average rate between 2013 and 2017) for a total of 80 units	Ongoing, and at least annually	The City issued building permits for 13 ADUs in 2022.
Condominium Conversion Ordinance	To support the conversion of rental units to condominiums	Ongoing, and at least annually	No requests for condominium conversions were received.
Streamline Project Processing	Complete 100% of applications within the City's adopted schedules	Ongoing, as applications are processed	The City implemented a tracking tool to monitor all tasks relative to due dates. Since tracking began, Planning, Engineering, and Building have completed 92% of tasks by their due dates. For the 6% where due dates were not met, tasks were typically late by a few days. In rare instances, tasks were reported as late because a task was not registered as "complete" by the deadline, but were not actually late because the project was on hold at the request of the applicant.

Specific Plan Areas (SPA)	Ensure affordable units are integrated throughout the SPA and provide 10% of total SPA units as affordable units, consistent with Land Use Element Policy LU5.5.	Ongoing, as SPAs are approved	No new Specific Plans were approved because no new land was annexed. As described in the Housing Element, the City's existing Specific Plans are consistent with this program.
Public/Private Partnerships	Ensure affordable units are integrated throughout the SPA and provide 10% of total SPA units as affordable units, consistent with Land Use Element Policy LU5.5.	Ongoing Roseville Specific Plan Process	As described in the Housing Element, the City's existing Specific Plans are consistent with this program.
Affordable Housing Agreements	Provide 10% of total SPA units as affordable units, consistent with Land Use Element Policy LU5.5.	Ongoing and Annual Monitoring	100% of Affordable Housing Agreements were reviewed virtually in 2022, and were consistent with this program.
In-Lieu Fees	Provide 10% of total SPA units as affordable units, consistent with Land Use Element Policy LU5.5.	Ongoing, as SPAs are approved	One In Lieu fee was collected for two affordable purchase sites that would not have been affordable. The Fee was deposited into the City's Local Housing Trust Fund and used to apply for matching funds and loan for affordable housing development.
Non-Residential Construction Fee	Provide additional funding sources for affordable housing	2021	Consistent with the program direction to review establishment of a fee by 2021, the City completed a commercial linkage fee nexus study, and released the study, discussion materials, and a draft ordinance for public review in November 2021.
Preservation of Affordable Housing	To ensure affordable units remain affordable for as long as possible	Ongoing, and at least annually	No affordable units were at risk during the 2022 review period. Registration as a Qualified Entity with HCD was approved.
Housing Successor Agency	Gap financing for future developments and Homeless Prevention and Rapid Rehousing Program	2021-2029	The City used \$250,000 in Low/Mod funds to supplement the Homeless Prevention and Rapid Rehousing Program.
Residential Capacity Monitoring (No Net Loss)	Evaluate 100% of residential applications for RHNA consistency	Ongoing as applications received, and at least monthly	100% of projects were reviewed for consistency with the City's RHNA targets. Also see the program below, Rezone Program for Adequate Sites.

Rezone Program for Adequate Sites	Achieve a minimum lower income capacity of 6,178 units by 2024	2024	The City effectuated two of the Rezone Program strategies in 2022: Strategy 1, Commercial Corridors and Strategy 4, Vacant Sites - Residential Intensification. The City adopted the Commercial Corridor Specific Plans project on December 21, 2022 (www.roseville.ca.us/corridorplans). The Specific Plans include process streamlining for high density housing projects and commercial reinvestment projects and California Environmental Quality Act streamlining via the provisions for residential projects consistent with the Specific Plan (Government Code section 65457) for up to 850 units of high density residential development. The Specific Plans permit greater levels of development, but provides all necessary CEQA coverage - including utility studies for system upgrades - for up to 850 units. This exceeds the 400 units estimated in the Housing Element for this strategy. The City adopted a land use policy pursuant to Strategy 4 on July 6, 2022. The land use policy, entitled "Guidelines for Specific Plan Amendments Affecting or Proposing Residential Land Use Capacity" requires applicants proposing residential amendments to an existing Specific Plan to also include amendments which would increase the density of existing, vacant High Density Residential sites within the affected Specific Plan which the applicant also owns (https://www.roseville.ca.us/cms/One.aspx?portalId=7964922&pageId=8774468). Since Housing Element adoption, the City's capacity has increased from 4,400 units to 5,250 units.
Affordable Housing Streamlining	To streamline the approval of affordable housing projects by providing a ministerial approval process, thereby shortening timeframes by an average of three to five months and fees by \$8,000 or more	Ongoing as applications are received, and at least annually	Two affordable housing projects were approved using the City's ministerial Objective Design Standards process in 2022. The Creekview Family Affordable Apartments project (116 units) and the 300 Taylor Development project (72 units).
Prioritize Affordable Housing	To facilitate and incentivize the construction of affordable housing. The goal is for 100% of affordable housing projects to leverage this program	2024 and ongoing	City Council approved amendments to the City's Subdivision Ordinance on April 6, 2022 which established ministerial mapping processes for affordable housing projects, consistent with this policy. The process allows ministerial parcel maps, lot line adjustments, and voluntary mergers.
Housing Replacement Program	To ensure conservation and replacement of affordable units	Ongoing, as applications are received	No affordable units needed replacement during the 2022 review period

Accessory Dwelling Unit Outreach Program	Ensure 100% of multifamily property owners who contact the City receive information on accessory dwelling units	2022	Informational brochures for both single-family and multi-family properties were developed and published in 2021. The brochures are available on the City's website, and are also displayed in hard copy at the City's Permit Center.
Federal and State Programs - Section 8 HCV (Federal)	Effectively implement federal and state programs and leverage funding opportunities, increase the number of participating properties in high resource areas of the City, and obtain funding for affordable housing projects serving special needs populations	Ongoing, as funding is available, and at least annually	RHA made 75 PBVs available under an RFP, RHA received 6 applications from developers and awarded 60 PBV in total for all projects. The application process is ongoing until we reach the 75 voucher limit. RHA continues to offer Small Area Fair Market Rents and instituted a Landlord Incentive Program for those renting to Emergency Housing Voucher holders
Federal and State Programs - Section 202 (Federal)	Effectively implement federal and state programs and leverage funding opportunities, increase the number of participating properties in high resource areas of the City, and obtain funding for affordable housing projects serving special needs populations	Ongoing, as funding is available, and at least annually	There were no applications by housing developers to use Section 202 funding in 2022
Federal and State Programs - CDBG (Federal)	Effectively implement federal and state programs and leverage funding opportunities, increase the number of participating properties in high resource areas of the City, and obtain funding for affordable housing projects serving special needs populations	Ongoing, as funding is available, and at least annually	Public Services Programs consisted of a transitional housing program for persons with mental illness, family mental wellness program, Meals on Wheels, a food delivery program, a victims services program, an emergency shelter program, and a mental wellness program. The programs helped 1,066 households - 335 disabled, 249 elderly, 293 homeless and 259 female heads of household. CDBG CV Programs consisted of homeless prevention and utility assistance, and after-school care for homeless students. These programs helped 96 households - 39 disabled, 3 elderly, and 26 female heads of household. One public facility was acquired at the end of 2022, which will provide services for residents undergoing a mental health crisis, beginning 2022.

Housing Rehabilitation Program - Home (State) and CDBG (Federal)	Effectively implement federal and state programs and leverage funding opportunities, increase the number of participating properties in high resource areas of the City, and obtain funding for affordable housing projects serving special needs populations	Ongoing, as funding is available, and at least annually	The Housing Rehabilitation Program served 5 households in Roseville. A total of \$259,443 in CDBG funds was invested to rehab 5 homes.
Public Service Funds	Effectively implement federal and state programs and leverage funding opportunities, increase the number of participating properties in high resource areas of the City, and obtain funding for affordable housing projects serving special needs populations	Ongoing, as funding is available, and at least annually	Public Services Programs consisted of a transitional housing program for persons with mental illness, family mental wellness program, Meals on Wheels, a food delivery program, a victims services program, an emergency shelter program, and a mental wellness program. The programs helped 1,066 households - 335 disabled, 249 elderly, 293 homeless and 259 female heads of household. CDBG CV Programs consisted of homeless prevention and utility assistance, and after-school care for homeless students. These programs helped 96 households - 39 disabled, 3 elderly, and 26 female heads of household. One public facility was acquired at the end of 2022, which will provide services for residents undergoing a mental health crisis, beginning 2023.
Homeless Prevention and Rapid Rehousing Program	Fund non-profits to implement homeless prevention and rapid rehousing programs such as rent, utilities, and deposit payments, homeless hotel vouchers and ready-to-rent programs	Ongoing, as funding is available, and at least annually	A.S.K. (AMI Housing, Saint Vincent de Paul, KIDS), Salvation Army, VOA, The Gathering Inn, and Stand up Placer with Lighthouse are working together to provide prevention efforts and re-housing services to the homeless population. For CY 2022, \$799,892.90 was awarded to this network of agencies has been spent on homeless prevention and rapid rehousing. Services provided include rent, utility, and deposit assistance, emergency hotel vouchers, ready to rent classes, and housing navigation. A total of 1302 persons have been served: 69 seniors, 42 veterans, 536 people with disabilities, 291 families, and 52 transition aged-youth (TAY).
Roseville Community Grants Funds	Provide funding to public agencies and non-profits for programs that benefit and support the Roseville community	Ongoing, as funding is available, and at least annually	The Grants Advisory Commission awarded \$359,334 to 21 non-profit organizations for use between July 2021 and June 2022

Address Significant Disparities and Increase Opportunities	To ensure that direct and indirect government activities and influence is equitable and supports access to housing opportunists for all groups. Metrics for success include 700 low, very low, and extremely low income households assisted with rental assistance; 15 owner-occupied rehab projects (based on current funding levels)within a disadvantaged community area or at risk of displacement; at least 1 permanent supportive housing project explored annually.	Ongoing, and at least annually	For CY 2022, there were 719 voucher-assisted households per month, 5 owner-occupied rehab projects completed, and the City of Roseville supported the conversion of the Hampton Inn Project Roomkey site to the Sunrose Apartments, a permanent supportive housing project. .
Homeless Outreach	Contact 50 high-risk community members per month	Ongoing, and at least annually	276 high-risk community members were contacted. This goal was designed for two staff members, however only one staff member is working on outreach due to staffing shortage.
Family Mobile Team	A minimum of 350 interactions annually	Ongoing, and at least annually	For CY 2022, a total of 140 FMT encounters have been made.
Family Reunification Program	Reunification of at least 20 individuals experiencing homelessness	Ongoing, and at least annually	Calendar year 2022, 18 individuals were reunified.
Regional Housing Programs	Participate in regional approaches to affordable housing	Annually	The City holds a board member seat and co-chairs the CA 515 Continuum of Care, and participates in monthly Placer County sponsored regional conversations including how PHAs can grow affordable housing in the region, affordability requirements, valuable in lieu fees, information sharing, etc.
Fair Housing and Housing Discrimination Legal Services	To ensure residents are informed of their housing rights and are provided with support on fair housing issues, and that City actions do not create barriers to fair housing or impact choice. Annually, 50 responses to inquiries; at least 1 Fair Housing Workshop; Adequate annual funding, \$12,000 for 2022, future years amount responsive to resources/needs.	Ongoing, and at least annually	One Fair Housing workshop conducted and 5 agency networking activities. Expenditures for the year totaled \$33,120 with \$11,577 contract balance remaining. A total of 39 persons served (9 persons with disabilities, and 5 female head of household).

Support for Housing for Persons with Developmental Disabilities	To ensure residents are informed of housing options for persons with developmental disabilities	Ongoing, and at least annually	Working with Alta Regional on creating a document and link to their website to share on the City of Roseville Housing website to serve as an accessible resource for persons with intellectual and developmental disability.
Allow Shared Housing Under Housing Choice Voucher for Persons with Disabilities	To provide rental assistance for residents with disabilities	Ongoing, and at least annually	RHA will review all reasonable accommodation requests for shared housing when received. RHA had no requests for shared housing in 2022 and no participants in shared housing situations.
Process and Fee Structure Review	Review process and fee structure	Annually review process and fee structure	The City adopted an updated fee structure, effective July 1, 2022.
Review of Subdivision Improvement Standards and Zoning Ordinances	Complete review of the Subdivision Improvement Standards and Zoning Ordinance once per year	Ongoing, and at least annually	The City adopted two City-initiated amendments to its Zoning Ordinance and one amendment to the Subdivision Ordinance in 2022. The first amendment package was adopted on April 6, 2022, and included amendments to the Zoning Ordinance and Subdivision Ordinance in response to legislation passed at the end of 2021, including SB 9. The second amendment package was adopted on July 20, 2022 and included a wide array of changes intended to improve the readability and clarity of regulations and definitions, and to ensure regulations were consistent with current planning needs.
Public Education Program	100% of staff reports or other City materials for affordable housing projects will include information about the necessity of affordable housing and City newsletters will contain such materials at a minimum of twice annually. A FlashVote survey or other survey will be distributed annually to elevate the community's perceptions of affordable housing	Bi-annually	The City published an article on April 14, 2022 discussing the City's Housing Element Annual Progress Report, which included an infographic and information on the importance of affordable housing to the community. The City also published multiple articles in December 2022 related to it's achievement of Prohousing Designation, which included further information on the importance of affordable housing specifically, and on the provision of adequate housing generally. The City published also published surveys on housing as part of the Commercial Corridors project outreach.
Public Participation	Provide multiple means and opportunities for public participation as part of Planning entitlement projects	Ongoing, as projects are processed through the Planning Division	The City continued to implement all aspects of public participation listed in this program.
Special Needs Housing Laws	City ensures compliance with AB 2162 and AB 101 and other legislation	Within two years of adoption of the Housing Element	The City's Zoning Ordinance states that supportive housing is a residential use and allows supportive housing in all zones where single-family, two-family, or multi-family housing is permitted. Low barrier navigations centers were also added to the Zoning Ordinance as a permitted use, consistent with AB 101.

General Comments			

Jurisdiction	Roseville		ANNUAL ELEMENT PROGRESS REPORT					Note: "+" indicates an optional field	
Reporting Period	2022	(Jan. 1 - Dec. 31)	Housing Element Implementation					Cells in grey contain auto-calculation formulas	
Planning Period	6th Cycle	05/15/2021 - 05/15/2029							
Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺ . For detailed reporting requirements, see the chcklist here: https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity				0				0	
Preservation of Units At-Risk				0				0	
Acquisition of Units				0				0	
Mobilehome Park Preservation				0				0	
Total Units by Income	0	0	0	0	0	0	0	0	

[illegible]

[illegible]

Jurisdiction		Roseville	
Reporting Year		2022	(Jan. 1 - Dec. 31)
Planning Period		6th Cycle	05/15/2021 - 05/15/2029
Building Permits Issued by Affordability Summary			
Income Level			Current Year
Very Low	Deed Restricted		2
	Non-Deed Restricted		0
Low	Deed Restricted		83
	Non-Deed Restricted		26
Moderate	Deed Restricted		3
	Non-Deed Restricted		670
Above Moderate			1053
Total Units			1837
Note: Units serving extremely low-income households are included in the very low-income permitted units totals			
Units by Structure Type	Entitled	Permitted	Completed
SFA	2	18	0
SFD	1029	1401	1748
2 to 4	0	0	0
5+	858	392	0
ADU	5	26	15
MH	0	0	0
Total	1894	1837	1763
Housing Applications Summary			
Total Housing Applications Submitted:			25
Number of Proposed Units in All Applications Received:			2,238
Total Housing Units Approved:			788
Total Housing Units Disapproved:			0
Use of SB 35 Streamlining Provisions			
Number of Applications for Streamlining			0
Number of Streamlining Applications Approved			0
Total Developments Approved with Streamlining			0
Total Units Constructed with Streamlining			0
Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0
Cells in grey contain auto-calculation formulas			

[illegible]

Report of Required Information per Health and Safety Code 34176.1 (f)
City of Roseville Housing Successor
Fiscal Year 2021-22

1. Any amounts deposited into the Fund, with segregation of amounts deposited from payments pursuant to a Recognized Obligation Payment Schedule ("ROPS") from other sources.

<i>Amount</i>	<i>Source</i>	<i>Purpose</i>
\$42,679	Interest on Investments Earned	Fund Balance-Reserved
\$45,688	Monitoring Fees	Fund Balance-Reserved
\$354,825	20% Deposit from City Loan Payoff	Fund Balance-Reserved
\$270,214	Loan Payoffs-Program Income	Fund Balance-Reserved
\$588,298	RCDC Payment	Fund Balance-Reserved
\$1,301,704	Total Deposits	

2. The balance in the Fund at the fiscal year end, with segregation of amounts held to meet obligations on a ROPS from other amounts.

<i>Amount</i>	<i>Description</i>
\$2,853,777	Ending Cash
\$3,630	Interest Receivable
\$0	Reserved for ROPS
\$2,857,407	Fund Balance 6/30/22

3. A description of expenditures from the Fund by category for:
- Monitoring and preserving the long-term affordability of units subject to affordability restrictions or covenants entered into by the redevelopment agency or the housing successor and administering permitted affordable housing activities. *The amount that can be spent on monitoring and administration is capped at 2% of the value of the assets in the Fund or \$200,000 whichever is greater.*
 - Homeless prevention and rapid rehousing services. *This amount is limited to \$250,000 annually.*
 - Development of housing affordable to households at or below 80% of area median income ("AMI").

<i>Amount</i>	<i>Description</i>
\$28,901	a. Staff charges for Monitoring
\$6,100	a. Professional Services
\$22,640	a. Misc Office Charges
\$250,000	b. Homeless Prevention
\$600,000	c. Development of housing
\$907,641	Total Expenditures

4. The statutory value of real property owned by the housing successor, the value of loans and grants receivable, and the sum of these two amounts. *"Statutory value of real property" means the value of properties formerly held by the former redevelopment agency as listed on*

Report of Required Information per Health and Safety Code 34176.1 (f)
City of Roseville Housing Successor
Fiscal Year 2021-22

the housing asset transfer form approved by the Department of Finance ("DOF") and the purchase price of properties purchased by the housing successor.

<i>Amount</i>	<i>Description</i>
\$875,000	Land - Note Receivable
\$5,760,000	Mercy Housing - Deferred Receivables
\$3,818,854	FTHB/commercial Deferred Receivables
\$861,715	Residential
\$11,315,569	Total Value of Land & A/R

5. **A description of any inter-jurisdictional transfers of monies from the Fund in the previous fiscal year as well as any transfer from prior fiscal years if the funds are still unencumbered and a description of and status update on any project for which transferred funds have been or will be expended if that project has not yet been placed in service.**

None

6. **A description of any project for which the housing successor receives or holds real property tax revenue pursuant to the ROPS and the status of that project.**

None

7. **For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with the development of the property within five (5) years after the DOF approved the property as a housing asset, which would typically be the date of approval of the housing asset transfer list. For interests in real property acquired on or after February 1, 2012, a status update on the project.**

Mercy Housing secured a loan from the Housing Successor for \$5,760,000 for the development of a 58-unit mixed-use affordable housing development at 623 Vernon Street, Roseville. The loan was approved by the City Council, acting as the Housing Successor, on November 16, 2016. The project was completed in November 2018.

In 2016, the Housing Successor committed \$600,000 of funding from the low/moderate affordable housing funds towards the Junction Crossing affordable rental housing development at 120 Pacific Street. This project will include 80 affordable units available for low and very low income households. The deferred low interest loan was approved by the City Council, acting as the Housing Successor, on October 20, 2021.

8. **A description of any outstanding replacement housing and housing production obligations that transferred to the housing successor on February 1, 2012, the housing successor's progress in meeting those obligations, and the housing successor's plans to meet the unmet obligations.**

The Agency will continue to work with 2-3 affordable housing developers. Going forward the Agency is hopeful that loan portfolio payoffs and 20% set-aside deposits from City loan payments will provide additional assistance for affordable housing developments. The value of the 20% loan receivable from the

Report of Required Information per Health and Safety Code 34176.1 (f)
City of Roseville Housing Successor
Fiscal Year 2021-22

Successor Agency at June 30, 2022 is \$2,724,606 providing the California Department of Finance approves the payment of the City loans by the Successor Agency.

9. Reporting on income targeting requirements does not need to be included until December 31, 2019 for the period from January 1, 2014 through the end of the fiscal year covered by the report (June 30, 2019 for most housing successors), and every five years thereafter. However, it may be useful for housing successors to track this information on an annual basis to ensure the requirement is met every five years. *The required income targeting expenditures are that, over a five year period, the funds remaining after expenditures for monitoring and administration and rapid rehousing services, if any, must be expended for the development of housing affordable to and occupied by households earning 80% or less of the AMI, with at least 30% of the funds expended on the development of housing affordable to and occupied by households earning 30% or less of the AMI and not more than 20% of the funds expended on the development of housing affordable to and occupied by households earning between 60% and 80% of the AMI.*

\$0.00

10. The percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the total number of units of deed-restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time period. *If the percentage of assisted senior rental housing is more than 50 percent of the total of all assisted rental housing, no additional senior rental housing can be assisted until the percentage falls to 50 percent or less.*

# of Units	Description
860	Senior Restricted Rental Housing Units
1217	Non-Senior Restricted Rental Housing Units
2077	Total Units
41%	% of Senior Restricted Rental Housing Units

In last 10 years:

# of Units	Description
0	Senior Restricted Rental Housing Units
230	Non-Senior Restricted Rental Housing Units
230	Total Units
0%	% of Senior Restricted Rental Housing Units

11. The amount of any excess surplus, the amount of time that the successor agency has had the excess surplus, and the housing successor's plan for eliminating the excess surplus. *The definition of excess surplus has been modified so that an "excess surplus" exists to the extent a housing successor holds unencumbered funds in its Fund in an amount that exceeds the greater of \$1,000,000 or the total amount of deposits into the Fund for the preceding four*

Report of Required Information per Health and Safety Code 34176.1 (f)
City of Roseville Housing Successor
Fiscal Year 2021-22

fiscal years. The housing successor is required to spend the excess surplus amount or transfer that amount to another jurisdiction as provided in Health and Safety Code Section 34176.1(c)(2) within three fiscal years. If not, the excess surplus amount must be transferred to HCD to use pursuant to the Multifamily Housing Program or the Joe Serna, Jr. Farmworker Housing Grant Program.

Fiscal Year	Amount Deposited
FY2020-21	\$603,561
FY2019-20	\$419,559
FY2018-19	\$361,081
FY2017-18	433,400
TOTAL	\$1,817,601

Fund Balance – 6/30/22	\$2,857,407
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Excess Surplus Amount - Fund Balance exceeds the sum of the deposits in the prior four years.	\$1,039,806
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The fund ended with an excess surplus amount of \$1,039,806. The City of Roseville is working on various affordable housing development projects. These funds may be used to fund these or other affordable projects in the future.

12. Inventory of Home Ownership Units: This section provides an inventory of homeownership units assisted by the former Agency or FVHA as Housing Successor that are subject to covenants or restrictions or to an adopted program that protects the former Agency's investment of moneys from the Low and Moderate Income Fund per Section 33334.3 (f).

<i>Loan Date</i>	<i>Loan Due in yrs</i>	<i>Address</i>	<i>Amount</i>
12/2/2008	45	121 Hickory Street	77,300.00
12/2/2008	45	177 Hickory Street	100,000.00
2/18/2009	45	109 Hickory Street	100,000.00
6/30/2009	45	153 Hickory Street	98,637.00
11/4/2009	45	145 Hickory Street	100,000.00
11/24/2009	45	125 Hickory Street	85,778.00
11/25/2009	45	141 Hickory Street	100,000.00
11/25/2009	45	113 Hickory Street	100,000.00
3/11/2010	45	149 Hickory Street	100,000.00
		TOTAL	\$861,715.00

CITY OF ROSEVILLE

GENERAL PLAN

ANNUAL PROGRESS REPORT

2022



**CITY OF ROSEVILLE
GENERAL PLAN ANNUAL PROGRESS REPORT
FOR REPORTING YEAR 2022**

PUBLISHED MARCH 2023



**Development Services Department
Planning Division**

311 Vernon Street
Roseville, California 95678

CITY OFFICIALS

CITY COUNCIL

Mayor Bruce Houdesheldt
Vice Mayor Krista Bernasconi
Councilmember Scott Alvord
Councilmember Tracy Mendonsa
Councilmember Pauline Roccucci

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Jonathan Martin, Chair
Tracy Covington, Vice Chair
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Clifford Haggenjos Jr.
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CITY MANAGER

Dominick Casey

ASSISTANT CITY MANAGER

Ryan DeVore

DEVELOPMENT SERVICES DIRECTOR

Mike Isom

PLANNING MANAGER

Greg Bitter



Function and Intent of the General Plan

State law requires that every county and city prepare and adopt a comprehensive long-range plan to serve as a guide for the development of the community. The plan must consist of an integrated and internally consistent set of goals, policies and implementation measures. In addition, the plan must focus on those issues that are of the greatest concern to the community and should be written in a clear and concise manner. City actions, such as those relating to development entitlements, annexations, zoning, subdivision and design review, revitalization, and capital improvements must be consistent with the General Plan.

The City of Roseville General Plan (Plan) serves to:

- Establish long-range development policies that will be implemented through actions by the City of Roseville (City) Council and Planning Commission;
- Provide a basis for judging whether private development proposals and public projects are in harmony with the policies; and
- Guide public agencies and private developers in designing projects that are consistent with City policies.

The Plan is designed to be:

- **Long-range:** However imperfect the vision of the future is, almost any development decision has effects lasting more than 20 years. In order to create a useful context for development decisions, the General Plan is focused on the year 2035 and beyond.
- **Comprehensive:** The Plan provides direction to coordinate all major components of the community's physical development and conservation.
- **General:** Because it is long-range and comprehensive, the Plan, in most cases, is general. The Plan's purpose is to serve as a framework for more detailed public and private development proposals.

California Government Code requires each General Plan to address specific topics within the General Plan, including land use, circulation, housing, conservation, open space, noise, safety, environmental justice, and air quality. The chapters of a General Plan are called Elements. The City's General Plan includes the below Elements:

- **Land Use Element** discusses existing and future land use conditions, land use designations and standards, community form, community design, and growth management.
- **Circulation Element** identifies the general location and the extent of the existing and proposed roadways, highways, railroads and transit routes. The Element identifies goals and policies to enhance the freedom to choose different modes of travel, manage travel demand, and provide for goods movement throughout the Planning Area and surrounding region.
- **Air Quality and Climate Change Element** integrates related land use, transportation and circulation, transit, and energy issues. The policies are intended to improve air quality and encourage cooperation among surrounding jurisdictions involved in regional air quality efforts.
- **Open Space and Conservation Element** provides for the conservation and management of natural resources, details strategies for the preservation of open space, and provides for outdoor recreation, public health, and safety.
- **Parks and Recreation Element** provides goals and policies for both traditional active park lands and non-traditional open space-oriented park lands. It specifies standards and conditions as guidelines for planning parks and recreation facilities, including size, type, location, and multi-modal access.

- **Public Facilities Element** identifies facility and service needs of the community for civic facilities, libraries, schools, electric and privately owned utilities, water and wastewater systems, solid waste and recycling, water and energy efficiency, and the extension of City services.
- **Safety Element** establishes standards and plans for the protection of the community from a variety of hazards, including earthquakes, flooding, crime, fire, and hazardous materials.
- **Noise Element** establishes standards for transportation and fixed noise sources to protect the health and welfare of the community.
- **Housing Element** identifies the existing and projected housing needs and establishes goals and policies for the preservation, improvement, and development of housing to meet the diverse needs of the City's existing and future population.

The City's 2035 General Plan was adopted in August 2020 and the current Housing Element was adopted in August 2021. The General Plan, inclusive of the Housing Element, is internally consistent and is consistent with the most current State General Plan requirements. This includes the most recent updates to informational requirements, including environmental justice, collaborative planning with military lands and facilities, and Native American consultation.

Implementation Review

The City's General Plan includes more than 500 goals and policies, most of which are implemented on an ongoing basis. Appendix A of the adopted General Plan includes a complete list of all of these implementing programs, procedures, ordinances, and regulations along with a description of their status. Therefore, the list below focuses on new or significant activities undertaken during the last reporting year relative to the City's goals and policies. The list includes each relevant goal or policy in **bold** text followed by a description of activities in plain text. The City also reviewed the General Plan to determine whether any updates were necessary, and concluded that none of the goals, policies, objectives or standards require amendment during the upcoming reporting year of 2023.

Policy LU1.4. Promote a diversity of residential living options (e.g. density ranges, housing types, affordability ranges), while ensuring community compatibility and well-designed residential development.

The City approved entitlements for 2,727 housing units, of which 21% were low density residential, 27% were medium density residential, and 52% were high density residential or affordable, reflecting a diversity of residential living options. The City issued approximately 1,680 building permits for homes in 2022, which is approximately 110 permits for every 10,000 people in population. This metric is used to compare home production values in cities of disparate size throughout the United States, and places Roseville on par with the top production rates in the nation according to the annual Market Urbanism Report¹.

Policy LU3.4. Encourage infill development and reinvestment that:

- **Upgrades the quality and enhances the character of existing areas;**
- **Enhances the mix of land uses in proximity to one another so that more households can access services, recreation, and jobs without the use of a car;**
- **Facilitates pedestrian activity and public transit use;**
- **Efficiently utilizes and does not overburden existing services and infrastructure; and**

¹ <https://marketurbanismreport.com/>



- **Results in land use patterns and densities that provide the opportunity for the construction of a variety of housing types that are affordable to all income groups**

The City completed the Commercial Corridors project in 2022, which was a project to create three new Specific Plans within the City's infill core, along Atlantic Street, Douglas Boulevard and Harding Boulevard, and Douglas Boulevard and Sunrise Boulevard. The coequal goals of these plans are to improve aesthetics and comfort on the streetscapes, facilitate commercial reinvestment and redevelopment, and facilitate high density housing (particularly in commercial areas).

Policy LU3.5. Promote active citizen involvement in defining, maintaining, and improving the character and identity of existing neighborhoods, including consideration of cultural and artistic enhancements.

The Commercial Corridors project included multiple workshops, virtual outreach meetings, multiple surveys, a walking tour (physical or virtual), and significant individual communication with interested persons. The goal of this outreach was to ensure the final plans reflect the diverse vision of the community.

Goal CIRC3. Provide a safe, convenient, and efficient transit system to enhance mobility; reduce congestion; reduce auto emissions, including emissions that contribute to climate change; improve the environment; and provide viable non-automotive means of transportation in and through Roseville.

Notable projects consistent with this goal include the Fiddymont Ranch Phase 3 Trail Project, a 1.25-mile long multi-use trail completed and opened to the public in March 2022. This trail extends the existing Pleasant Grove Creek Trail, which begins at Fiddymont Road and is ultimately planned to end at the City's Reason Farms open space area.

The City was also awarded a \$13.6 million grant to replace fifteen gas and diesel powered buses with new battery electric buses, and was the only Sacramento area agency that was awarded funding through this program. As a related project, the City broke ground on a \$4.5 million Zero Emission Bus (ZEB) and Zero Emission Fleet (ZEF) Charging Depot. The project includes construction of a new 30-space bus parking depot and a new 65-space fleet depot. Both parking areas are designed for zero emission electric charging, including the installation of the first 3 bus chargers (capable of charging up to 9 buses) and the first 5 fleet chargers (capable of charging 10 vehicles). Electrical improvements include infrastructure to accommodate future electrification of all 30 bus spaces and 65 fleet spaces.

Goal PF6.5. Actively pursue diverse water supplies, including surface, groundwater, and other sources for water supply reliability and system improvements that increase reliability.

The City completed a project to accelerate the number of aquifer storage and recovery wells in the City, with 2 wells constructed in 2022.

Major Planning Activities

This section includes all of the major planning activities completed during this reporting period, including amendments to the General Plan land use map; new master plans, specific plans, or annexations; other significant studies or plans; and private development applications approved which are of citywide significance.

GENERAL PLAN AMENDMENTS

The City processed one significant amendment to the General Plan land use map in 2022, which was the Commercial Corridor Plans project (Project Number PL21-0383). The project consisted of the adoption of three new Specific Plans within the City's infill area. These areas are fully developed, older areas of the City in need of reinvestment. The project area included many properties where the General Plan land use designation and the underlying zoning designation were not consistent. Land use and zoning are inconsistent when the zone district is not listed as an implementing zone of the land use designation. The majority of these inconsistencies occurred where the underlying zoning was Multifamily Residential but the land use designation was Low Density Residential, Community Commercial, or Business Professional. The General Plan was amended so that properties in the project area within the Multifamily Residential zone district were within the High Density Residential land use designation.

Several minor General Plan Amendments were approved in 2022, a brief description of which are included below.

- Project Number PL21-0223: The project was a residential development consisting of a small-lot tentative subdivision map to create 518 residential lots, and to reduce the amount of land designated Low Density Residential and increase the amount of land designated Medium Density Residential and to approve various other related entitlements.
- Project Number PL21-0273: The project was a Rezone and General Plan Amendment of an approximately 4-acre parcel from the Floodway (FW) zone district and Community Commercial/Floodplain land use designation to an Open Space/Floodway (OS/FW) zone district and Open Space/Floodplain land use designation. The purpose of the project was to comply with grant funding requirements that will facilitate development of a trailhead for the future Dry Creek Greenway East Trail.

NEW MASTER PLANS, SPECIFIC PLANS, AND ANNEXATIONS

The City adopted three new Specific Plans within the infill area of the City, described below.

Atlantic Street Corridor Specific Plan: The 73-acre Plan Area is located south of Atlantic Street between Interstate 80 Road and Folsom Road, in the City's Infill subarea. The boundaries of the Specific Plan include all of the property on the block adjacent to Atlantic Street and all property between Atlantic Street and the Dry Creek open space area which is designated for nonresidential or multifamily uses. See Figure 1.

Douglas-Harding Corridor Specific Plan: The 152-acre Plan Area is located west of Interstate 80 and is centered on Douglas Boulevard and Harding/South Harding Boulevard, in the City's Infill subarea. The boundaries of the Specific Plan are generally defined by Park Drive to the west, Interstate 80 to the east, Lead Hill Boulevard to the north, and the terminus of South Harding Boulevard to the south. The Plan Area includes all of the commercial property and property with a multifamily zoning designation alongside the two defining roadways in the plan. See Figure 2.

Douglas-Sunrise Corridor Specific Plan: The 251-acre Plan Area is located east of Interstate 80 and is centered on Douglas Boulevard and Sunrise/North Sunrise Avenue, in the City's Infill subarea. The boundaries of the Specific Plan are generally defined by Lead Hill Boulevard to the north, Coloma Way to the south, Rocky Ridge Drive to the east, and Interstate 80 to the west. The Plan Area excludes all of the predominantly residential areas within these general boundaries, and includes mostly commercial property alongside the two defining roadways in the Plan Area, Douglas Boulevard and Sunrise/North Sunrise Avenue. This Plan Area is developed, and incorporates a mix of commercial areas, public/quasi-public designated land, a dog park, and some residential property. See Figure 3.

All three Specific Plans include streamlined processing for high density housing, reduced parking standards for high density housing in commercial areas, streamlined processing for commercial reinvestment projects, CEQA streamlining, and the removal of development barriers through planned infrastructure improvements, the correction of long-standing zoning and land use discrepancies, and the replacement of outdated zone districts with one of the City's current zone districts.



Figure 1: Atlantic Street Specific Plan Boundaries

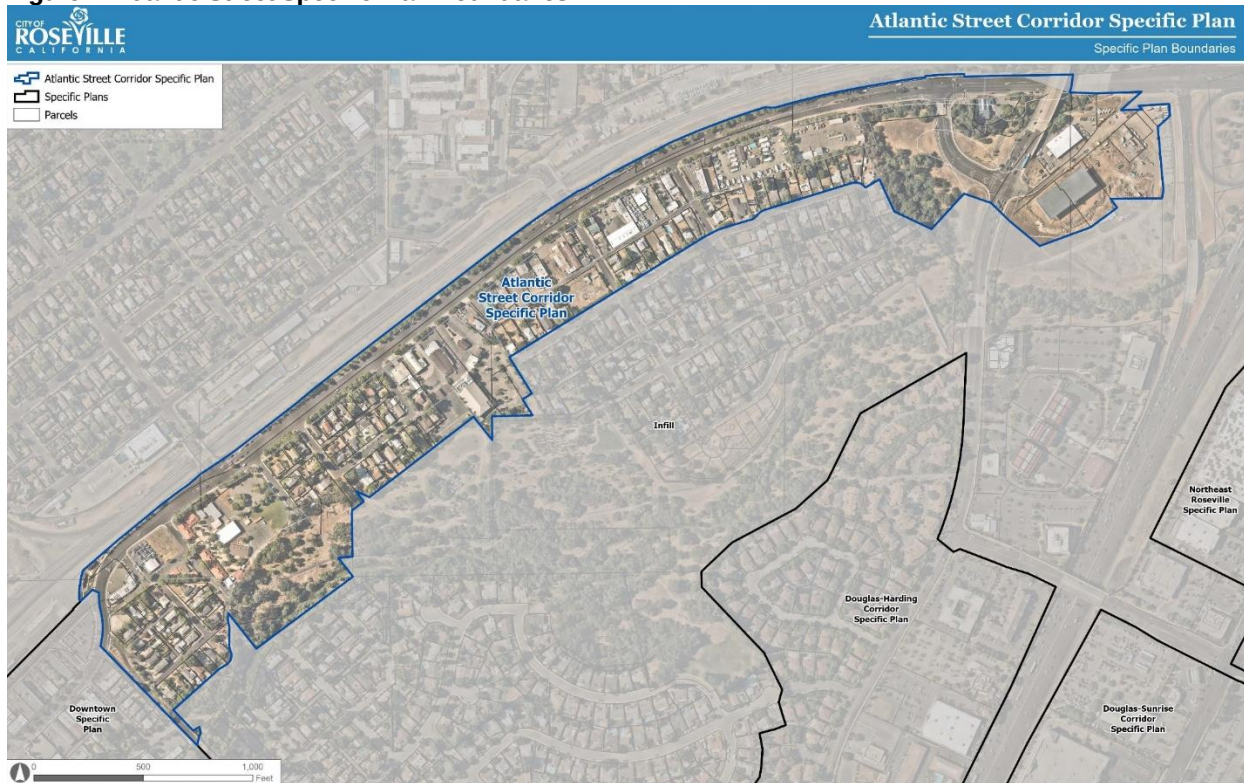


Figure 2: Douglas-Harding Specific Plan Boundaries

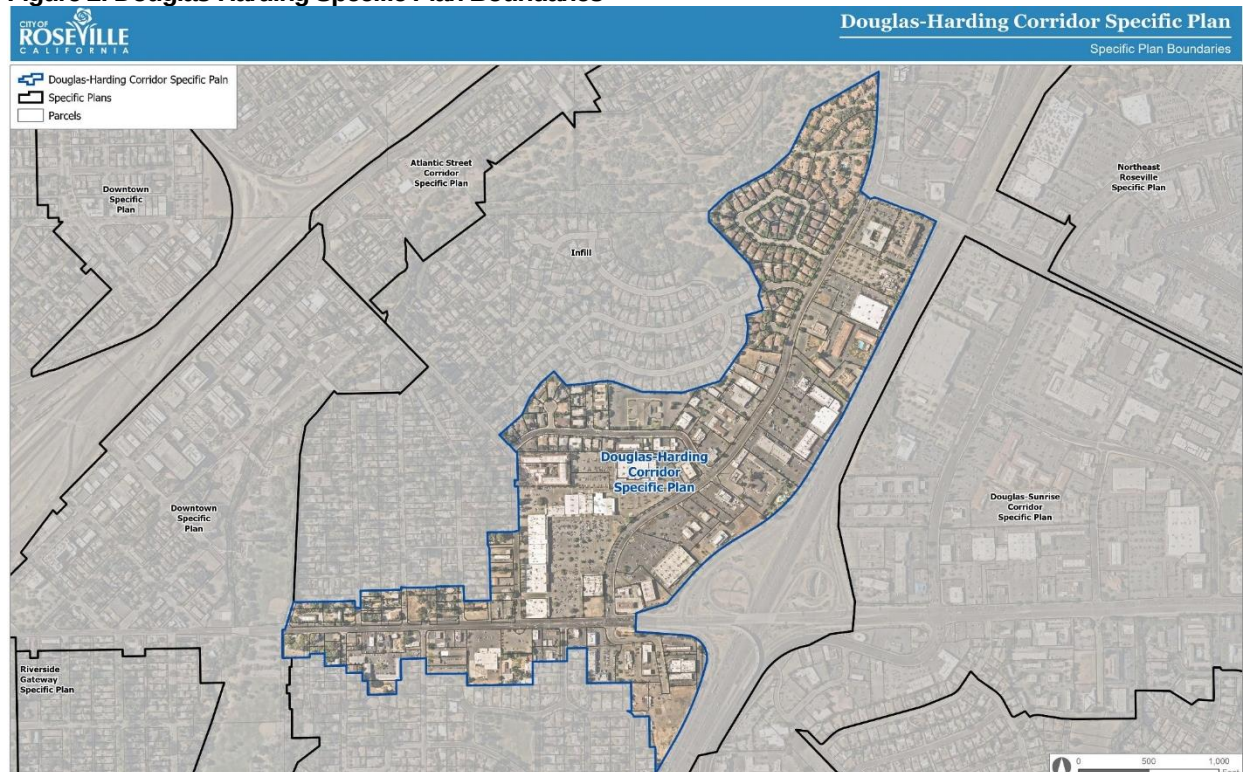
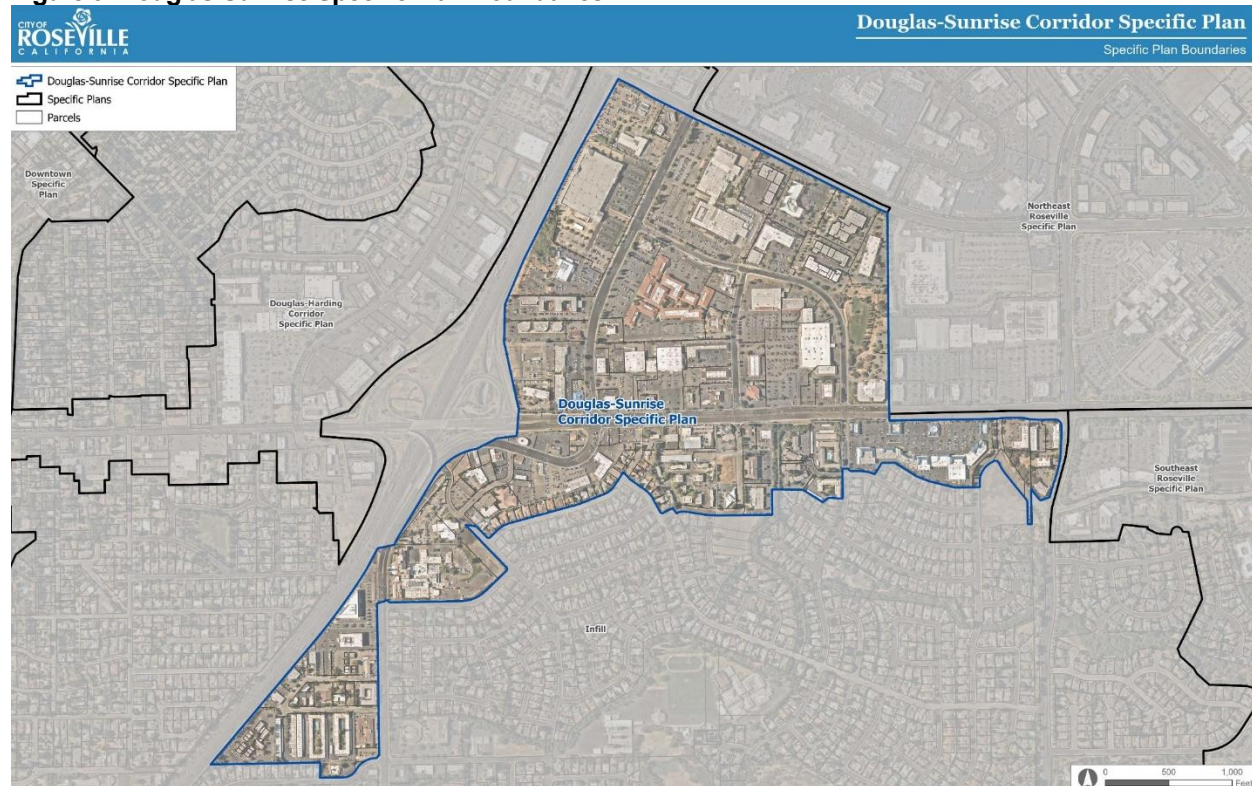


Figure 3: Douglas-Sunrise Specific Plan Boundaries

PRIVATE DEVELOPMENT PROJECTS OF CITYWIDE SIGNIFICANCE

The City's Specific Plan process allows for significant streamlining of residential projects consistent with the Specific Plan. The City's residential unit count was approximately 58,500 units at the beginning of the reporting period, and the City issued building permits for 1,680 residential units in 2022. In addition to this building permit activity, the City approved the following significant projects:

- JMC Tentative Map 4 – A 516-unit tentative subdivision map located in the Sierra Vista Specific Plan, including both low density residential and medium density residential lots.
- Sutter Medical Center Expansion – A project to add a parking structure and add a new medical office building to the existing Sutter Medical Center.
- Multifamily Projects – The City observed an increase in the number of applications for multifamily development in the City, with multiple projects totaling more than 1,400 units approved.
- Commercial Development – The City received applications for commercial development of multiple long-vacant properties throughout the western developing areas of the City. This included the West Roseville Marketplace (1798 Pleasant Grove Boulevard), Blue Oaks Commerce Center (2200 Freedom Way), and Blue Oaks Retail Center (1480 Blue Oaks Boulevard).

Housing Element Annual Progress Report (APR)

The Housing Element is a critical component of the General Plan. State housing law requires a separate Annual Progress Report be prepared by jurisdictions and submitted to the California Department of Housing and Community Development each year. The Housing Element APR is included as an attachment to this General Plan APR.



COUNCIL COMMUNICATION

CC #: 2593

File #: 0800-02 & 0214

Title:	Pleasant Grove Wastewater Treatment Plant Energy Recovery Project - California Energy Commission Grant and Loan Amendment
Contact:	Tracie Mueller 916-774-5688 trmueller@roseville.ca.us

Meeting Date: 3/15/2023

Item #: 6.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the California Energy Commission (CEC) Grant Agreement Amendment 1 which extends the completion date for the Pleasant Grove Wastewater Treatment Plant (PGWWTP) Energy Recovery Project, and authorize the City Manager or his designee to execute it on behalf of the City of Roseville.

BACKGROUND

The City of Roseville (City) owns and operates the PGWWTP on behalf of the South Placer Wastewater Authority (SPWA) partner agencies. The Energy Recovery Project is adding energy recovery facilities at the PGWWTP that will beneficially utilize digester gas produced by the new treatment processes constructed as part of the City's PGWWTP Expansion Project.

The Energy Recovery Project construction is behind the scheduled completion date which was originally scheduled for February 20, 2022. Therefore an amendment to the City's CEC Grant Agreement for the distribution of \$3,000,000 grant funds for the Energy Recovery Project and the fulfillment of the grant requirements is required. The CEC Grant Agreement Amendment 1 extends the end date of the agreement term from March 31, 2023, to March 31, 2024. Based on the current status of the construction projects at the PGWWTP, staff anticipates the Energy Recovery Project will be completed in the summer of 2023 which will allow time for the required data collection and reporting required by the grant agreement scope of work.

FISCAL IMPACT

There is no financial impact or change with the approval of this grant amendment as it is only related to the term of the grant. The CEC grant amount is for \$3,000,000 and requires matching funds of \$3,000,000. The Energy Recovery Project construction cost is \$24,744,537. Funding for the Energy Recovery Project is provided under the capital improvement projects for the SPWA which has been authorized by the SPWA board. The Energy Recovery Project is jointly funded

between Roseville and the other SPWA Regional Partners. The SPWA's approved project funding is sufficient to pay the anticipated total cost of the Energy Recovery Project.

ENVIRONMENTAL REVIEW

Implementation of the PGWWTP Energy Recovery Project was previously evaluated in the Pleasant Grove Wastewater Treatment Plant Expansion and Energy Recovery Project Final Initial Study/Mitigated Negative Declaration (IS/MND) (SCH# 2016122040) (certified by the City Council on April 6, 2017), and the Addendum to the IS/MND (SCH# 2016122040) (certified by the City Council on November 7, 2018). The improvement plans included in the design-assist and construction agreement are consistent with the project evaluated in the certified Final IS/MND and the Addendum, and consequently no additional CEQA action is required for approval of this amendment.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tracie Mueller, Senior Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-096

CEC Amendment 1

CEC Original Agreement

CEC Agreement Terms and Conditions Update

RESOLUTION NO. 23-096

APPROVING THE CALIFORNIA ENERGY COMMISSION GRANT/LOAN AMENDMENT
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF
THE CITY OF ROSEVILLE

WHEREAS, the City of Roseville owns and operates the Pleasant Grove Wastewater Treatment Plant (PGWWTP) on behalf of the South Placer Wastewater Authority partner agencies; and

WHEREAS, the Energy Recovery Project is adding energy recovery facilities at the PGWWTP that will beneficially utilize digester gas produced by the new treatment processes constructed as part of the City's PGWWTP Expansion Project; and

WHEREAS, in 2019, the City entered into a Grant Agreement (ARV-18-020) with the California Energy Commission to receive grant funding for the Energy Recovery Project; and

WHEREAS, the Energy Recovery Project construction is behind the scheduled completion which was originally scheduled for February 20, 2022 and therefore an amendment to the City's California Energy Commission Grant Agreement for the distribution of \$3,000,000 grant funds for the Energy Recovery Project and the fulfillment of the grant requirements is required; and

WHEREAS, the California Energy Commission Grant/Loan Amendment has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the California Energy Commission Grant/Loan Amendment is hereby approved and the City Manager or his designee is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

GRANT/LOAN AMENDMENT

CEC-140 (Revised 9/11)

CALIFORNIA ENERGY COMMISSION

☒ Check here if additional pages are attached. 2 Pages

AGREEMENT NUMBER:

ARV-18-020

AMENDMENT NUMBER:

01

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

State Energy Resources Conservation and Development Commission

RECIPIENT'S NAME

City of Roseville

2. The term of this Agreement: From: 4/10/2019 To: 3/31/20243. The maximum amount of this Agreement after this amendment is: \$3,000,000 (\$0 Amendment)

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The purpose of this amendment is to provide a 12-month no-cost time extension.

Agreement ARV-18-020, approved by the Energy Commission July 24, 2019, is amended as follows:

- Exhibit A-1, Schedule of Products (2 Pages) is attached and replaces the previously approved Exhibit A-1, Schedule of Products (2 Pages) in its entirety.

RECIPIENT

RECIPIENT'S NAME (If other than an individual, state whether a corporation, partnership, etc)

City of Roseville

BY (Authorized Signature)

DATE SIGNED (Do not type)

NAME AND TITLE OF PERSON SIGNING

ADDRESS

2005 Hilltop Circle
Roseville, CA 95747**STATE OF CALIFORNIA**

AGENCY NAME

State Energy Resources Conservation and Development Commission

BY (Authorized Signature)

DATE SIGNED (Do not type)

NAME AND TITLE OF PERSON SIGNING

Adrienne Winuk, Contracts, Grants, and Loans Office Manager

ADDRESS

715 P Street, MS-18
Sacramento, CA 95814-5512

EXHIBIT A-1

Schedule of Products and Due Dates

Task Number	Task Name	Product(s)	Due Date
1.1	Attend Kick-off Meeting		
		Updated List of Match Funds	5/22/2019
		Updated List of Permits	5/22/2019
		Kick-Off Meeting Agenda (CEC)	5/22/2019
1.2	Critical Project Review Meetings		
	1st CPR Meeting	CPR Report - Post Design	4/1/2020
		Written determination (CEC)	5/16/2020
			8/17/2022
	2nd CPR Meeting	CPR Report - Post Construction	8/30/2023
			10/18/2022
		Written determination (CEC)	10/30/2023
1.3	Final Meeting		
			12/2/2022
		Written documentation of meeting agreements	12/15/2023
			10/18/2022
		Schedule for completing closeout activities	10/30/2023
1.4	Monthly Progress Reports		
		Monthly Progress Reports	The 10th calendar day of each month during the approved term of
1.5	Final Report		
			8/17/2022
		Final Outline of the Final Report	8/30/2023
		Draft Final Report (no less than 60 days before the end term of the agreement)	12/2/2022
			1/17/2024
			2/1/2023
		Final Report	1/31/2024
1.6	Identify and Obtain Match Funds		
		A letter regarding match funds or stating that no match funds are provided	6/7/2019
		Copy(ies) of each match fund commitment letter(s) (if applicable)	6/7/2019
			Within 10 days of identifying new match funds
		Letter(s) for new match funds (if applicable)	
		Letter that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds

EXHIBIT A-1

1.7 Identify and Obtain Required Permits	Letter documenting the permits or stating that no permits are required	2/14/2020
	A copy of each approved permit (if applicable)	Within 10 days of receiving each permit
	Updated list of permits as they change during the term of the Agreement (if applicable)	Within 10 days of change in list of permits
	Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 10 days of change in schedule for obtaining permits
1.8 Obtain and Execute Subcontracts		
	Draft subcontracts	15 days prior to the scheduled execution date
	Final subcontracts	3/2/2020
2 Design and Engineering	Written Notification of Completion of Design and Engineering	3/2/2020
3 Construction	Procurement Plan	3/2/2020
	Construction Plan	3/2/2020
	Written Notification of Site Preparation	4/2/2020
	Project Startup Report	8/1/2022 <u>8/30/2023</u>
	Photographs of Completed Construction of Facility and Installation of Equipment	8/17/2022 <u>8/30/2023</u>
4 Construction Management		5/3/2022
	Testing and Commissioning Plan	<u>2/1/2023</u>
	Testing and Commissioning Report	6/16/2022 <u>8/15/2023</u>
	Written Notification of Commercial Operations, LCFS, and RFS registration processes	11/2/2022 <u>12/1/2023</u>
	Quality Assurance Plan for Renewable Attributes	6/16/2022 <u>8/1/2023</u>
5 Data Collection and Analysis	Data Collection information and analysis will be included in the Final Report	2/1/2023 <u>12/29/2023</u>



RECIPIENT City of Roseville	AGREEMENT NUMBER ARV-18-020
ADDRESS 1800 Booth Road Roseville, CA 95747	AGREEMENT TERM 4/10/2019 to 3/31/2023 The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION

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 – Scope of Work	Page(s): 12
Exhibit A-1 - Schedule of Products and Due Dates	Page(s): 2
Exhibit B – Budget	Page(s): 8
Exhibit B - Subcontractor Budget	Page(s): 8
Exhibit C – General Terms and Conditions	Page(s): 23
Exhibit D – Contacts	Page(s): 1

REIMBURSABLE AMOUNT \$ 3,000,000
MINIMUM MATCH SHARE REQUIRED \$ 3,000,000
TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH \$ 6,000,000

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE	DATE	AUTHORIZED SIGNATURE	DATE
	7/24/19		7/18/19
NAME		NAME	
Adrienne Winuk		Dominick Casey	
TITLE		TITLE	
Contracts, Grants, and Loans Office Manager		City Manager	
CALIFORNIA ENERGY COMMISSION ADDRESS			
1516 9th Street, MS 18, Sacramento, CA 95814			

Exhibit A SCOPE OF WORK

TECHNICAL TASK LIST

Task #	CPR	Task Name
1		Administration
2		Design and Engineering
3	X	Construction
4	X	Commissioning
5		Data Collection and Analysis

KEY NAME LIST

Task #	Key Personnel	Key Subcontractor(s)	Key Partner(s)
1	George Hanson, City of Roseville	Brown and Caldwell	
2	Adam Ross, Brown and Caldwell	Brown and Caldwell	
3	George Hanson, City of Roseville	Biogas Cleanup Subcontractor, TBD CNG Compressor Subcontractor, TBD CNG System Subcontractor, TBD Electrical Equipment Subcontractor, TBD	
4	Adam Ross, Brown and Caldwell	Brown and Caldwell	
5	George Hanson, City of Roseville Adam Ross, Brown and Caldwell	Brown and Caldwell LCFS/RFS Subcontractor, TBD	

GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

Term/ Acronym	Definition
ARFVTP	Alternative and Renewable Fuel and Vehicle Technology Program
CAM	Commission Agreement Manager
CPR	Critical Project Review
DGE	diesel gallon equivalents
FTD	Fuels and Transportation Division
LCFS	Low Carbon Fuel Standard
PGWWTP	Pleasant Grove Wastewater Treatment Plant
PIIRA	Petroleum Industry Information Reporting Act
Recipient	The City of Roseville
RFI	Request for information
RFP	Request for Proposals
RFS	Renewable Fuel Standard
RNG	Renewable Natural Gas
SB	Senate Bill
WWTP	wastewater treatment plant

Background

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP). The statute authorizes the California Energy Commission (Energy Commission) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state's climate change, clean air, and alternative energy policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the ARFVTP through January 1, 2024. The ARFVTP has an annual budget of approximately \$100 million and provides financial support for projects that:

- Reduce California's use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.

The Energy Commission issued solicitation GFO-18-601 for biofuel production projects at new and existing biofuel production facilities. To be eligible for funding under GFO-18-601, projects must also be consistent with the Energy Commission's ARFVTP Investment Plan, updated annually. In response to GFO-18-601, the City of Roseville (Recipient) submitted application 19, which was proposed for funding in the Energy Commission's Notice of Proposed Awards on January 18, 2019. GFO-18-601 and Recipient's aforementioned applications are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient's Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient's Application and the terms of the Energy Commission's Award, the Energy Commission's Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient's Application, the terms of this Agreement shall control.

Problem Statement:

Alternative fuel production resources in California are currently not utilized to their full potential. Organic waste and digester gases found in a municipal wastewater treatment plant (WWTP) is one such resource. The technology to convert organic waste into low-carbon fuels is proven but has severe financial and operational risks when implemented at the municipal level. Providing financial support to municipal agencies would encourage them to take on projects that divert WWTP organic waste from landfills to alternative fuel production instead. These types of projects help California achieve its AB 118 goals reducing criteria air pollutants, and producing sustainable alternative and renewable low-carbon fuels here in California.

The City of Roseville (Recipient) currently operates the Pleasant Grove Wastewater Treatment Plant (PGWWTP), which processes millions of gallons of organic waste each year. The Recipient is proposing to expand the PGWWTP to include biomethane production capabilities. This equipment would use PGWWTP organic waste and convert it into renewable biomethane for light-duty vehicle consumption. The recipient is requesting funding from the Energy Commission to begin implementing this project. Without funding from the Energy Commission and the ARFVTP, this project may not be financially possible at this time.

Goals of the Agreement:

The goal of this Agreement is to produce renewable biomethane from municipal WWTP organic waste. The biomethane produced will provide a low carbon alternative and renewable fuel suitable for on-road vehicle use. The biomethane produced will also reduce GHG and NO_x emissions by diverting WWTP organic waste from landfills and by reducing fossil fuel use.

Objectives of the Agreement:

The objectives of this Agreement are to bid, construct, and commission a biomethane production facility at the PGWWTP managed by the Recipient. Specific objectives:

- Construct a renewable biomethane production facility capable of producing 267,000 DGE per year at capacity
- Divert PGWWTP organic waste from landfills to biomethane production
- Provide a low carbon alternative and renewable fuel suitable for on-road vehicle use
- Reduce GHG emissions by approximately 3,655 metric tons of CO₂ equivalents per year at project build-out and reduce NO_x emission by five metric tons per year from reducing fossil fuel usage

TASK 1 ADMINISTRATION**Task 1.1 Attend Kick-off Meeting**

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The CAM shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient shall:

- Attend a "Kick-Off" meeting with the Commission Agreement Manager, the Grants Officer, and a representative of the Accounting Office. The Recipient shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others designated by the Commission Agreement Manager to this meeting.
- Discuss the following administrative and technical aspects of this Agreement:
 - Agreement Terms and Conditions

- Critical Project Review (Task 1.2)
- Match fund documentation (Task 1.6); no reimbursable work may be done until this documentation is in place.
- Permit documentation (Task 1.7)
- Subcontracts needed to carry out the project (Task 1.8)
- The CAM's expectations for accomplishing tasks described in the Scope of Work
- An updated Schedule of Products and Due Dates
- Monthly Progress Reports (Task 1.4)
- Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
- Final Report (Task 1.5)

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

Commission Agreement Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the Energy Commission and the Recipient. The goal of this task is to determine if the project should continue to receive Energy Commission funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The Commission Agreement Manager may schedule CPR meetings as necessary, and the Recipient will bear meeting costs.

Meeting participants include the CAM and the Recipient and may include the Commission Grants Officer, the Fuels and Transportation Division (FTD) biofuel lead, other Energy Commission staff and Management as well as other individuals selected by the CAM to provide support to the Energy Commission.

The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the Energy Commission, but they may take place at another location.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.

- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, or budget, or both for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding the continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CAM Products:

- Agenda and a list of expected participants
- Schedule for a written determination
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to close out this Agreement.

The Recipient shall:

- Meet with Energy Commission staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.
This meeting will be attended by, at a minimum, the Recipient, the Commission Grants Office Officer, and the Commission Agreement Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Agreement Manager.
The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Agreement Manager will determine the appropriate meeting participants.
The administrative portion of the meeting shall be a discussion with the Commission Agreement Manager and the Grants Officer about the following Agreement closeout items:

- What to do with any equipment purchased with Energy Commission funds (Options)
- Energy Commission's request for specific "generated" data (not already provided in Agreement products)
- Need to document Recipient's disclosure of "subject inventions" developed under the Agreement
- "Surviving" Agreement provisions
- Final invoicing and release of retention
- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

Task 1.4 Monthly Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

The Recipient shall:

- Prepare a Monthly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Commission Agreement Manager within ten days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.

Product:

- Monthly Progress Reports

Task 1.5 Final Report

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the Energy Commission project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the Energy Commission and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

The Recipient shall:

- Prepare an Outline of the Final Report, if requested by the CAM.
- Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
- Submit one bound copy of the Final Report with the final invoice.

Products:

- Outline of the Final Report, if requested
- Draft Final Report
- Final Report

Task 1.6 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of Energy Commission funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.

The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Commission Agreement Manager at least two working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
 - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.

- Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.
- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant, a copy of the executed grant shall be submitted in place of a letter of commitment.
- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.
- Provide the appropriate information to the Commission Agreement Manager if during the Agreement additional match funds are received.
- Notify the Commission Agreement Manager within ten days if during the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copies of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- A letter if match funds were reduced (if applicable)

Task 1.7 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.

The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Agreement Manager at least two working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the Agreement, provide in the letter:
 - A list of the permits that identifies the:
 - Type of permit
 - Name, address and telephone number of the permitting jurisdictions or lead agencies

- The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Commission Agreement Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Agreement Manager.
- If during the Agreement permits are not obtained on time or are denied, notify the Commission Agreement Manager within five working days. Either of these events may trigger an additional CPR.

Products:

- A letter documenting the permits or stating that no permits are required
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.8 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's procurement policies and procedures. It will also provide the Energy Commission an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the Commission Agreement Manager for review.
- Submit a final copy of the executed subcontract.
- If Recipient decides to add new subcontractors, then the Recipient shall notify the CAM.

Products:

- Draft subcontracts
- Final subcontracts

TECHNICAL TASKS

TASK 2 DESIGN AND ENGINEERING

The goal of this task is to complete design and engineering to support the construction of the facility. The task includes design clarifications, contractor/subcontractor submittal responses, and RFI responses by the design engineer.

The Recipient shall:

- Finalize design and engineer documents for the facility.
- Prepare and provide a Written Notification of Completion of Design and Engineering to the CAM. The document shall include information regarding:
 - Design clarifications
 - Contractor/Subcontractor submittal reviews
 - RFI responses to the construction manager and the contractor
 - Final design and engineering documents
 - Approval from applicable agencies (i.e. State Water Resources Board, Placer County Air Quality District, etc.)

Products:

- Written Notification of Completion of Design and Engineering

TASK 3 CONSTRUCTION

The goal of this task is to procure equipment and construct the project through a general contractor.

The Recipient shall:

- Prepare and provide a Procurement Plan for the facility that will detail the process for procurement of equipment, materials, and services. The Procurement Plan will include, but is not limited to:
 - A list of equipment to be purchased
 - A description of the bid packages to be assembled
 - A methodology for receiving and evaluating responses
- Execute the Procurement Plan. Procure equipment for the construction of the biofuel production facility.
- Prepare and provide a Construction Plan for the facility that will outline the budget and schedule for the completion of all construction and installation activities. The Construction Plan will include, but is not limited to:
 - A list of construction and installation milestones
 - A Gantt chart and detailed project schedule
- Prepare and provide Written Notification of Site Preparation for the facility that will notify the CAM that the site has been prepared to initiate construction related activities.
- Implement the Construction Plan.
- Hold a Substantial Completion Meeting with contractors.
- Prepare and provide Project Startup Report for the facility that will notify the CAM that construction and installation activities have been completed.
- Provide photographs of completed construction of the facility and installation of the equipment to the CAM.

Products:

- Procurement Plan
- Construction Plan
- Written Notification of Site Preparation

- Project Startup Report
- Photographs of Completed Construction of Facility and Installation of Equipment

[CPR WILL OCCUR DURING THIS TASK. See Task 1.2 for details.]

TASK 4 COMMISSIONING

The goal of this task is to complete commissioning for the Project and to commence operations. This task will also coordinate the Low Carbon Fuel Standard (LCFS) and Renewable Fuel Standard (RFS) registration processes so the biofuels production facility can claim renewable fuel credit under both programs.

The Recipient shall:

- Prepare and provide a Testing and Commissioning Plan for the facility that will detail the process, deliverables, and milestones associated with the testing and commissioning of the facility. The Testing and Commissioning Plan will include, but is not limited to:
 - A description of the equipment to be tested
 - A description of the methodology to test the identified equipment
 - A list of goals and objectives for the test
 - A description of the quality control and quality assurance practices for the test methodology
- Implement Testing and Commissioning Plan.
- Prepare and provide Testing and Commissioning Report for the facility that will notify the CAM that commissioning activities have been completed and that the plant is ready to commence commercial operations.
- Provide Written Notification of Commercial Operations.
- Provide Written Notification of LCFS registration process.
- Provide Written Notification of RFS registration process.
- Establish a Quality Assurance Plan for renewable attributes from the facility.
- Facilitate monetization of renewable attributes through the LCFS and the RFS programs.

Products:

- Testing and Commissioning Plan
- Testing and Commissioning Report
- Written Notification of Commercial Operations, LCFS, and RFS registration processes
- Quality Assurance Plan for Renewable Attributes

[CPR WILL OCCUR DURING THIS TASK. See Task 1.2 for details.]

TASK 5 DATA COLLECTION AND ANALYSIS

The goal of this task is to collect operational data from the project, to analyze that data for economic and environmental impacts, and to include the data and analysis in the Final Report.

The Recipient shall:

- Develop a data collection plan.
- Troubleshoot any issues identified.
- Collect at least six months of data, including:
 - Throughput, usage, and operations data

- Normal operating hours, uptime, downtime, and explanations of variations
- Feedstock supply summary
- Maximum capacity of the new fuel production system in diesel gallon equivalents (DGE) and ordinary units
- Gallons of gasoline or diesel fuel displaced (with associated mileage information), or both, along with value converted into DGE
- Record of wastes from production processes (wastewater, solid waste, criteria emissions, etc.)
- Expected air emissions reduction, for example:
 - Non-methane hydrocarbons
 - Oxides of nitrogen
 - Non-methane hydrocarbons plus oxides of nitrogen
 - Particulate Matter
 - Formaldehyde
- The duty cycle of the current fleet and the expected duty cycle of future vehicle acquisitions
- Specific jobs and economic development resulting from this project
- Levelized Cost of Fuel and Finished fuel price
- Analysis of total facility costs, operation, and maintenance costs, marginal abatement costs
- Comply with the Petroleum Industry Information Reporting Act (PIIRA) and complete CEC Form M810E and CEC Form M13 every month for submission to the California Energy Commission's PIIRA Data Collection Unit.
- Provide a written record of registering with the Low Carbon Fuel Standard and Renewable Fuel Standard programs.
- Identify any current and planned use of renewable energy at the facility.
- Describe any energy efficiency measures used in the facility that may exceed Title 24 standards in Part 6 of the California Code Regulations.
- Provide data on potential job creation, economic development, and increased state revenue as a result of expected future expansion.
- Provide a quantified estimate of the project's carbon intensity values or provide an Air Resources Board approved pathway carbon intensity.
- Estimate annual life-cycle greenhouse gas emission reduction.
- Compare any project performance and expectations provided in the proposal to Energy Commission with actual project performance and accomplishments.
- Collect data, information, and analysis described above and include in the Final Report.

Products:

- Data collection information and analysis will be included in the Final Report.

EXHIBIT A-1

Schedule of Products and Due Dates

Task Number	Task Name	Product(s)	Due Date
1.1	Attend Kick-off Meeting		
		Updated List of Match Funds	5/22/2019
		Updated List of Permits	5/22/2019
		Kick-Off Meeting Agenda (CEC)	5/22/2019
1.2	Critical Project Review Meetings		
	1st CPR Meeting	CPR Report - Post Design	4/1/2020
		Written determination (CEC)	5/16/2020
	2nd CPR Meeting	CPR Report - Post Construction	8/17/2022
		Written determination (CEC)	10/18/2022
1.3	Final Meeting		
		Written documentation of meeting agreements	12/2/2022
		Schedule for completing closeout activities	10/18/2022
1.4	Monthly Progress Reports		
		Monthly Progress Reports	The 10th calendar day of each month during the approved term of
1.5	Final Report		
		Final Outline of the Final Report	8/17/2022
		Draft Final Report (no less than 60 days before the end term of the agreement)	12/2/2022
		Final Report	2/1/2023
1.6	Identify and Obtain Match Funds		
		A letter regarding match funds or stating that no match funds are provided	6/7/2019
		Copy(ies) of each match fund commitment letter(s) (if applicable)	6/7/2019
		Letter(s) for new match funds (if applicable)	Within 10 days of identifying new match funds
		Letter that match funds were reduced (if applicable)	Within 10 days of identifying reduced funds

EXHIBIT A-1

1.7 Identify and Obtain Required Permits	Letter documenting the permits or stating that no permits are required	2/14/2020
	A copy of each approved permit (if applicable)	Within 10 days of receiving each permit
	Updated list of permits as they change during the term of the Agreement (if applicable)	Within 10 days of change in list of permits
	Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)	Within 10 days of change in schedule for obtaining permits
1.8 Obtain and Execute Subcontracts		
	Draft subcontracts	15 days prior to the scheduled execution date
	Final subcontracts	3/2/2020
2 Design and Engineering	Written Notification of Completion of Design and Engineering	3/2/2020
3 Construction	Procurement Plan	3/2/2020
	Construction Plan	3/2/2020
	Written Notification of Site Preparation	4/2/2020
	Project Startup Report	8/1/2022
	Photographs of Completed Construction of Facility and Installation of Equipment	8/17/2022
4 Construction Management	Testing and Commissioning Plan	5/3/2022
	Testing and Commissioning Report	6/16/2022
	Written Notification of Commercial Operations, LCFS, and RFS registration processes	11/2/2022
	Quality Assurance Plan for Renewable Attributes	6/16/2022
5 Data Collection and Analysis		
	Data Collection information and analysis will be included in the Final Report	2/1/2023

EXHIBIT B

Category Budget

Name of Organization	City of Roseville, CA
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- ☒ Contractor/Recipient
 ☐ Subcontractor
 ☐ Small Business
 ☐ Micro Business
 ☐ Disabled Veteran Business Enterprise (DVBE)

Cost Category	Energy Commission Reimbursable Share	Match Share	Total
Direct Labor	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -
Total Labor	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ -	\$ 200,000	\$ 200,000
Subcontractors	\$ 3,000,000	\$ 2,800,000	\$ 5,800,000
Total Other Direct Costs	\$ 3,000,000	\$ 3,000,000	\$ 6,000,000
Indirect Costs	\$ -	\$ -	\$ -
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
Total Indirect and Profit	\$ -	\$ -	\$ -
Grand Totals	\$ 3,000,000	\$ 3,000,000	\$ 6,000,000

EXHIBIT B

Direct Labor (Unloaded)

City of Roseville, CA

Hourly Rates

Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per hour)	# of Hours	Energy Commission Funds	Match Share	Total
		\$ -		\$ -	\$ -	\$ -
Hourly Direct Labor Totals				\$ -	\$ -	\$ -

Monthly Salary Rates

Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per month)	# of Months	Energy Commission Funds	Match Share	Total
		\$ -		\$ -	\$ -	\$ -
Monthly Direct Labor Totals				\$ -	\$ -	\$ -

				Energy Commission Funds	Match Share	Total
Direct Labor Grand Totals				\$ -	\$ -	\$ -

EXHIBIT B

Fringe Benefits

City of Roseville, CA

Fringe Benefit Base Description (Employee or Job Classification/Title)	Max. Fringe Benefit Rate (%)	Direct Labor Costs (\$)	Energy Commission Funds	Match Share	Total
	0.00%	\$ -	\$ -	\$ -	\$ -
Fringe Benefit Totals		\$ -	\$ -	\$ -	\$ -

EXHIBIT B

Travel

City of Roseville, CA

Task No.	Traveler's Name and/or Classification	Departure and Destination	Trip Purpose	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -
Total:				\$ -	\$ -	\$ -

EXHIBIT B

Equipment

City of Roseville, CA

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
Total:					\$ -	\$ -	\$ -

EXHIBIT B

Materials & Miscellaneous

City of Roseville, CA

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
3	Piping material, lump sum	Digester gas, natural gas, and utility piping	1	\$ 200,000	\$ -	\$ 200,000	\$ 200,000
				\$ -	\$ -	\$ -	\$ -
Total:					\$ -	\$ 200,000	\$ 200,000

EXHIBIT B

Subcontracts

City of Roseville, CA

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total
3	General Contractor, TBD	Site work, equipment and piping installation, electrical building	None	\$ -	\$ 451,000	\$ 451,000
2, 3, 5	Brown and Caldwell,	Design and Construction Support,	None	\$ -	\$ 441,000	\$ 441,000
5	LCFS/RFS Subcontractor, TBD	Renewable Fuels, Data Collection	None	\$ -	\$ 10,000	\$ 10,000
3	Biogas Cleanup Subcontractor, TBD	BioCNG equipment. Digester Gas Conditioning and Separation	None	\$ 2,100,000	\$ 548,000	\$ 2,648,000
3	CNG Compressor Subcontractor, TBD	Gas compression	None	\$ 400,000	\$ 140,000	\$ 540,000
3	CNG System Subcontractor, TBD	Heater, dryer, control panels	None	\$ 200,000	\$ 110,000	\$ 310,000
3	Electrical Equipment Subcontractor, TBD	Power distribution, motor controls	None	\$ 300,000	\$ 1,100,000	\$ 1,400,000
				\$ -	\$ -	\$ -
Total:				\$ 3,000,000	\$ 2,800,000	\$ 5,800,000

EXHIBIT B

Indirect Costs and Profit

City of Roseville, CA

Indirect Cost(s)

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Indirect Cost Base Amount	Energy Commission Funds	Match Share	Total
	0.00%		\$ -	\$ -	\$ -	\$ -
Total:				\$ -	\$ -	\$ -

Profit

(Profit is not allowed for Grant Recipients)

Profit Rate	Profit Base Description	Profit Base Amount	Energy Commission Funds	Match Share	Total
0.00%		\$ -	\$ -	\$ -	\$ -
Total:			\$ -	\$ -	\$ -

EXHIBIT B

Category Budget

Name of Organization

Brown and Caldwell

☐ Contractor/Recipient

☒ Subcontractor

☐ Small Business

☐ Micro Business

☐ Disabled Veteran Business Enterprise (DVBE)

Cost Category	Energy Commission Reimbursable Share	Match Share	Total
Direct Labor	\$ -	\$ 441,000	\$ 441,000
Fringe Benefits	\$ -	\$ -	\$ -
Total Labor	\$ -	\$ 441,000	\$ 441,000
Travel	\$ -	\$ -	\$ -
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ -	\$ -	\$ -
Subcontractors	\$ -	\$ -	\$ -
Total Other Direct Costs	\$ -	\$ -	\$ -
Indirect Costs	\$ -	\$ -	\$ -
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
Total Indirect and Profit	\$ -	\$ -	\$ -
Grand Totals	\$ -	\$ 441,000	\$ 441,000

EXHIBIT B

Direct Labor (Unloaded)

Brown and Caldwell

Hourly Rates

Employee Name	Job Classification / Title	Maximum Labor Rate (\$ per hour)	# of Hours	Energy Commission Funds	Match Share	Total
William Pevec	Engineer III	\$ 128.99	1,000	\$ -	\$ 128,990	\$ 128,990
Adam Ross	Chief Engineer	\$ 292.46	400	\$ -	\$ 116,984	\$ 116,984
Alison Nojima	Principal Engineer	\$ 192.91	316	\$ -	\$ 60,992	\$ 60,992
Matthew Pagendarm	Managing Engineer	\$ 226.55	250	\$ -	\$ 56,638	\$ 56,638
Dan Gagne	Supervising Engineer	\$ 235.92	60	\$ -	\$ 14,155	\$ 14,155
Larry Witus	Supervising Designer	\$ 222.35	180		\$ 40,023	\$ 40,023
Mark Oliver	Principal Engineer	\$ 128.99	180	\$ -	\$ 23,218	\$ 23,218
Hourly Direct Labor Totals				\$ -	\$ 441,000	\$ 441,000

Monthly Salary Rates

Employee Name	Job Classification / Title	Labor Rate (\$ per month)	# of Months	Energy Commission Funds	Match Share	Total
		\$ -		\$ -	\$ -	\$ -
Monthly Direct Labor Totals				\$ -	\$ -	\$ -

	Energy Commission Funds	Match Share	Total
Direct Labor Grand Totals	\$ -	\$ 441,000	\$ 441,000

EXHIBIT B

Fringe Benefits

Brown and Caldwell

Fringe Benefit Base Description (Employee or Job Classification/Title)	Max. Fringe Benefit Rate (%)	Direct Labor Costs (\$)	Energy Commission Funds	Match Share	Total
	0.00%	\$ -	\$ -	\$ -	\$ -
Fringe Benefit Totals		\$ -	\$ -	\$ -	\$ -

EXHIBIT B

Travel

Brown and Caldwell

Traveler's Name and/or Classification	Departure and Destination	Trip Purpose	Energy Commission Funds	Match Share	Total
			\$ -	\$ -	\$ -
Total:			\$ -	\$ -	\$ -

EXHIBIT B

Equipment

Brown and Caldwell

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -	\$ -
Total:					\$ -	\$ -	\$ -

EXHIBIT B

Materials & Miscellaneous

Brown and Caldwell

Task No.	Description	Purpose	# Units	Unit Cost	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -	\$ -
Total:					\$ -	\$ -	\$ -

EXHIBIT B

Subcontracts

Brown and Caldwell

Task No.	Subcontractor Name	Purpose	CA Business Certifications DVBE/ SB/MB/None	Energy Commission Funds	Match Share	Total
				\$ -	\$ -	\$ -
Total:				\$ -	\$ -	\$ -

EXHIBIT B

Indirect Costs and Profit

Brown and Caldwell

Indirect Cost(s)

Name of Indirect Cost	Maximum Rate	Indirect Cost Base Description	Indirect Cost Base Amount	Energy Commission Funds	Match Share	Total
	0.00%		\$ -	\$ -	\$ -	\$ -
Total:				\$ -	\$ -	\$ -

Profit

(Profit is not allowed for Grant Recipients)

Profit Rate	Profit Base Description	Profit Base Amount	Energy Commission Funds	Match Share	Total
0.00%		\$ -	\$ -	\$ -	\$ -
Total:			\$ -	\$ -	\$ -

EXHIBIT C

ALTERNATIVE AND RENEWABLE FUEL AND VEHICLE TECHNOLOGY PROGRAM (ARFVTP) TERMS AND CONDITIONS

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TERMS AND CONDITIONS

1. **Grant Agreement**

This project is being funded with a grant from the California Energy Commission's (Energy Commission) Alternative and Renewable Fuel and Vehicle Technology Program.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Energy Commission may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the Energy Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the Energy Commission and the Recipient. Project means Recipient's specific project that is funded in whole or in part by this Agreement. The Recipient's project may coincide with or extend outside the Agreement Period.

All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The Energy Commission cannot authorize any payments until all parties sign this Agreement.

2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsection (f). Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

Solicitation Documents (if award is made through a competitive solicitation)

- a. The funding solicitation under which this Agreement was awarded.
- b. The Recipient's proposal submitted in response to the solicitation

Federal Cost Principles (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

- c. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

Federal Acquisition Regulations (applicable to commercial organizations)

- d. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

- e. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

General Laws

- f. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. *Funding Limitations*

Any federal, State, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

4. *Due Diligence*

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Energy Commission Agreement Manager (CAM) will periodically evaluate the Schedule of Products and Due Dates for completion of the Statement of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the Energy Commission's remedies, be terminated.

5. *Products*

Products are defined as any tangible item specified in the Statement of Work. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the CAM for review and comment. The Recipient will submit an original and two copies of the final version of all products to the CAM.

6. *Reports*

- a. Progress Reports

The Recipient shall submit progress reports to the CAM as indicated in the Special Conditions or Work Statement. At a minimum, each progress report shall include the following:

Work Statement: This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each, including a discussion of any products due and whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

Financial Status: This section should include a narrative report comparing costs incurred to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

Additional Information: Additional information may be required in the progress reports as specified in the Work Statement or Special Conditions.

b. Final Reports

A draft final report shall be submitted to the CAM no later than 60 days prior to the end of the Agreement term. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the grant Recipient to maintain or further develop the project.
- A consolidated list of subcontractors funded in whole or in part by the grant Recipient. Include the name, address, concise statement of work done, period, and value of each.
- Additional information as specified in this Agreement or as directed by the CAM.

The CAM will review the draft report. The Recipient will incorporate applicable comments and submit the final report (the original and two copies) to the CAM.

The Recipient may only submit a request for the final payment (including any retention) after the final report is completed, submitted to the CAM, and Alternative and Renewable Fuel and Vehicle Technology Program management has verified satisfactory completion of work.

c. Rights in Reports

The Energy Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Energy Commission.

d. **Failure to Comply with Reporting Requirements**

Failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

7. Publications - Legal Statement on Reports and Products

The Recipient is encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Energy Commission, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

8. Changes to the Agreement

a. **Procedure for Requesting Changes**

The Recipient must submit a written request to the CAM for any change to the Agreement. The request must include:

- A brief summary of the proposed change;
- A brief summary of the reason(s) for the change;
- Justification for the change; and
- The revised section(s) of the Agreement, with changes made in underline/ strikethrough format.

b. Approval of Changes

No amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the Commission's unilateral termination rights in Section 13 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a Commission business meeting or by the Executive Director (or his/her designee).

The CAM or Commission Agreement Officer will provide the Recipient with guidance regarding the level of Commission approval required for a proposed change.

c. Personnel or Subcontractor Changes

All changes below require advance written approval by the CAM, in addition to the appropriate level of Commission approval as described in subsection (b).

1) Replacement of Key Personnel, Subcontractors, and Vendors

The CAM must provide advance written approval of the replacement of personnel, subcontractors, and vendors who are identified in the Agreement and are critical to the outcome of the project, such as the Project Manager.

2) Assignment of New Personnel to an Existing Job Classification

If the Recipient or a subcontractor seeks to assign new personnel to a job classification identified in Exhibit B, the Recipient or subcontractor must submit the individual's resume and proposed job classification and rate to the CAM for approval. The proposed rate may not exceed the maximum rate identified for the job classification. Neither the Recipient nor any subcontractor may use the job classifications or rates of their subcontractors for personnel.

If the individual performs any work prior to the effective date of the amendment documenting the change, the Recipient will bear the expense of the work.

3) Promotion of Existing Personnel (Applies to Recipients and major subcontractors)

Promotion of existing Recipient and major subcontractor personnel to rates higher than those listed for their current classification in Exhibit B will not be approved. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

4) Addition of job classifications and changes in hours.

5) Increased direct operating expenses and rates that exceed the expenses and rates identified in Exhibit B.

9. Contracting and Procurement Procedures

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

All subcontracts must be submitted to the CAM for review prior to execution. For subcontracts that are listed as "to be determined" in the Budget, the Recipient must submit a revised Budget to the CAM, identifying the subcontractor and specific items of cost expected to be incurred by that subcontractor. In addition, Recipient must have a fully executed subcontract before the subcontractor can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The Energy Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
- Retention of Records provisions specified in this Agreement.
- Audits provisions specified in this Agreement.
- Language conforming to the "Indemnification" provision in this Agreement.
- Public Work -- Payment of Prevailing Wages Generally Required by Law provisions in this Agreement

Recipients who are subcontracting with University of California (UC) may use the terms and conditions negotiated by the Energy Commission with UC for their subcontracts. Recipients who are subcontracting with the Department of Energy (DOE) national laboratories may use the terms and conditions negotiated with DOE.

Without limiting any of the Commission's other remedies, failure to comply with the above requirements may result in the termination of this Agreement.

10. Bonding and Insurance

The Recipient will follow its own bonding and insurance requirements relating to bid guarantees, performance bonds, and payment bonds without regard to the dollar value of the subcontract(s) as long as they reflect applicable state and local laws and regulations.

11. Permits and Clearances

The Recipient is responsible for ensuring all necessary permits and environmental documents are prepared and clearances are obtained from the appropriate agencies.

12. Equipment

Equipment is defined as having a useful life of at least one year, having an acquisition unit cost of at least \$5,000, and purchased with Energy Commission funds. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including those products, objects, machinery, apparatus, implements or tools from which over thirty percent (30%) of the equipment is composed of materials purchased for the Project. For purposes of determining depreciated value of equipment used in the Agreement, the Project shall terminate at the end of the normal useful life of the equipment purchased, funded and/or developed with Energy Commission funds. The Energy Commission may determine the normal useful life of such equipment.

Title to equipment acquired by the Recipient with grant funds shall vest in the Recipient. The Recipient shall use the equipment in the project or program for which it was acquired as long as needed, whether or not the project or program continues to be supported by grant funds, and the Recipient shall not encumber the property without CAM approval. When no longer needed for the original project or program, the Recipient shall contact the CAM for disposition instructions.

13. Termination

This project may be terminated for any reason set forth below.

a. With Cause

The Energy Commission may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

The term "for cause" includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of subcontractors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient's inability to pay its debts as they become due and/or the Recipient's default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or Energy Commission policy such that the work or product being funded would not be supported by the Commission.

b. **Without Cause**

The Energy Commission may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

14. Stop Work

Energy Commission staff may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

- a. **Compliance.** Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to stop the incurrence of costs allocable to the Energy Commission.
- b. **Canceling a Stop Work Order.** Recipient shall resume the work only upon receipt of written instructions from Energy Commission staff.

15. Travel and Per Diem

- a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the Energy Commission's Web Site at: http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF.
- b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned.
- c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.

- d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and Commission Agreement Officer prior to travel departure. The Energy Commission will reimburse travel expenses from the Recipient's office location.
- e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure and destination cities. Travel receipts, including for travel meals and incidentals, shall be submitted with payment requests requesting reimbursement from the Energy Commission.

16. Standard of Performance

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the Energy Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Energy Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission;
- The Energy Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
- The Energy Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (1) and (2) above. In the event the Energy Commission directs Recipient/subcontractor not to re-perform a task, the Energy Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

17. Payment of Funds

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed.

The Recipient can only bill for actual expenses incurred at the Recipient's actual rates not to exceed the rates specified in the Budget (e.g., direct labor rates, fringe benefit rates, and indirect rates). For example, if the Budget includes an employee's hourly rate of \$50/hour but the employee is only paid \$40/hour, the Recipient can only bill for \$40/hour. Under the same example, if the employee earned \$70/hour but the Budget only lists \$50/hour, the Recipient can only bill for \$50. Another example is if the maximum fringe benefit rate listed in the Budget is 20% but the Recipient's actual fringe benefit rate is only 15%, the Recipient can only bill at 15%. If the actual rates (e.g., direct labor rates, fringe benefit rates, and indirect rates) exceed the approved rates in the Budget, the difference may be charged to the agreement as a match share expenditure.

a. Payment Requests

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement. The final payment request must be received by the Energy Commission along with the draft Final Report 60 days prior to the end of the Agreement term.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

b. Documentation

All payment requests must be submitted using a completed Payment Request form. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Energy Commission and match share, including backup documentation for actual expenditures, such as time cards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient via a Dispute Notification Form (Std. 209) and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.

Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient's authorized officer:

I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.

Additional certification required related to the payment of prevailing wages. Refer to section 26 of these terms and conditions for more information.

d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

e. Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.

- f. Fringe Benefits, Indirect Overhead, and General and Administrative (G&A), Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:
- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.
 - The cost pools used to develop the federal rates must be allocable to the Energy Commission Agreement, and the rates must be representative of the portion of costs benefiting the Energy Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Energy Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Energy Commission Agreement.
 - The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Energy Commission Agreement.
 - The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.
- g. Retention
- It is the Energy Commission's policy to retain 10 percent of any payment request or 10 percent of the total Energy Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.
- h. State Controller's Office
- Payments are made by the State Controller's Office.

18. Fiscal Accounting Requirements

a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of Energy Commission funds for each project funded by the Energy Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.

b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

c. Audits

Upon written request from the Energy Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Energy Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Energy Commission notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.

d. Cost or Match Share

Cost or Match Share means cash or in-kind (non-cash) contributions provided by Recipient, subcontractors or other parties that will be used in performance of this Agreement.

If the grant Budget includes cost or match share under this Agreement, the Recipient agrees to be liable for the percentage of cost or match share identified in this Agreement of the total allowable project costs incurred even if the project is terminated early or is not funded to its completion.

Total allowable project cost is the sum of the Agreement share and Recipient share of the project costs. *Cost share* percentage is calculated by dividing Recipient cost share amount by the total allowable project cost. *Match share* percentage is calculated by dividing Recipient match share by the Agreement share of the project costs.

Failure to provide the minimum required cost or match share may result in the subsequent recovery of some or all of the funds provided under this Agreement.

The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind services) and provide complete documentation of expenditures as described under "Payment of Funds."

19. Indemnification

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

20. Workers' Compensation Insurance

- a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.
- b. If Recipient is self-insured for worker's compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

21. General Provisions

a. Governing Law

It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission.

c. Assignment

Without the written consent of the Energy Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

d. Timeliness

Time is of the essence in this Agreement.

e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Energy Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

(1) Recipient shall promptly notify the Energy Commission of the occurrence of each of the following:

- (a) A change of address.
- (b) A change in the business name or ownership.
- (c) The existence of any litigation or other legal proceeding affecting the project.
- (d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.
- (e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Energy Commission's rights.

(2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Energy Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Energy Commission is not satisfied that the new entity can perform as the original Recipient, the Energy Commission may terminate this Agreement as provided in the termination paragraph.

i. **Survival of Terms**

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"
- "Equipment"
- "Change in Business"
- "Termination"
- "Audit"
- "Indemnification"
- "Fiscal Accounting Requirements"

22. Certifications and Compliance

a. **Federal, State and Municipal Requirements**

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

b. **Nondiscrimination Statement of Compliance**

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).
- (2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - The dangers of drug abuse in the workplace;
 - The person's or organization's policy of maintaining a drug-free workplace;
 - Any available counseling, rehabilitation, and employee assistance programs; and
 - Penalties that may be imposed upon employees for drug abuse violations.
- (3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:
 - Will receive a copy of the company's drug-free policy statement;
 - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Energy Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of \$100,000, the Recipient acknowledges that:

- It 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 Family Code; and
 - 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.
- e. **Americans with Disabilities Act**
- By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

23. Site Visits

The Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

24. Confidentiality

a. Information Considered Confidential

Confidential information is information designated confidential pursuant to the procedures specified in 20 CCR 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

b. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as "Confidential" on each page of the document containing the Confidential Information and presented in a sealed package to the Commission Agreement Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the "confidential" volume: no Confidential Information will be in the "public" volume.

c. **Submittal of Unanticipated Confidential Information as a Deliverable**

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

d. **Disclosure of Confidential Information**

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

25. Budget Contingency Clause

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in the Scope of Work. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either:

- 1) cancel this Agreement with no liability occurring to the Energy Commission; or
- 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

26. Public Works -- Payment of Prevailing Wages

Generally Required by Law

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over \$1,000.

NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.

Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

NOTE: Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this Agreement, Recipient as a material term of this Agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this Agreement, Recipient must either:

(a) Proceed on the assumption that the project is a public work and ensure that:

- (i) prevailing wages are paid; and
- (ii) the project budget for labor reflects these prevailing wage requirements; and
- (iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

NOTE: Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a "public work" as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

NOTE: Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before this Agreement from the Energy Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

NOTE: California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.

Subcontractors and Flow-down Requirements. Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevaling wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

Indemnification and Breach. Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this Agreement that excuses the Energy Commission's performance of this Agreement at the Energy Commission's option, and shall be at Recipient's sole risk. In such a case, Energy Commission may refuse payment to Recipient of any amount under this Agreement and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this Agreement, and as a material term of this Agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

Budget. Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

Covered Trades. For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

Questions. If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting this Agreement.

Certification. Recipient shall certify to the Energy Commission on each Payment Request Form, either that (1) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (2) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this Agreement, and Energy Commission shall be relieved of any obligation to pay said funds.

27. *Intellectual Property*

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.

EXHIBIT D Contact List

California Energy Commission	Recipient
Commission Agreement Manager: Andrew Hom California Energy Commission 1516 Ninth Street, MS-27 Sacramento, CA 95814 Phone: (916) 651-3000 Fax: (916) 654-4676 e-mail: andrew.hom@energy.ca.gov	Project Manager: George Hanson City of Roseville 2005 Hilltop Circle Roseville, CA 95747 Phone: (916) 746 - 1764 Fax: (916) 746 - 1750 e-mail: ghanson@roseville.ca.us
Commission Agreement Office: California Energy Commission 1516 Ninth Street, MS-18 Sacramento, CA 95814 Phone: (916) 654-4381 Fax: (916) 654-4423	Administrator: Todd Jordan City of Roseville 1800 Booth Road Roseville, CA 95747 Phone: (916) 746 - 1829 Fax: (916) 746 - 1932 e-mail: tjordan@roseville.ca.us
Accounting Office: California Energy Commission 1516 Ninth Street, MS-2 Sacramento, CA 95814	Accounting Officer: Janet Vargas City of Roseville 2005 Hilltop Circle Roseville, CA 95747 Phone: (916) 774 - 5557 Fax: (916) 746 - 1750 e-mail: jvargas@roseville.ca.us
Legal Notices: Tatyana Yakshina Grants Manager 1516 Ninth Street, MS-18 Sacramento, CA 95814 Phone: (916) 654-4204 Fax: (916) 654-4423 e-mail: tatyana.yakshina@energy.ca.gov	Recipient Legal Notices: Ken Glotzbach City of Roseville 2005 Hilltop Circle Roseville, CA 95747 Phone: (916) 774 - 5754 Fax: (916) 746 - 1750 e-mail: kglotzbach@roseville.ca.us

RESOLUTION NO. 19-334

APPROVING THE CALIFORNIA ENERGY COMMISSION GRANT AGREEMENT, BY
AND BETWEEN THE CITY OF ROSEVILLE AND THE STATE OF CALIFORNIA, AND
AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE
CITY OF ROSEVILLE

WHEREAS, the California Energy Commission Grant Agreement for the Pleasant Grove Wastewater Treatment Plant Energy Recovery project, by and between the City of Roseville and the State of California, has been reviewed by the City Council; and

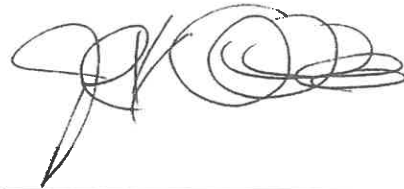
NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said grant agreement is hereby approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 17th day of July, 2019, by the following vote on roll call:

AYES COUNCILMEMBERS: Alvord, Roccucci, Houdesheldt, Allard

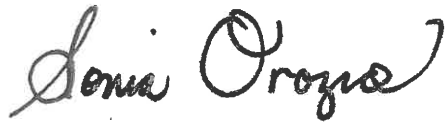
NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: Bernasconi



MAYOR

ATTEST:



City Clerk



City Clerk
311 Vernon Street
Roseville, California 95678-2649

July 24, 2019

California Energy Commission
1516 9th Street MS 18
Sacramento, CA 95814

**RE: STATE OF CALIFORNIA GRANT AGREEMENT ARV-18-020 - GRANT
AGREEMENT APPROVAL**

At the meeting of July 17, 2019 the City Council adopted a resolution authorizing the City Manager to execute the above agreement. The original agreement, which has been signed by the City, is enclosed along with a certified copy of authorizing Resolution No. 19-334.

When the agreement has been fully executed, please return one original to: Cary Busterna, City of Roseville, City Clerk Department, 311 Vernon Street, Roseville, CA 95678.

If you have any questions, please contact Tracie Mueller at (916) 774-5688.

SONIA OROZCO, MMC
CITY CLERK

By:

A handwritten signature in cursive script that reads "Cary Busterna".

Cary Busterna
City Clerk Technician

Cc: Tracie Mueller/ Environmental Utilities
Pam Walsh / Environmental Utilities

December 17, 2020

State of California, CEC
Attn: Adrienne Winuk
1516 Ninth Street MS-18
Sacramento, CA 95814-5512

**RE: PGWWTP ENERGY RECOVERY PROJECT, AGREEMENT ARV-18-020 –
AMENDMENT TO ADD STREAMLINING GRANT TERMS AND CONDITIONS**

At the Roseville City Council meeting of December 16, 2020, the Roseville City Council approved the above referenced Agreement amendment between you and the City. Enclosed please find a fully executed agreement and a certified copy of Resolution Number 20-504.

When the agreement has been fully executed, please return one original to Cary Camilleri, City of Roseville, City Clerk Department, 311 Vernon Street, Roseville, CA 95678.

If you have any questions, please contact Senior Engineer Tracie Mueller at 916-774-5688.

SONIA OROZCO, MMC
CITY CLERK Environmental Utilities

By:



Cary Camilleri
City Clerk Technician

cc: Tracie Mueller / Environmental Utilities

AMENDMENT TO ADD STREAMLINING GRANT TERMS AND CONDITIONS

The Energy Commission (CEC) has undergone a significant effort to improve its grant agreements across its programs. To implement these improvements, the CEC and existing grant recipients must amend existing agreements. Because different CEC programs have different terms and conditions and because even the same CEC programs can have different terms depending on when the agreements were executed, individually changing the terms in each existing grant agreement is impractical. Instead, the CEC has developed these terms and conditions and placed them in their own document. The existing grant agreement identified in the signature block at the end of this document is being amended to include this document. The effective date of this amendment is the date the parties execute it, which is the date the last of the parties signs it.

The CEC acknowledges that terms in this document will conflict with some of the terms and other requirements in existing grant agreements. Accordingly, where there is a conflict, the CEC and Recipient agree that this document controls. Outside of the changes made by this document, all other grant terms and requirements remain unchanged.

Acronyms and Terms Used in this Document and Their Meaning

Agreement	The grant agreement executed between the CEC and the Recipient.
Budget Categories	Means the following categories in Exhibit B, Budget: Direct Labor, Fringe Benefits, Travel, Equipment, Materials and Miscellaneous, Subrecipients and Vendors (formerly Subcontractors), and Indirect Costs and Profit.
CAM	Commission Agreement Manager
CEC	California Energy Commission
Existing Terms	The terms that might be found in any of the CEC grant agreements in any of its programs, including the terms for this Agreement.
Incurred Costs	An expense for which the Recipient has become liable (legally obligated) to pay.
MTDC	Modified Total Direct Costs, which means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, rental costs, tuition remission, scholarships and fellowships, and the portion of each subaward in excess of \$25,000.
Paid Costs	An expense for which the Recipient has already made payment.
Recipient	The entity that executed this Agreement with the CEC.
Subaward	For the Recipient, a Subaward means all agreements it has with Subrecipients and Vendors. For a Subrecipient, a Subaward means all agreements it has with Sub-Subrecipients and Vendors. For any lower-tiered level of Sub-Subrecipient, a Subaward means all agreements it has with its own Sub-Subrecipients and Vendors.

Subrecipient (formerly Subcontractor)	A person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of the grant's activities. A Subrecipient's role involves discretion over grant activities and is not merely just selling goods or services.
Sub-Subrecipient	Has the same meaning as a Subrecipient except that it receives grant funds from a Subrecipient or any lower tier level of a Sub-Subrecipient.
Vendor	A person or entity that sells goods or services to the Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient, in exchange for some of the grant funds, and does not make decisions about how to perform the grant's activities. The Vendor's role is ministerial and does not involve discretion over grant activities.
These Terms	The terms in this document titled "Streamlining Grant Terms and Conditions."

1. Decoupling Products from Invoices

Existing Terms typically require grant recipients to submit products with invoices. This is no longer required. Recipients can separately submit products and invoices.

2. Quarterly Instead of Monthly Reports

Most grants include within their scopes of work an administrative task requiring grant recipients to submit monthly progress reports, often concurrent with submission of an invoice. This is no longer required. Instead, Recipients will now submit progress reports quarterly instead of monthly. Unless a different arrangement is discussed with and approved by the Commission Agreement Manager (CAM) in writing, which can be done without amending these terms (e.g., as simple as an email from the CAM), quarterly means by the tenth day of each January, April, July, and October.

3. New Requirement for Monthly Calls with the CAM

Instead of monthly progress reports currently required under Task 1, Recipients shall participate in brief phone calls that will occur at least monthly and which will be initiated by the CAM to briefly discuss project progress and identify any emerging issues. Monthly calls might not be held on those months when a quarterly progress report is submitted or the CAM determines that a monthly call is unnecessary.

4. Amendments and Other Changes

Existing Terms typically require a written amendment signed by both the CEC and Recipient for any change to the grant agreement. In contrast, These Terms allow certain changes, as described in this document, to be made to this Agreement without a formal amendment.

A. Budget Reallocations

No CEC approval is needed for a Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient to move funds within each of the following Budget Categories listed in the Exhibit B: Direct Labor, Fringe Benefits, Travel, Equipment, Materials and Miscellaneous, Subrecipients, and Indirect Costs. (However, please note that per section 4.B. below, any new M&M, Equipment, Subrecipient or Vendor not listed in the budget does need to be approved prior to reimbursement.) If the Recipient wants to move funds between Budget Categories or submits an invoice that if paid would exceed a Budget Category, the Recipient has at least the following choices:

1. Request an amendment from the CEC. The CEC will not pay the invoice if and until an amendment is approved. In its sole discretion, the CEC might pay the portion of the invoice that does not involve the amount that goes beyond the Budget Category.
2. Retract the invoice and resubmit a corrected one that keeps within Budget Categories. The Recipient can treat the amount paid beyond the Budget Category as match funds if the expenditure meets all of the applicable Agreement requirements for match funds.

This new flexibility does NOT mean the Recipient can exceed the overall Agreement amount.

Because Existing Terms may define “Budget Reallocation” to mean the movement of funds between tasks and possibly in other ways than moving funds between Budget Categories, such definitions are considered deleted and superseded by These Terms.

B. New Items under Materials and Miscellaneous, and Equipment

The CAM must approve in writing of any new materials and miscellaneous expenses of \$5,000 or more or new equipment the Recipient plans to purchase and be reimbursed under this Agreement that is not already listed in Exhibit B, Budget. To accomplish this, the Recipient can submit either prior to invoicing or with its invoice a completed form titled "[NEW EQUIPMENT/M&M FORM](#)" which includes a description of the item and a brief explanation of the need for the item. The CAM will approve items that he or she determines to be necessary to the Agreement and do not exceed budgeted amounts for each Budget Category unless Recipient follows the processes in section 4.A. “Budget Reallocation” directly above.

Any restrictions in the solicitation or elsewhere in the Agreement still apply to the specific items under Materials and Miscellaneous, and Equipment that can be purchased using CEC Funds or Match Share Funds. The restrictions still apply even though the CAM does not have to approve new materials and miscellaneous expenses under \$5,000.

C. An Amendment is No Longer Needed to Replace “Key Personnel.”

Existing Terms typically require Recipients and their Subrecipients to obtain advance written approval, sometimes through a formal written amendment, before the Recipient replaced key or other personnel. Now, except when replacing “key personnel” the Recipient and its Subrecipients and any lower-tiered level of Sub-Subrecipient, can replace their respective personnel without written approval. Although changes to “key personnel” do require written approval, that approval can be requested and granted simply through an e-mail communication or other form of written communication.

These Terms clarify that Recipients may be reimbursed for actual expenses incurred by new “key personnel” during the term of the Agreement, even if written approval comes after an individual begins work on the project. However, if the replacement is not approved, then the Energy Commission will not reimburse for any expenses charged for the individual. Accordingly, Recipients are strongly encouraged to obtain advance written approval for “key personnel” or risk not being reimbursed for their work.

Recipient must keep the CAM informed of personnel changes through monthly calls and quarterly progress reports. In addition to any other rights and remedies available to the CEC, the Energy Commission retains its authority to issue a Stop Work Order if it becomes clear that a Recipient or Subrecipient’s personnel, key or otherwise, are unable to fulfill their responsibilities under the Agreement.

Please note that the process in the Existing Terms for replacing Subrecipients and Vendors, and each tier lower of Sub-Subrecipients, may have changed. See section 7 below titled “Subrecipients and Vendors.”

D. Assignment of New Personnel to an Existing Job Classification

Existing Terms might require Recipients to submit a resume and other information to the CAM to approve before assigning new personnel to existing job classifications. The Existing Terms might also require an amendment, and that an amendment must be fully executed before new personnel can begin work on the agreement. This pre-approval is no longer required. Instead, Recipient will keep the CAM informed of personnel changes and provide any information requested by the CAM during monthly calls and/or quarterly progress reports. Please see section 5.A. below in the “Budgets and Payment of Funds” term for how direct labor rates will now be handled.

E. Promotion of Existing Personnel to an Existing Job Classification

Existing Terms might require grant recipients to execute an amendment or otherwise provide information to, and obtain approval from, the CAM before promoting existing personnel to

existing job classifications. None of this is required any longer. Please see section 5.A. below in the “Budgets and Payment of Funds” term for how direct labor rates will now be handled.

5. Budgets and Payment of Funds

A. No More Capped Maximum Rates for Direct Labor and Fringe Benefits

Existing Terms typically state that rates in Exhibit B, Budget, for Direct Labor, Fringe Benefits, Indirect Costs, and Profit (for Subrecipients) are maximum rates and Recipients can invoice for actual expenses up to these capped, maximum rates.

Under These Terms, the rates in Exhibit B, Budget, for Direct Labor and Fringe Benefits are now treated as estimates and not capped rates. The Recipient can invoice at higher rates as long as it is only invoicing for actual expenditures it has made. However, the Recipient cannot invoice and be paid for more than the total amount in each Budget Category without an amendment (please see section 4.A. above in these terms), or for more than the total Agreement amount.

Please note this new flexibility only applies to rates for Direct Labor and Fringe Benefits. Except as otherwise provided in These Terms, restrictions on Indirect Costs and Profit in the Existing Terms still apply.

Please also note that rates listed in the budget are NOT “negotiated rates” that can be charged by a Recipient or Subrecipient – documentation must be made available upon request to show that the rates charged reflect actual costs incurred.

B. Options for Indirect Costs

Existing Terms typically allow grant recipients to invoice and receive reimbursement for actual Indirect Costs up to the maximum amount listed in Exhibit B, Budget. Indirect Costs are subject to audit, and recipients are required to provide backup documentation upon request proving the actual amount of their Indirect Costs. These Terms provide two additional options.

The following options may be available to any Recipient who has not yet invoiced for indirect costs at the time of this amendment. These options are not available to any Recipient that has opted not to claim indirect. A Recipient may not use these options to increase a current indirect rate on which the Recipient was scored in the application process. Once a Recipient has been reimbursed for indirect costs, they may not switch among options.

1. De Minimis Option

Under These Terms, the Recipient can elect to invoice and receive a de minimis amount at the set rate of 10% of the Modified Total of Direct Costs (MTDC) for Indirect Costs. This cannot be combined with any other Indirect Rate option.

MTDC is defined for purposes of These Terms as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, rental costs, tuition remission, scholarships and fellowships, and the portion of each subaward in excess of \$25,000. This is the same definition used in federal grants. Keeping this the same as the federal definition should make this easy for recipients with both federal and CEC grants that elect this option.

If the Recipient chooses this de minimis option for Indirect Costs, the Recipient will not have to provide backup documentation for the de minimis amount and will not be audited on it. However, the Existing Term requirements, including for backup documentation and audits, still apply to any Indirect Costs invoiced by the Recipient and reimbursed by the CEC not utilizing the de minimis amount.

2. Defense Contract Audit Agency (DCAA) or other Federally Approved Indirect Rate

An entity that has a federally approved indirect rate from DCAA or another Federal agency may use the approved indirect rate for Energy Commission grants. A copy of the Federal agency's letter must be provided.

This rate will typically shift annually, and this shift is generally acceptable. This is the only Indirect Cost option that is not strictly subject to the max rate cap that typically applies to Indirect Costs. If the federal rate decreases from year to year, that will be a cost savings under this budget category. If the federal rate increases from year to year, this will require a budget reallocation. If the Energy Commission, in its sole discretion, determines that a budget reallocation to accommodate an increased Indirect Rate would risk the ultimate success of the project, or is otherwise not in its best interest, the Energy Commission reserves the right to either propose a smaller increase that would not risk the ultimate success of the project, or refuse to increase the Indirect Rate. For any increase the Energy Commission will not reimburse from CEC Funds, the Recipient or Subrecipient may choose to charge the increase as Match Funds.

If the Recipient chooses this option for Indirect Costs, the Recipient will not be audited on this budget category. However, the Existing Term requirements, including for backup documentation and audits, still apply to any Indirect Costs invoiced by the Recipient and reimbursed by the CEC not utilizing this option.

C. Travel and Per Diem

1. Travel not listed in Exhibit B, Budget, can be added without an amendment via CAM approval. CAM approval can come in one of two forms: written authorization from the CAM prior to the Recipient taking the trip, or through the invoice review. Outside of a budget reallocation, additional travel requests are submitted using the CEC's [Travel](#)

Form. Recipient understands, however, that any travel taken that is not listed in Exhibit B, the Budget, or not pre-approved by the CAM in writing, is at the Recipient's own financial risk. The CAM might not approve the trip as part of invoice review. Please note that the Recipient cannot invoice and be paid for more than the total amount in the Travel Budget Category without an amendment (please see section 4.A. above in These Terms), or for more than the total Agreement amount.

2. Existing Terms explain what recipients can invoice for and be reimbursed for travel and per diem expenses. After this Agreement is amended to include These Terms, Recipients can instead invoice and be reimbursed using the rates listed on the ECAMS Resources webpage, and which will be included in a forthcoming Grant Manual. Because the rates in the CEC's Grant Manual can change over time, the Recipient will be allowed to be reimbursed for the rates in the Grant Manual when the trip expenses become an Incurred Cost. The CEC shall notify the Recipient in writing by way of the Active Agreements listserve if the travel rates in the Grant Manual change. Please sign up for the Active Agreements listserve to stay informed of all updates.

3. Lodging

The Recipient can invoice at standard room rates. The CEC will not reimburse for luxury accommodations.

4. Airfare

The Recipient can invoice at coach rates on commercial carriers. The CEC will not pay for upgrades on flights.

5. Rental Car

The Recipient can invoice for vehicles appropriate for the purpose of the travel. The CEC will not reimburse expenses for luxury vehicles.

6. Bus/Train

The Recipient can invoice for standard coach rates. The CEC will not reimburse for upgrades.

7. Per Diem

Per diem is allowable for actual costs incurred up to the total daily maximum for the following combined expenses:

- Meals
- Incidentals (i.e. tips for hotel staff and taxi/ride share drivers)
- Parking
- Tolls

- Taxi/ride share

The CEC will not reimburse any expenses under this Agreement for alcoholic beverages. In addition, the daily per diem is for the individual expenses of those traveling and working on the Agreement only. It cannot be used to pay for expenses of others (e.g., it cannot be used to buy a meal for someone else).

D. Payment Request Format

Existing Terms may list specific items the Recipient must include in its invoices. These requirements in the Existing Terms is no longer required. Instead, the CAM will provide an invoice template, and any further modifications to it, that the Recipient shall use.

E. Rounding

Under These Terms, the only exception to the CEC paying actual expenses is rounding to the nearest cent. Recipient, Subrecipients, and each lower-tiered level of Sub-Subrecipients shall round invoiced amounts to the nearest cent (\$0.01) using standard rounding, which is rounding down for \$0.000 through \$0.004, and rounding up for \$0.005 through \$0.009. Rounding cannot be used to exceed the amount in any Budget Category (see section 4.A. above in These Terms) or exceed the total Agreement amount.

F. New Certification for Payment Requests

Existing Terms may require recipients to include and sign a certain certification in its payment requests. These Terms instead require the Recipient to include and sign the certification provided by the CAM in the Invoice Template. The CAM can change this certification without amending this Agreement.

G. The CEC No Longer Must Use a Specific Dispute Notification Form to Dispute Invoices

Existing Terms may require the CEC to use a Dispute Notification Form, Std. 209 Form, or other specific form when disputing invoices. These requirements no longer apply. Under These Terms, the CEC can now dispute an invoice in any manner it chooses as long as it is provided in writing to the Recipient.

6. Incurred Costs

Existing Terms may not allow recipients to be reimbursed for Incurred Costs. Accordingly, These Terms change that and allow the CEC to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement's Budget; and (4) actual and allowable expenses under this Agreement.

The Recipient shall pay ALL Incurred Costs for which it has invoiced the CEC within 14 calendar days of receiving payment under this Agreement for the Incurred Costs. For example, if the Recipient invoices the CEC and then receives payment on September 15 for an Incurred Cost of \$10,000, the Recipient shall pay the entire \$10,000 by September 29. This requirement is needed to prevent Recipient from creating long lead times for Incurred Costs (e.g., invoicing and receiving payment from the CEC but not paying for the Incurred Costs for weeks or months).

The Recipient shall only invoice the CEC for Incurred Costs the Recipient will pay within 14 calendar days of receiving payment. For example, assume the Recipient has an Incurred Cost for a piece of equipment that costs \$300,000 and will pay in three installments of \$100,000 each over three months. The Recipient shall only invoice the CEC for \$100,000 each month. The Recipient shall not invoice for the entire \$300,000 and retain the balance over the three months.

For any Incurred Costs for which the Recipient received funds from the CEC and does not pay within 14 calendar days, the Recipient shall on the very next business day after the 14 calendar days submit repayment of the unpaid amount back to the CEC. Repaid funds will be placed back into the Agreement and will be available to reimburse allowable costs in accordance with this Agreement. When making a repayment under this provision, the Recipient shall specify "Repayment of Unspent Funds under Agreement [insert agreement number]." Recipient shall remit the repayment to:

California Energy Commission
Accounting Office
1516 Ninth Street, MS-2
Sacramento, CA 95814

This repayment requirement of the Recipient is in addition to any other rights the CEC can enforce relative to this Agreement. Recipient agrees and acknowledges that time is of the essence in paying Incurred Costs and submitting repayments, and the CEC can treat the Recipient's breach of either requirement as a material breach. Recipient can contact the CAM for any questions about the logistics of making repayments.

7. Subrecipients and Vendors

Existing Terms typically only distinguish between the Recipient and any lower tier of subcontractors. But not all subcontractors are the same. Some are entrusted with significant responsibility to meet the Agreement's objectives, and others are merely suppliers of goods and services.

These Terms allow the Recipient with CAM written approval to divide subcontractors into Subrecipients and Vendors. If this distinction is not made between Subrecipients and Vendors, all entities currently deemed subcontractors will be treated as Subrecipients.

A Subrecipient is defined as a person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of the grant's activities. A Subrecipient's role involves discretion over grant activities and is not merely just selling goods or services.

Characteristics which support the classification of the entity as a subrecipient include when the entity:

- (1) Has its performance measured in relation to whether objectives of a CEC program were met;
- (2) Has responsibility for programmatic decision-making;
- (3) Is responsible for adherence to applicable CEC program requirements specified in the CEC award agreement;
- (4) In accordance with its agreement, uses the CEC funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the recipient or subrecipient; or,
- (5) Provides match share funding contributions to the CEC-funded project.

A Sub-Subrecipient has the same meaning as a Subrecipient except that it receives grant funds from a Subrecipient. There can also be further levels below of Sub-Subrecipients.

A Vendor is defined as a person or entity that sells goods or services to the Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient, in exchange for some of the grant funds, and does not make decisions about how to perform the Agreement's activities. The Vendor's role is ministerial and does not involve discretion over Agreement activities. A vendor is an entity selected through a competitive process or is otherwise providing a product or service at a fair and reasonable price. Characteristics indicative of a procurement relationship between the Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient and a Vendor are when the Vendor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;
- (3) Normally operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the CEC program; and
- (5) may not be subject to compliance with all of the requirements of the CEC program as a result of the agreement, though similar requirements may apply for other reasons.

A. Subrecipient and Sub-Subrecipient Flow-Down Terms

For Recipient's agreements with Subrecipients, the Recipient shall follow any flow-down requirements in the Existing Terms for subcontractors, except the Recipient does not need to include the following terms if they are not applicable to a given Subrecipient:

1. The Legal Statements on Products term does not have to be included if the Subrecipient will not generate any Products.
2. The Travel and Per Diem term does not have to be included if the Subrecipient will not be reimbursed for travel with CEC funds.
3. The Equipment term does not have to be included if the Subrecipient will not be reimbursed for equipment with CEC funds.
4. The Confidentiality term does not have to be included if the Subrecipient will not have access to or generate confidential information.

B. Vendor Requirements

The flow-down requirements in the Existing Terms either come from the CEC or the law. Recipient does not have to include any CEC-created requirements in agreements with its Vendors unless it is necessary for the Recipient to meet its obligations to the CEC under the Agreement. But the Recipient is still required to make sure the Vendor complies with all applicable laws. For example, the Recipient still must ensure any Vendor complies with applicable Public Work Requirements, including the payment of prevailing wage, and also with the Nondiscrimination clause. These are requirements under the law.

The Recipient does not have to include in its Vendor agreements CEC-created terms, such as Equipment, Confidentiality, Travel and Per Diem, Retention of Records, and Audits, if the Recipient does not need them to fulfill its obligations to the CEC. An example where the Recipient might need to include a CEC-created term in a Vendor agreement is intellectual property. The Recipient must ensure the CEC has the intellectual property rights required under this Agreement. If a Vendor creates intellectual property that the Recipient provides to the CEC as part of the Agreement, the Recipient shall ensure its Vendor agreement secures the appropriate rights.

C. Replacing Subrecipients or Vendors

Under These Terms, all changes to Subrecipients and Vendors require advance written approval by at least the Commission Agreement Manager. A higher level of approval may be required based upon Energy Commission policy. Required approvals are included in the “Changes to Grants - Level of Approval and Notification Chart” commonly referred to as the “Changes Chart.”

These Terms clarify that Recipients may be reimbursed for actual expenses incurred by a new **Vendor** during the term of the Agreement, even if written approval comes after the entity has completed work on the project. However, if the new Vendor is not approved, then the Energy Commission will not reimburse for any expenses charged for the entity. Accordingly, Recipients are strongly encouraged to obtain advance written approval for new Vendors or risk not being reimbursed for their work.

However, any work completed by an entity that may replace an existing **Subrecipient** WILL NOT BE REIMBURSED for any work completed prior to advance written approval. If a Subrecipient expends funds prior to approval, they can only be claimed as Match Funds.

8. Match Fund Timing

Existing Terms typically require recipients to proportionally spend match funds concurrently or in advance of CEC funds. But this timing does not always work, especially if the CEC funds are used for expensive equipment early in the project.

These Terms allow a CAM, in writing and with Supervisor approval, to authorize a Recipient to spend CEC funds in advance of Match Funds pursuant to [Match Fund Spending Plan](#). The Plan must estimate how Match Funds and CEC funds will be spent over each quarter and briefly explain why it is not practical to spend Match Funds concurrent with CEC Funds. While These Terms allow additional flexibility, the Recipient agrees to spend the agreed match funds as soon as practicable during the Agreement in order to resume proportionality between CEC funds and Match funds spent.

RECIPIENT

RECIPIENT'S NAME *(If other than an individual, state whether a corporation, partnership, etc.):*

City of Roseville

BY *(Authorized Signature):*



DATE SIGNED:



NAME AND TITLE OF PERSON SIGNING:

Dominick Casey, City Manager

EMAIL ADDRESS:

trmueller@roseville.ca.us

AGREEMENT NUMBER:

ARV 180-020

STATE OF CALIFORNIA

AGENCY NAME:

State Energy Resources Conservation and Development Commission

BY *(Authorized Signature):*



DATE SIGNED:



NAME AND TITLE OF PERSON SIGNING:

Adrienne Winuk, Contracts, Grants, and Loans Office Manager

ADDRESS:

1516 Ninth Street, MS-18
Sacramento, CA 95814-5512

RESOLUTION NO. 20-504

APPROVING AN AMENDMENT TO THE CALIFORNIA ENERGY COMMISSION GRANT AGREEMENT BETWEEN THE CITY OF ROSEVILLE AND THE STATE OF CALIFORNIA, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the City of Roseville entered into a Grant Agreement with the California Energy Commission (CEC) for the Pleasant Grove Wastewater Treatment Plant Energy Recovery Project on July 17, 2019; and

WHEREAS, in August 2020, the City was asked to participate in the CEC's pilot of new invoicing policies and procedures; and

WHEREAS, in order to participate in the CEC's Invoice Streamline Pilot, the City is required to sign the Streamlining Grant Terms and Conditions Amendment; and

WHEREAS, the California Energy Commission Streamlining Grant Terms and Conditions Amendment, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said amendment is approved and that the City Manager is authorized to execute it on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville this 16th day of December 2020, by the following vote on roll call:

AYES COUNCILMEMBERS: Mendonsa, Alvord, Roccucci, Houdesheldt, Bernasconi

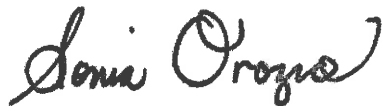
NOES COUNCILMEMBERS: None

ABSENT COUNCILMEMBERS: None



MAYOR

ATTEST:



City Clerk



COUNCIL COMMUNICATION

CC #: 2590
File #: 0721-05

Title: Dry Creek Greenway East Phase 1 Trail Project - Professional Design Services Agreement Amendment
Contact: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

Meeting Date: 3/15/2023
Item #: 6.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the Second Amendment to Professional Design Services Agreement with PSOMAS, Inc. for engineering and environmental permitting services for the Dry Creek Greenway East Phase 1 project.

BACKGROUND

The Dry Creek Greenway East trail project is a proposed paved multi-use trail along Dry, Cirby, and Linda Creeks from Darling Way/Riverside Avenue to the City limits at S. Cirby Way/Old Auburn Road. The project is identified as a proposed Class I bikeway in the City of Roseville General Plan and Bicycle Master Plan.

At the March 20, 2019 meeting, City Council voted to approve the Dry Creek Greenway East trail project. This approval included certification of the Final Environmental Impact Report, pursuant to California Environmental Quality Act (CEQA) Guidelines.

Phase 1 of the project will result in two (2) miles of Class I trail from the existing Saugstad Park Trail at Darling Way to the existing Maidu Park Trail at Rocky Ridge Drive. An agreement with Psomas for Engineering and Environmental Permitting Services for the Dry Creek Greenway East Phase 1 project was executed March 18, 2020 for \$2,371,738. In May of 2022, Council approved the first amendment to the contract and increased the contract total to \$2,578,479.

Additional work is needed for items related to minimizing impacts to biological resources, preparing a technical memo to the U.S Fish and Wildlife Service with a detailed analysis of elderberry shrub data, conducting additional data collection and preparing responses to the California Department of Fish and Wildlife's request for information, conducting additional hydraulic analysis to accommodate changes related to resource avoidance and for developing the Conditional Letter of Map Revision (CLOMR.) The contract amendment (Amendment #2) for this additional work is \$166,435, bringing the total contract amount to \$2,744,914.

Public Outreach:

Since 2008, the Dry Creek Greenway East Project has been driven by robust public participation and community input. There have been multiple community workshops/open houses, stakeholder representative group meetings, online surveys, project email, and social media updates. Staff will continue to engage with the community as the project moves forward.

FISCAL IMPACT

The Dry Creek Greenway East Trail Project is fully funded by federal, state and local sources: Solutions for Congested Corridors (SCCP), Active Transportation Program (ATP), Congestion Mitigation and Air Quality (CMAQ), and Local Transportation (LTF) Funds. There are sufficient funds within the project budget to accommodate this amendment. No General Fund resources will be used for the project.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The proposed activity is administrative and fiscal in nature, and therefore consistent with the criteria identified in CEQA Guidelines §15061(b)(3), and not subject to CEQA.

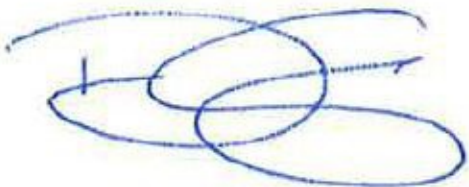
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Cathy Gosalvez, Associate Engineer

Jason Shykowski, Public Works Director

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely belonging to Jason Shykowski.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-093

2nd Amendment to PDSA with PSOMAS

Location Map

RESOLUTION NO. 23-093

APPROVING A SECOND AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PSOMAS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Second Amendment to Professional Design Services Agreement for the Dry Creek Gateway East Phase 1 Project, by and between the City of Roseville and PSOMAS, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said second 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 _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**SECOND AMENDMENT TO
PROFESSIONAL DESIGN SERVICES AGREEMENT**

Dry Creek Gateway East Phase 1 Project

THIS SECOND AMENDMENT TO PROFESSIONAL DESIGN SERVICES AGREEMENT is made and entered into this ____ day of _____, 20__, by and between the City of Roseville, a municipal corporation (“CITY”), and PSOMAS, a California corporation (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY and CONSULTANT previously entered into a Professional Design Services Agreement dated March 18, 2020 and amended on May 25, 2022 (“Agreement”) regarding engineering and environmental permitting services for the Dry Creek Greenway East Phase 1 project (“Project”);

WHEREAS, CITY desires to amend the Agreement to include additional services as described in CONSULTANT’s letter/proposal dated November 11, 2022, which is attached hereto as Exhibit “A” and incorporated herein by reference; and

WHEREAS, CONSULTANT is willing and able to provide such additional services; and

NOW, THEREFORE, the parties agree as follows:

1. CONSULTANT shall provide additional services as described in Exhibit "A" of this Second Amendment to Agreement.

2. Section 2 of the Agreement is amended by adding an additional paragraph to read as follows:

"CITY shall pay one hundred sixty-six thousand four hundred thirty-five dollars (\$166,435), in consideration of the additional services as set forth in Exhibit "A" to the Second Amendment to Agreement. This brings the total not to exceed contract amount to two million seven hundred forty-four thousand nine hundred fourteen dollars (\$2,744,914)."

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 Second 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 Second Amendment to Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation

PSOMAS, a California corporation

BY: _____
DOMINICK CASEY
City Manager

BY: 
its: _____
Vice President
Timothy G. Hayes

(SIGNATURES CONTINUED ON NEXT PAGE)

ATTEST:

and

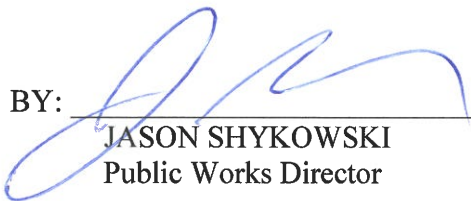
BY: _____
its: _____

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
JASON SHYKOWSKI
Public Works Director

**UNANIMOUS WRITTEN CONSENT
OF THE
BOARD OF DIRECTORS OF PSOMAS,
a California corporation.**

December 31, 2022

THE UNDERSIGNED, being all of the members of the Board of Directors of Psomas, a California corporation (the "Corporation"), hereby adopt the following resolutions without a meeting as of the date set forth above, pursuant to Section 307(b) of the General Corporation Law of California:

RESOLVED that the following, being the Officers of the Corporation, be and hereby are authorized to execute any and all documents required to conduct the business of the Corporation, including, but not limited to contracts, leases and certifications;

IT IS FURTHER RESOLVED that any one signature of the Officers listed herein shall be sufficient to bind the Corporation;

STEVE MARGARONI	President and Chief Executive Officer
NICK TARDITTI	Chief Financial Officer, Treasurer, Assistant Secretary
CHAD WILSON	Vice President, Secretary
CRAIG AHRENS	Vice President
ALEJANDRO ANGEL	Vice President
SESSYLE ASATO	Vice President
BRETT BARNETT	Vice President
REGINA BEEM	Vice President
STEVEN BEIN	Vice President
MARC BLAIN	Vice President
MONIKA BOWDEN	Vice President
MICHAEL BOWEN	Vice President
JOSEPH L. BOYLE	Vice President
SCOTT BRYANT	Vice President
BRIAN E. BULLOCK	Vice President
JEFFREY CHESSE	Vice President
MARCIA CARRILLO	Vice President
MATTHEW D. CLARK	Vice President
SARAH CURRAN	Vice President
DAVID CURTIS	Vice President
CHRIS DAVENPORT	Vice President
NELSON DAVIS	Vice President
AMY DAY	Vice President
WILLIAM ESTEPA	Vice President
ROSE FISTROVIC	Vice President
PETER FITZPATRICK	Vice President
DAN FORGEY	Vice President
BRIAN FRAGIAO	Vice President
JASON FRITZLER	Vice President
PAUL GERVACIO	Vice President
ELIZABETH GIBSON	Vice President
JEFF GILLIS	Vice President
DANNIE B. GREEN	Vice President
TIMOTHY G. HAYES	Vice President
GREGORY A. HELMER	Vice President
ALIA HOKUKI	Vice President
JIM HUNTER	Vice President
ROBERT J. IANNARINO	Vice President
RICHARD IMAN	Vice President
JEREMY JOHNSON	Vice President

ANN JOHNSTON	Vice President
ALLISON KOOIMAN	Vice President
RYAN LYNCH	Vice President
JENNIFER MARKS	Vice President
FRANK MARTIN	Vice President
NANDEZ MILLER	Vice President
CECILIA MOKLER	Vice President
DAVID A. MORITZ	Vice President
NATHANIEL MOZER	Vice President
ARIEF NAFTALI	Vice President
ANDREW NICKERSON	Vice President
JUSTIN PALLAMARY	Vice President
TRAVIS PERRY	Vice President
TOM PILARSKI	Vice President
DANIEL RAHE	Vice President
MICHAEL R. REDIG	Vice President
TERESITA REUTTER	Vice President, Assistant Treasurer
SCOTT ROCKE	Vice President
SEAN SAMSEL	Vice President
GARY SKREL	Vice President
SEAN SMITH	Vice President
THEO SMITH	Vice President
RICHARD M. SULLIVAN	Vice President
MICHAEL D. SWAN	Vice President
ROBERT J. TALAFUS	Vice President
KEVIN T. THORNTON	Vice President
REUBEN TOLENTINO	Vice President
ALYSEN WEILAND	Vice President
DONALD LEE WHITELEY	Vice President
BRIAN WRIGHT	Vice President
TERRENCE WRIGHT, JR.	Vice President
CAROLINE YONTEZ	Vice President

This Unanimous Written Consent shall be filed with the Minutes of the proceedings of the Board of Directors, and the actions taken hereby shall have the same force and effect as if taken at a meeting duly called and held.

Ryan E. McLean



Matthew D. Clark



Ann Johnston



David A. Moritz



Mike Lucki



Steve Margaroni



Unanimous Written Consent of the Board of Directors of Psomas
December 31, 2022
Page 3

Alejandro Angel



Lee Whiteley



Reuben Tolentino

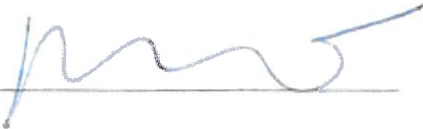


EXHIBIT “A”

November 11, 2022

Catherine Gosalvez, PE
Assistant Engineer
Public Works - Engineering
City of Roseville
311 Vernon Street
Roseville, CA 95678

Subject: City of Roseville's Dry Creek Greenway East Trail Project (#400022)
Proposal to Provide Professional Services for Additional Environmental Permitting, and
Engineering Studies and Design Work – Amendment #2

Dear Ms. Gosalvez:

Psomas is requesting a contract amendment for additional work items related to minimizing impacts to resources, permitting, hydraulic analysis and Conditional Letter of Map Revision (CLOMR) development. This work involves additional work by WRECO/HDR for hydrology/hydraulics and CLOMR, and by ECORP Consulting for permitting and technical memorandum updates.

The additional work items, detailed in the attached documents, include the following:

- HDR/WRECO will conduct additional hydraulic analysis, and update the H&H report to accommodate changes related to resource avoidance
- At the request of the City, HDR/WRECO is developing a duplicative effective model for the purposes of preparing the CLOMR
- Civil Engineering Solutions is providing support services related to the hydrology/hydraulics and modeling related to the CLOMR.
- Additional environmental/permitting work includes:
 - ❖ ECORP will prepare a technical memorandum to document impacts of design changes related to minimizing impacts to resources. The technical memorandum will be prepared to address all biological resources within one report
 - ❖ ECORP will prepare a technical memorandum to USFWS that provides a detailed analysis of site-specific vegetation community data for areas where elderberry shrubs occur along the trail alignment. The purpose of this analysis will be to clearly map and describe the vegetation communities with respect to the riparian versus non-riparian habitat criteria. The technical memorandum will present revised mitigation requirements based on the results of this updated analysis in support of seeking reductions in the required VELB mitigation identified in the USFWS BO for the Project.

1075 Creekside Ridge Drive
Suite 200
Roseville, CA 95678-3504

Tel 916.788.8122
Fax 916.788.0600
www.Psomas.com

Page 2 of 2
November 11, 2022

- ❖ ECORP will conduct additional data collection and prepare responses to agency requests for information as needed. Per request from CDFW, ECORP will conduct a site visit to further characterize the types of riparian trees and vegetation that will be impacted by the Project.
- ❖ Additional Tree Surveys and Related Resource Avoidance and Minimization Tasks - ECORP will collect additional tree data and develop impact maps to minimize resource impacts where feasible.

The fee for the work associated with the above tasks is approximately \$166,435. Detailed breakdown of costs is shown in the attached spreadsheet.

We appreciate the opportunity to provide these services to you. Please call with any questions.

Sincerely,

PSOMAS



Brian Wright, PE
Project Manager

City of Roseville

DRY CREEK GREENWAY EAST PHASE 1 PROJECT

SCOPE OF WORK – AMENDMENT #2

November 11, 2022

Task A-2.1: Project Management and Coordination for Additional Work

PSOMAS will provide additional project management and coordination including facilitating meetings and coordinating hydraulics and permitting efforts listed below. Psomas is facilitating weekly CLOMR development meetings. Psomas will provide design details to sub-consultants for their use in completing the tasks listed below.

Task A-2.1- Deliverables

- Meeting Minutes and Documentation Associated with Additional Tasks below

Task A-2.2: Additional Hydrology and Hydraulic Analysis, Duplicative Effective Model Development and Revised CLOMR

WRECO has provided a separate amendment request (which is attached) for the additional work related to coordination with the City and FEMA and development of a duplicative effective model and updates to the previously prepared Draft CLOMR using the CTP3 model as the basis. In addition additional work is required to update the Hydrology/Hydraulic analysis and report as a result of design changes made to minimize impacts to resources. Civil Engineering Solutions is also providing additional review and input during development of the Duplicative Effective Model and updates to the Draft CLOMR based on the direction from FEMA to use the CTP3 model.

Task A-2.2- Deliverables

- Revised H&H Report
- Duplicative Effective Model Documentation
- Revisions to CLOMR

Task A-2.3: Additional Response to Resource Agency Requests, Re-Evaluation of VELB Mitigation Requirements, Field Work and Documentation for Minor Design Changes to Minimize Impacts to Resources

ECORP has provided a separate amendment request (which is attached) for the additional permitting work which is summarized as follows:

- Technical Memorandum and Caltrans Support Services for Minor Alignment Adjustment - a minor adjustment to the trail alignment is proposed to further avoid resources. ECORP will conduct an assessment of the modified alignment to identify changes in the Project's impacts to biological resources. ECORP will prepare a technical memorandum to document the effect and impacts of the minor design changes, for all biological resources within one report.
- USFWS Technical Memorandum - ECORP will prepare a technical memorandum to USFWS that provides a detailed analysis of site-specific vegetation community data for areas where elderberry shrubs occur, to allow a re-evaluation of mitigation requirements associated with riparian versus non-riparian habitat.

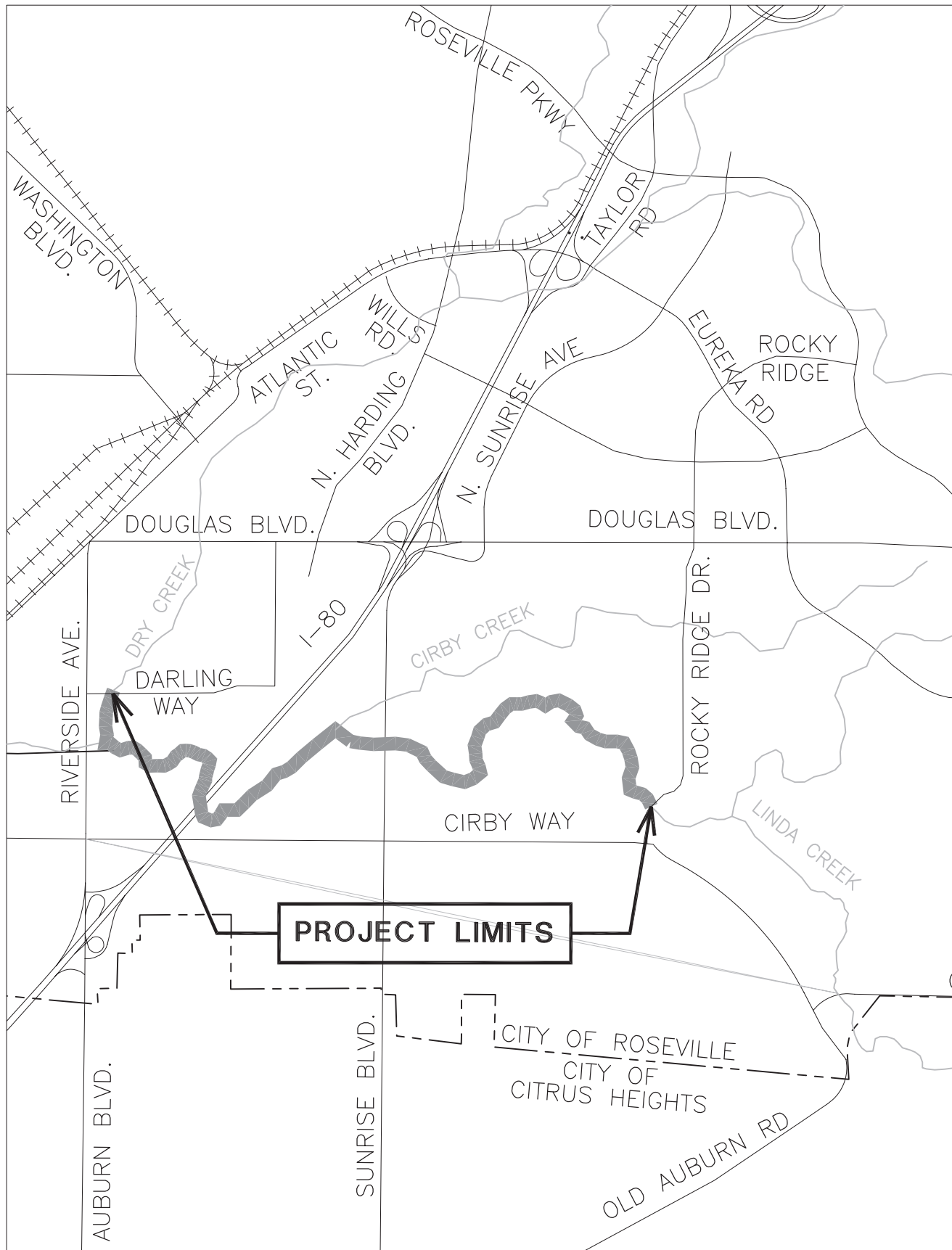
- Responses to Agency Requests for Information - ECORP will conduct additional data collection and prepare responses to agency requests for information related to the existing submitted permit applications as needed.
- Additional Tree Surveys and Related Resource Avoidance and Minimization Tasks - ECORP will collect additional tree data and develop impact maps to minimize resource impacts where feasible.

Task A-2.3 - Deliverables

- Biological Technical Memorandum for Minor Alignment Adjustment
- USFWS Technical Memorandum
- Updated Arborist Report

City of Roseville
 Dry Creek Greenway East Phase I Project
 Professional Engineering and Environmental Permitting Services
 Amendment 2 Fee Proposal

Task	Description	PSOMAS					ECORP		HDR/WRECO	Civil Eng Solutions	TOTAL
		Project Manager BW \$240,00	Project Engineer CS \$145,00	Project Admin JA \$105,00	Hours Subtotal	Subtotal Labor Costs	Total Cost				
A-2.1	Project Coordination	16	0	8	24	\$4,680	\$0	\$0	\$0	\$0	\$4,680
A-2.1.1	Project Coordination	16	0	8	24	\$4,680	\$0	\$0	\$0	\$0	\$4,680
A-2.2	H&M and CLOMR	2	4	0	6	\$1,060	\$0	\$35,330	\$0	\$0	\$36,390
A-2.2.1	H&M Analysis - Design Revisions	8	4	0	12	\$2,500	\$0	\$45,950	\$3,500	\$0	\$51,950
A-2.2.2	Duplicative Effective Model	2	4	0	6	\$1,060	\$0	\$17,840	\$1,500	\$0	\$20,400
A-2.2.3	Revised CLOMR Application	12	12	0	24	\$4,620	\$0	\$99,120	\$5,000	\$0	\$108,740
A-2.3	Additional Permitting Work										
A-2.3.1	Technical Memorandum and Cultrana Support Services for Minor Alignment Adjustment	2	4	0	6	\$1,060	\$18,000	\$0	\$0	\$0	\$19,060
A-2.3.2	USFWS Technical Memorandum	2	4	0	6	\$1,060	\$3,800	\$0	\$0	\$0	\$9,860
A-2.3.3	Responses to Agency Requests for Information	4	8	0	12	\$2,120	\$10,600	\$0	\$0	\$0	\$12,720
A-2.3.4	Additional Tree Surveys and Related Resource Avoidance and Minimization Tasks	4	8	0	0	\$2,120	\$9,255	\$0	\$0	\$0	\$11,375
	Task 3.0 Subtotal	12	24	0	24	\$6,360	\$46,655	\$0	\$0	\$0	\$53,015
TOTAL		40	36	8	72	\$15,660	\$46,655	\$99,120	\$5,000	\$0	\$166,435



LOCATION MAP

NO SCALE



COUNCIL COMMUNICATION

CC #: 2589

File #: 0200 & 0201-01

Title: Retirement of 2012 Series Electric System Revenue Refunding Certificates of Participation Bonds, Termination of Interest Rate Swap Agreement and Budget Adjustment

Contact: Eric Campbell 916-413-3664 ecampbell@roseville.ca.us
Dennis Kauffman 916-774-5313 dkauffman@roseville.ca.us

Meeting Date: 3/15/2023

Item #: 6.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the retirement of the 2012 Series Electric System Revenue Refunding Certificates of Participation ("COP") Bonds and termination of the associated interest rate swap. Staff additionally recommends that the City Council adopt an ordinance approving a budget adjustment appropriating \$53,570,000 from the Electric Fund, including \$46 million from the Electric Rate Stabilization Fund, to retire the debt and terminate the swap.

BACKGROUND

In October 2012, the City Council approved a 3.5-year Direct Purchase Agreement with U.S. Bank regarding the \$90 million Electric Refunding Certificates of Participation ("COP") Series 2012 bonds. The Direct Purchase Agreement was renewed in 2016 and 2019 and is now set to terminate on May 1, 2023, requiring action to be taken. Staff and the City's municipal advisor reviewed various refunding options and concluded retirement of the 2012 Series Electric System Revenue Refunding COP Bonds and termination of the related interest rate swap was the best option for Electric. Staff considered several objectives to arrive at this recommendation: reduce borrowing costs on the outstanding debt, employ available cash to reduce the outstanding debt, limit market exposure with current elevated rate environment and reduce the risks associated with the outstanding debt and associated interest rate swaps.

Roseville Electric began to diversify its debt portfolio in 2012 with the use of interest rate swaps. The purpose of the interest rate swaps was to reduce debt service costs while limiting the unpredictability of variable rate debt as compared to fixed-rate bond issues. Interest rate swaps reduce debt service costs by taking on additional risks including, but not limited to, basis risk, liquidity renewal risk, and counterparty risk. These instruments are not used for speculative reasons.

With the current interest rate swap, the City makes fixed interest payments to Morgan Stanley in

exchange for floating rate interest payments. In 2012, and renewed in 2016 and 2019, the 2008A Electric System bonds were refunded with a Direct Purchase Agreement with U.S. Bank. Roseville currently pays a percentage of the London Interbank Offered Rate (LIBOR) plus 60 basis points to U.S. Bank. The combination of the interest rate swap payment and variable rate debt payments created a synthetic fixed rate. The interest-rate swaps have helped Roseville Electric control their debt service payments and have generally performed as expected.

FISCAL IMPACT

Adoption of the ordinance will approve a budget adjustment appropriating \$53,570,000 from the Electric Fund, including \$46 million from the Electric Rate Stabilization Fund, to retire the debt and terminate the swap. Retirement of the 2012 Series Electric System Revenue Refunding COP Bonds and termination of the related interest rate swap will reduce the Electric Department's outstanding debt, the inherent risks with its associated interest rate swap, and its annual operating expenses in the Electric Fund by approximately \$5 million going forward.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of the debt retirement resolution and budget adjustment ordinance meet the above criteria and is not subject to CEQA. No additional environmental review is required.

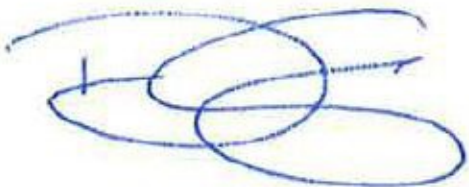
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Eric Campbell, Interim Assistant Electric Utility Director

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-092

Ordinance 6627

Budget Adjustment

RESOLUTION NO. 23-092

A RESOLUTION AUTHORIZING TERMINATION OF SWAP AGREEMENT RELATED TO A 2012 ELECTRIC SYSTEM OBLIGATION, AND APPROVING RELATED OFFICIAL ACTIONS

WHEREAS, the City of Roseville (the "City") has previously caused the execution and delivery of Electric System Revenue Refunding Certificates of Participation, Series 2012 in the aggregate original principal amount of \$90,000,000 (the "2012 Certificates") under a Trust Agreement dated as of November 1, 2012 (the "2012 Trust Agreement"), between the Roseville Finance Authority (the "Authority") and The Bank of New York Mellon Trust Company, N.A., as trustee, evidencing installment payments (the "Installment Payments") payable by the City under a Master Installment Purchase Contract (the "Master Contract"), dated as of November 1, 1997, as previously supplemented and as supplemented by a 2012 Supplemental Installment Sale Agreement dated November 1, 2012 (the "2012 Supplemental Contract"), between the Authority and the City, all to finance and refinance the costs of various improvements to the City's municipal electric system (the "Electric System"); and

WHEREAS, all of the 2012 Certificates were initially sold to and continue to be held by U.S. Bank National Association (the "Bank"); and

WHEREAS, in 2019 the City paid a portion of its obligation to pay Installment Payments due under the 2012 Supplemental Contract entered into to support the 2012 Certificates, and the Bank renewed its investment in the 2012 Certificates; in connection therewith the Authority entered into a Third Supplement to Trust Agreement (the "Third Supplement"), primarily in order to extend the term of the Bank's investment and to modify the interest rate evidenced by the 2012 Certificates; and

WHEREAS, in connection with the 2019 prepayment of a portion of the 2012 Certificates the City terminated its swap arrangement under a Master Agreement dated May 1, 2008 between the City and Bank of America, N.A. and schedules, confirmations and amendments thereto, by paying an appropriate amount to terminate the swap arrangement evidenced thereby; and

WHEREAS, the City desires to pay in full its remaining obligation to pay Installment Payments due under the 2012 Supplemental Contract, and in connection therewith cause the Authority to prepay all of the 2012 Certificates which remain outstanding; and

WHEREAS, in connection with the full payment of the City's remaining obligation to pay Installment Payments due under the 2012 Supplemental Contract the City desires to terminate its existing ISDA Master Agreement dated May 13, 2008 with Morgan Stanley Capital Services Inc. in the notional amount of \$54,000,000 and schedules, confirmations and amendments thereto (collectively, the "MSCS Swap Agreement") by paying an appropriate amount to terminate the swap arrangement evidenced thereby; and

WHEREAS, the City Council wishes at this time to approve termination of the MSCS Swap Agreement, and to authorize other actions in connection with financing undertaken by and for Electric System as described herein.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ROSEVILLE RESOLVES
AS FOLLOWS:**

1. **Approval of Financing Plan; Authorization of Supplements.** The City Council hereby approves the finance plan described in the recitals of this Resolution.

2. **Termination of Swap.** The City Council hereby approves the termination of the MSCS Swap Agreement. The City Manager, Assistant City Manager/Chief Financial Officer, or an authorized designee thereof, (each, an "Authorized Officer") are each hereby authorized and directed for and in the name and on behalf of the City to execute a Termination Confirmation and all other documents, certifications and other ancillary submissions necessary, desirable or required in connection with such termination, and to pay required swap termination payment and fees of Morgan Stanley Capital Services Inc. as required by the MSCS Swap Agreement, if and to the extent the Assistant City Manager/Chief Financial Officer deems it to be in the best interest of the City which shall be evidenced by execution of the termination documents and payment of the termination costs. Each Authorized Officer is authorized and directed to execute and deliver to Morgan Stanley Capital Services Inc. any notice, certification or other documents necessary to accomplish such termination.

3. **Official Actions.** Each Authorized Officer is further authorized and directed in the name and on behalf of the City to make and to execute any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate termination of the MSCS Swap Agreement. Whenever in this resolution any officer of the City is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf in the case such officer shall be absent or unavailable.

4. **Effective Date.** This resolution shall take effect from and after the date of approval and adoption thereof.

I hereby certify that the foregoing Resolution was duly adopted by the City Council of the City of Roseville, California, at a regularly scheduled meeting thereof, held on the _____ day of _____, 2023, by the following vote of the City Council:

AYES:	COUNCILMEMBERS
NOES:	COUNCILMEMBERS
ABSENT:	COUNCILMEMBERS
ABSTAIN:	COUNCILMEMBERS

Mayor

ATTEST:

City Clerk of the City of Roseville

ORDINANCE NO. 6627

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for retirement of the 2012 Series Electric System Revenue Refunding Certificates of Participation Bonds.

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 _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Joanna Cucchi, Interim Utility Financial Administrator FISCAL YEAR: 2023
 PREPARER NAME & TITLE: Matt Nelson, Senior Electric Business Analyst COUNCIL DATE (if applicable): 3/15/2023
 DEPARTMENT/DIVISION: Electric Department ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	6690	82001		5,000,000	Payment of 2012 COP Electric Fund
6010	6801	10001		46,000,000	Transfer out to Electric Fund from Electric Rate Stabilization Fund
6001	6690	82001		46,000,000	Payment of 2012 COP Rate Stabilization Fund
6001	6620	82001		2,500,000	Termination swap payment
6001	6630	82001		70,000	Transaction fees
TOTAL				99,570,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	4801	10001		46,000,000	Transfer in from Electric Rate Stabilization Fund to Electric Fund
TOTAL				46,000,000	

NET ADJUSTMENT	53,570,000	
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001				(7,570,000)	Reduction in Electric Fund Balance
6010				(46,000,000)	Reduction in Electric Rate Stabilization Fund Balance
TOTAL				(53,570,000)	

Justification for Budget Adjustment:

Staff recommends appropriating funds for the retirement of the remaining 60% or \$51 million in variable rate 2012 Series Electric System Revenue Refunding Certificates of Participation (COP) with US Bank. Additionally, staff recommends appropriating funds to terminate the related interest rate swap agreement with Morgan Stanley for an estimated \$2.5 million. The final interest rate swap termination amount will be determined based on market pricing on March 30, 2023. This budget adjustment includes \$70,000 in fees for a financial advisor and bond counsel. This budget adjustment will be funded by \$7.57 million in available Electric Fund balance and \$46 million in available Electric Rate Stabilization Fund balance.

REQUIRED APPROVALS:			
<u>Daniel Beans (Feb 23, 2023 12:56 PST)</u> REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	<u>Nancy Rothlisberger</u> BUDGET MANAGER / DESIGNEE Digitally signed by Nancy Rothlisberger Date: 2023.02.23 14:17:14 -08'00'	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE DATE	CITY MANAGER / DESIGNEE DATE		
BUDGET DEPARTMENT USE ONLY:			
POSTED BY DATE			

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2592

File #: 0704 & 0201-01

Title: Royer Recreation Building (Children's Art Center) – Budget Adjustment

Contact: Rjahja Canlas 916-774-5342 rcanlas@roseville.ca.us

Meeting Date: 3/15/2023

Item #: 6.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance to approve a budget adjustment that will reallocate \$174,000 in previously appropriated and unspent funds for the Royer Recreation Building from FY2020-21 Parks, Recreation and Libraries (PRL) and Golf Courses - Renovation and Restoration Project to the Children's Art Center Project.

BACKGROUND

The FY2020-21 PRL and Golf Courses - Renovation and Restoration Project was created during the FY2020-21 budget process. Most of the work on this project has been completed with the exception of the storage conversion and flooring work at the Royer Recreation Building (also known as the Children's Art Center). The work at the Royer Recreation Building has not started and the \$174,000 appropriated for the project remains unspent. These funds will be reallocated to the Children's Art Center Project.

FISCAL IMPACT

The recommended budget adjustment reallocates \$174,000 in previously appropriated and unspent funds for the Royer Recreation Building from the FY2020-21 PRL and Golf Courses - Renovation and Restoration Project (#500125) to the Children's Art Center Project (#400132), in the Facility Rehabilitation Fund. No additional funding is requested.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Rjahja Canlas, Design & Construction Project Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6628

Budget Adjustment

ORDINANCE NO. 6628

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for the Royer Recreation Building (Children's Art Center).

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 _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Rjahja Canlas, Design & Construction Project Manager FISCAL YEAR: 2022-23
 PREPARER NAME & TITLE: Rjahja Canlas, Design & Construction Project Manager COUNCIL DATE (if applicable): 3/15/2023
 DEPARTMENT/DIVISION: PW - Facilities ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
4065	5301	84001	500125	(174,000)	Move funds from project 500125 to project 400132
4065	5301	84001	400132	174,000	Move funds from project 500125 to project 400132
TOTAL				-	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

Project # 500125 (FY2020-21 PRL and Golf Courses - Renovation and Restoration Project) was created during the FY20-21 budget process. Most of the work on this project has been completed with the exception of the storage conversion and flooring work at the Royer Recreation Building (also known as the Children's Art Center). The work at the Royer Recreation Building has not started and the funds allocated for the project, \$174,000, remain intact. These funds will be moved to Park, Recreations, & Libraries' project # 400132 (Children's Art Center).

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE		2-10-23 DATE	
		BUDGET MANAGER / DESIGNEE DATE	
CHIEF FINANCIAL OFFICER / DESIGNEE DATE		CITY MANAGER / DESIGNEE DATE	
BUDGET DEPARTMENT USE ONLY:			
POSTED BY DATE			

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2594

File #: 0600-01

Title: Staffing Changes

Contact: Linda Hampton 916-774-5215 lhampton@roseville.ca.us

Meeting Date: 3/15/2023

Item #: 6.17.

RECOMMENDATION TO COUNCIL

As part of an ongoing assessment of the appropriate staffing structure to provide a high level of service to the community, a consulting firm recently conducted a job classification study of selected classes in the Parks, Recreation & Libraries (PRL) and Public Works departments. Recommendations from the study would properly classify employees in an effort to address significant recruitment challenges and support employee retention. It is requested that City Council take the following actions:

1. Adopt an ordinance to approve the Management A & B (Appendix F) salary schedules to reflect the addition of Senior Park Development Project Manager (1119A, 1119B) effective March 25, 2023; and
2. Adopt an ordinance to approve the IBEW A & B (Appendix C) salary schedules to reflect the addition of Electronics Technician III (1120A, 1120B) and a salary increase for Senior Electronics Technician (7170A, 7170B) effective March 25, 2023; and
3. Motion to approve the attached citywide allocation schedule effective March 25, 2023.

BACKGROUND

As part of the Municipal Code, the Human Resources Department is responsible for maintaining the City's classification plan. Human Resources staff is continually evaluating organizational structure and staffing levels necessary to provide high levels of service to the community. The City engaged a consulting firm to conduct a job classification study of selected classes in the PRL and Public Works departments for the City. In addition, Human Resources worked with PRL regarding some staffing changes to support their business needs. The recommended changes include the addition of 3.75 positions that will be funded through the elimination of one (1) limited-term position and two (2) 1500-hour temporary positions. Human Resources staff also recommend changes for the Electric Department including two (2) new classifications, a salary adjustment for one (1) classification to align salaries internally, and deletion of two positions vacated by a promotional process. Staff has completed the meet and confer process with IBEW regarding any impacts and the recommended changes are summarized below:

Recommendations:

The proposed classification changes are as follows:

Adds

Grade Codes	Classification Name	Monthly Salary Range Minimum	Monthly Salary Range Maximum	Bargaining Unit
1119A, 1119B	Senior Park Development Project Manager	\$7,803	\$10,457	Management
1120A	Electronics Technician III	\$7,378	\$10,381	IBEW
1120B	Electronics Technician III	\$7,295	\$7,514	IBEW

Salary Increases

Grade Codes	Classification Name	Adjustment %	Monthly Salary Range Minimum	Monthly Salary Range Maximum	Bargaining Unit
7170A	Senior Electronics Technician	10.00%	\$8,115	\$11,419	IBEW
7170B	Senior Electronics Technician	10.00%	\$8,025	\$11,108	IBEW

Changes by Department:

Electric

At a prior Council meeting, Council approved adding a Senior Utility Billing Customer Service Field Representative position and a Utility Billing Customer Service Field Representative I/II position. The positions were to be filled through a promotional recruitment process with the resulting vacancies deleted from the Electric Department position allocation schedule. With the promotional recruitments now concluded, staff requests the deletion of the vacated Senior Meter Service Worker and Meter Service Worker positions.

Parks, Recreation & Libraries Department

Staff recommends converting two (2) 1500-hour positions to a .75 full-time equivalent (FTE) Graphic Designer position to support marketing and public outreach efforts and adding two (2) Child Care Site Coordinator position allocations to staff the new Rex Fortune and Westbrook Adventure Club sites. Revenues from the new sites will fund these two positions.

Additionally, staff recommends that a vacant limited-term Park Development Project Manager be converted to a regular full-time Senior Park Development Project Manager. Adding the new senior position will enhance succession planning efforts and support employee retention.

Public Works Department

As an outcome of the classification study, staff recommends the addition of an Electronics Technician

As an outcome of the classification study, staff recommends the addition of an Electronics Technician III classification. This new classification adds a new level to the flexibly-staffed Electronics Technician series. No new positions are recommended. Adding this new level allows employees to advance based on experience and certification from the Electronics Technician II level and will incentivize staff to seek new certifications, enhancing the city's ability to support communications systems, networks, and control systems related to traffic signals and Intelligent Transportation Systems. A 10% salary increase is requested for the Senior Electronics Technician to address salary compaction.

FISCAL IMPACT

The estimated total cost of the recommended position adjustments will cost \$82,148 for the remainder of FY2022-23 and \$305,120 annually ongoing. The following table provides a summary of costs by fund.

Fund	Remainder of FY2022-23	Ongoing
General Fund	\$ 12,808	\$ 47,573
Electric	\$ 5,201	\$ 19,317
Youth Development Fund	\$ 64,139	\$ 238,230
Total	\$ 82,148	\$ 305,120

All three of the funds impacted by the recommended position adjustments will fund the cost for the remainder of FY2022-23 with available salary savings. The ongoing cost will be incorporated into the proposed FY2023-24 budget.

The following charts summarize the cost of the recommended position adjustment recommendations by Department.

Parks, Recreation and Libraries

From	To	Current Salary & Benefits	Proposed Salary & Benefits	FTE	Annual Impact *	Impact for remaining FY 2022- 23
	Child Care Site Coordinator	\$0	\$119,115	2	\$238,230	\$64,139
Eliminate 2 1500-Hour Positions	Graphic Designer	\$84,530	\$114,415	0.75	\$29,885	\$8,046
Eliminate Limited Term Park Development Project Manager	Senior Park Development Project Manager	\$176,888	\$194,576	1	\$17,688	\$4,762
Total					\$285,803	\$76,947

*This amount includes the estimated annual pension cost of \$16,736.

Program revenues will fund the two new Child Care Site Coordinator position allocations in the Youth Development Fund. The Graphic Designer and Senior Park Development Project Manager positions are budgeted in the General Fund. Available salary savings will fund the \$12,808 impact for the remainder of FY2022-23. The annual impact of \$47,573 will be included in the proposed FY2023-24

budget in the General Fund.

Public Works Department

	Current Salary & Benefits	Proposed Salary & Benefits	FTE	Annual Impact *	Impact for remaining FY 2022- 23
Senior Electronic Technician Salary Increase	\$193,172	\$212,489	1	\$19,317	\$5,201

*This amount includes the estimated annual pension cost of \$1,351.

The \$5,201 impact of the Senior Electronic Technician will be funded by salary savings in the Electric Fund. The annual ongoing impact of \$19,317 will be included in the proposed FY2023-24 budget in the Electric Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The proposed staffing changes meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Linda Hampton, Human Resources Manager

Stacey Peterson, Human Resources Director



ATTACHMENTS:

Description

Ordinance 6629

2023-03-25 Management Salary Schedule-A

2023-03-25 Management Salary Schedule-B

Ordinance 6630

2023-03-25 IBEW Salary Schedule-A

2023-03-25 IBEW Salary Schedule-B

2023-03-25 Position Allocation Schedule

ORDINANCE NO. 6629

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
ORDINANCE NO. 6589, THE SALARY ORDINANCE FOR MANAGEMENT EMPLOYEES,
AS AMENDED BY APPENDIX “F” TO BE EFFECTIVE
MARCH 25, 2023, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance No. 6589, the Salary Ordinance for Management Employees, is hereby amended as shown on Appendix “F” for salary schedules A & B attached hereto, reflecting labor market adjustments.

ADDITION OF CLASSIFICATION

<u>Classification No.</u>	<u>Position Title</u>	<u>Hourly Rate</u>
1119A/1119B	Senior Park Development Project Manager	\$60.32

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective March 25, 2023 as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect March 25, 2023. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the Ordinance Book under the record of the ordinance a certificate under her hand stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk



City of Roseville

Salary Schedule: Management-A

Appendix:F
Effective Date:03/25/2023

MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1505A	AMI Project Manager-A	Step A	52.3163	4185.30	9068.16	108817.90
		Step B	54.9321	4394.57	9521.56	114258.77
		Step C	57.6787	4614.30	9997.64	119971.70
		Step D	60.5627	4845.02	10497.53	125970.42
		Step E	63.5907	5087.26	11022.39	132268.66
		Step F	66.7702	5341.62	11573.50	138882.02
		Step G	70.1088	5608.70	12152.19	145826.30
1370A	Accounting Manager-A	Step A	57.8472	4627.78	10026.85	120322.18
		Step B	60.7396	4859.17	10528.20	126338.37
		Step C	63.7766	5102.13	11054.61	132655.33
		Step D	66.9654	5357.23	11607.34	139288.03
		Step E	70.3136	5625.09	12187.69	146252.29
		Step F	73.8294	5906.35	12797.10	153565.15
		Step G	77.5208	6201.66	13436.94	161243.26



City of Roseville

Salary Schedule: Management-A

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0043A	Accounting Supervisor-A	Step A	48.5327	3882.62	8412.33	100948.02
		Step B	50.9594	4076.75	8832.96	105995.55
		Step C	53.5074	4280.59	9274.62	111295.39
		Step D	56.1828	4494.62	9738.35	116860.22
		Step E	58.9919	4719.35	10225.26	122703.15
		Step F	61.9415	4955.32	10736.53	128838.32
		Step G	65.0386	5203.09	11273.36	135280.29
9427A	Accounts Payable Supervisor-A	Step A	46.2214	3697.71	8011.71	96140.51
		Step B	48.5324	3882.59	8412.28	100947.39
		Step C	50.9590	4076.72	8832.89	105994.72
		Step D	53.5069	4280.55	9274.53	111294.35
		Step E	56.1823	4494.58	9738.27	116859.18
		Step F	58.9914	4719.31	10225.18	122702.11
		Step G	61.9410	4955.28	10736.44	128837.28



City of Roseville

Salary Schedule: Management-A

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0090A	Alternative Transportation Manager-A	Step A	61.5691	4925.53	10671.98	128063.73
		Step B	64.6476	5171.81	11205.58	134467.01
		Step C	67.8799	5430.39	11765.85	141190.19
		Step D	71.2740	5701.92	12354.16	148249.92
		Step E	74.8377	5987.02	12971.87	155662.42
		Step F	78.5796	6286.37	13620.46	163445.57
		Step G	82.5084	6600.67	14301.46	171617.47
0245A	Assistant City Attorney-A	Step A	88.4976	7079.81	15339.58	184075.01
		Step B	92.9225	7433.80	16106.57	193278.80
		Step C	97.5685	7805.48	16911.87	202942.48
		Step D	102.4470	8195.76	17757.48	213089.76
		Step E	107.5693	8605.54	18645.35	223744.14
		Step F	112.9479	9035.83	19577.64	234931.63
		Step G	118.5952	9487.62	20556.50	246678.02



City of Roseville

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Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0250A	Assistant City Clerk-A	Step A	47.0617	3764.94	8157.36	97888.34
		Step B	49.4149	3953.19	8565.25	102782.99
		Step C	51.8857	4150.86	8993.52	107922.26
		Step D	54.4800	4358.40	9443.20	113318.40
		Step E	57.2040	4576.32	9915.36	118984.32
		Step F	60.0641	4805.13	10411.11	124933.33
		Step G	63.0674	5045.39	10931.68	131180.19
0325A	Assistant City Manager-A	Step A	93.1372	7450.98	16143.78	193725.38
		Step B	97.7939	7823.51	16950.94	203411.31
		Step C	102.6837	8214.70	17798.51	213582.10
		Step D	107.8179	8625.43	18688.44	224261.23
		Step E	113.2088	9056.70	19622.86	235474.30
		Step F	118.8692	9509.54	20603.99	247247.94
		Step G	124.8126	9985.01	21634.18	259610.21



City of Roseville

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Appendix:F
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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1021A	Assistant City Manager/Chief Financial Officer-A	Step A	93.1372	7450.98	16143.78	193725.38
		Step B	97.7939	7823.51	16950.94	203411.31
		Step C	102.6837	8214.70	17798.51	213582.10
		Step D	107.8179	8625.43	18688.44	224261.23
		Step E	113.2088	9056.70	19622.86	235474.30
		Step F	118.8692	9509.54	20603.99	247247.94
		Step G	124.8126	9985.01	21634.18	259610.21
1068A	Assistant Electric Analyst-A	Step A	36.0568	2884.54	6249.85	74998.14
		Step B	37.8597	3028.78	6562.35	78748.18
		Step C	39.7526	3180.21	6890.45	82685.41
		Step D	41.7403	3339.22	7234.99	86819.82
		Step E	43.8273	3506.18	7596.73	91160.78
		Step F	46.0187	3681.50	7976.57	95718.90
		Step G	48.3196	3865.57	8375.40	100504.77



City of Roseville

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Appendix:F
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MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0395A	Assistant Electric Utility Director-A	Step A	102.2264	8178.11	17719.24	212630.91
		Step B	107.3378	8587.02	18605.22	223262.62
		Step C	112.7048	9016.38	19535.50	234425.98
		Step D	118.3399	9467.19	20512.25	246146.99
		Step E	124.2570	9940.56	21537.88	258454.56
		Step F	130.4698	10437.58	22614.77	271377.18
		Step G	136.9934	10959.47	23745.52	284946.27
0411A	Assistant Environmental Utilities Director-A	Step A	74.2299	5938.39	12866.52	154398.19
		Step B	77.9414	6235.31	13509.84	162118.11
		Step C	81.8386	6547.09	14185.36	170224.29
		Step D	85.9303	6874.42	14894.59	178735.02
		Step E	90.2269	7218.15	15639.33	187671.95
		Step F	94.7383	7579.06	16421.31	197055.66
		Step G	99.4752	7958.02	17242.37	206908.42



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Appendix:F
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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1026A	Assistant Finance Director-A	Step A	66.5234	5321.87	11530.72	138368.67
		Step B	69.8495	5587.96	12107.25	145286.96
		Step C	73.3421	5867.37	12712.63	152551.57
		Step D	77.0092	6160.74	13348.26	160179.14
		Step E	80.8597	6468.78	14015.68	168188.18
		Step F	84.9027	6792.22	14716.47	176597.62
		Step G	89.1478	7131.82	15452.29	185427.42
0480A	Assistant Fire Chief-A	Step A	69.3681	5549.45	12023.80	144285.65
		Step B	72.8364	5826.91	12624.98	151499.71
		Step C	76.4785	6118.28	13256.27	159075.28
		Step D	80.3023	6424.18	13919.07	167028.78
		Step E	84.3175	6745.40	14615.03	175380.40
		Step F	88.5333	7082.66	15345.77	184149.26
		Step G	92.9601	7436.81	16113.08	193357.01



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Appendix:F
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MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0484A	Assistant Human Resources Director-A	Step A	59.2210	4737.68	10264.97	123179.68
		Step B	62.1815	4974.52	10778.13	129337.52
		Step C	65.2912	5223.30	11317.14	135805.70
		Step D	68.5557	5484.46	11882.99	142595.86
		Step E	71.9836	5758.69	12477.16	149725.89
		Step F	75.5827	6046.62	13101.00	157212.02
		Step G	79.3618	6348.94	13756.05	165072.54
9558A	Assistant Information Technology Director-A	Step A	65.1445	5211.56	11291.71	135500.56
		Step B	68.4019	5472.15	11856.33	142275.95
		Step C	71.8219	5745.75	12449.13	149389.55
		Step D	75.4129	6033.03	13071.57	156858.83
		Step E	79.1838	6334.70	13725.19	164702.30
		Step F	83.1428	6651.42	14411.42	172937.02
		Step G	87.2999	6983.99	15131.98	181583.79



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0510A	Assistant Police Chief-A	Step A	81.0476	6483.81	14048.25	168579.01
		Step B	85.0998	6807.98	14750.63	177007.58
		Step C	89.3550	7148.40	15488.20	185858.40
		Step D	93.8226	7505.81	16262.58	195151.01
		Step E	98.5138	7881.10	17075.73	204908.70
		Step F	103.4395	8275.16	17929.51	215154.16
		Step G	108.6115	8688.92	18825.99	225911.92
0086A	Assistant Transportation Planner-A	Step A	37.2032	2976.26	6448.55	77382.66
		Step B	39.0636	3125.09	6771.02	81252.29
		Step C	41.0167	3281.34	7109.56	85314.74
		Step D	43.0675	3445.40	7465.03	89580.40
		Step E	45.2207	3617.66	7838.25	94059.06
		Step F	47.4818	3798.54	8230.18	98762.14
		Step G	49.8560	3988.48	8641.71	103700.48



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Appendix:F
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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1067A	Associate Electric Analyst-A	Step A	39.6624	3172.99	6874.82	82497.79
		Step B	41.6457	3331.66	7218.59	86623.06
		Step C	43.7279	3498.23	7579.50	90954.03
		Step D	45.9143	3673.14	7958.48	95501.74
		Step E	48.2101	3856.81	8356.42	100277.01
		Step F	50.6205	4049.64	8774.22	105290.64
		Step G	53.1516	4252.13	9212.94	110555.33
0088A	Associate Transportation Planner-A	Step A	40.9245	3273.96	7093.58	85122.96
		Step B	42.9706	3437.65	7448.24	89378.85
		Step C	45.1190	3609.52	7820.63	93847.52
		Step D	47.3752	3790.02	8211.70	98540.42
		Step E	49.7436	3979.49	8622.22	103466.69
		Step F	52.2310	4178.48	9053.37	108640.48
		Step G	54.8425	4387.40	9506.03	114072.40



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Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0910A	Budget Analyst I-A	Step A	39.0623	3124.98	6770.80	81249.58
		Step B	41.0152	3281.22	7109.30	85311.62
		Step C	43.0662	3445.30	7464.81	89577.70
		Step D	45.2195	3617.56	7838.05	94056.56
		Step E	47.4806	3798.45	8229.97	98759.65
		Step F	49.8544	3988.35	8641.43	103697.15
		Step G	52.3472	4187.78	9073.51	108882.18
0915A	Budget Analyst II-A	Step A	42.9694	3437.55	7448.03	89376.35
		Step B	45.1177	3609.42	7820.40	93844.82
		Step C	47.3739	3789.91	8211.48	98537.71
		Step D	49.7424	3979.39	8622.02	103464.19
		Step E	52.2296	4178.37	9053.13	108637.57
		Step F	54.8413	4387.30	9505.83	114069.90
		Step G	57.5832	4606.66	9981.09	119773.06



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0930A	Budget Manager-A	Step A	57.8472	4627.78	10026.85	120322.18
		Step B	60.7396	4859.17	10528.20	126338.37
		Step C	63.7766	5102.13	11054.61	132655.33
		Step D	66.9654	5357.23	11607.34	139288.03
		Step E	70.3136	5625.09	12187.69	146252.29
		Step F	73.8294	5906.35	12797.10	153565.15
		Step G	77.5208	6201.66	13436.94	161243.26
1017A	Building Inspection Supervisor-A	Step A	46.3003	3704.02	8025.39	96304.62
		Step B	48.6153	3889.22	8426.65	101119.82
		Step C	51.0461	4083.69	8847.99	106175.89
		Step D	53.5983	4287.86	9290.37	111484.46
		Step E	56.2784	4502.27	9754.92	117059.07
		Step F	59.0924	4727.39	10242.68	122912.19
		Step G	62.0468	4963.74	10754.78	129057.34



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Appendix:F
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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1043A	Building Official-A	Step A	61.6607	4932.86	10687.85	128254.26
		Step B	64.7437	5179.50	11222.24	134666.90
		Step C	67.9810	5438.48	11783.37	141400.48
		Step D	71.3799	5710.39	12372.52	148470.19
		Step E	74.9488	5995.90	12991.13	155893.50
		Step F	78.6963	6295.70	13640.69	163688.30
		Step G	82.6311	6610.49	14322.72	171872.69
1180A	Chief Information Officer-A	Step A	81.4308	6514.46	14114.67	169376.06
		Step B	85.5023	6840.18	14820.40	177844.78
		Step C	89.7775	7182.20	15561.43	186737.20
		Step D	94.2663	7541.30	16339.49	196073.90
		Step E	98.9795	7918.36	17156.45	205877.36
		Step F	103.9287	8314.30	18014.31	216171.70
		Step G	109.1251	8730.01	18915.02	226980.21



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Appendix:F
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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1220A	City Clerk-A	Step A	64.2382	5139.06	11134.62	133615.46
		Step B	67.4501	5396.01	11691.35	140296.21
		Step C	70.8226	5665.81	12275.92	147311.01
		Step D	74.3638	5949.10	12889.73	154676.70
		Step E	78.0819	6246.55	13534.20	162410.35
		Step F	81.9861	6558.89	14210.92	170531.09
		Step G	86.0854	6886.83	14921.47	179057.63
1368A	Code Enforcement Supervisor-A	Step A	42.5923	3407.38	7382.67	88591.98
		Step B	44.7218	3577.74	7751.78	93021.34
		Step C	46.9582	3756.66	8139.42	97673.06
		Step D	49.3060	3944.48	8546.37	102556.48
		Step E	51.7712	4141.70	8973.67	107684.10
		Step F	54.3597	4348.78	9422.35	113068.18
		Step G	57.0778	4566.22	9893.49	118721.82



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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1027A	Construction Inspection Superintendent-A	Step A	47.3489	3787.91	8207.14	98485.71
		Step B	49.7165	3977.32	8617.53	103410.32
		Step C	52.2023	4176.18	9048.40	108580.78
		Step D	54.8124	4384.99	9500.82	114009.79
		Step E	57.5529	4604.23	9975.84	119710.03
		Step F	60.4308	4834.46	10474.67	125696.06
		Step G	63.4523	5076.18	10998.40	131980.78
1025A	Custodian Supervisor-A	Step A	24.9933	1999.46	4332.17	51986.06
		Step B	26.2429	2099.43	4548.77	54585.23
		Step C	27.5551	2204.41	4776.22	57314.61
		Step D	28.9329	2314.63	5015.04	60180.43
		Step E	30.3795	2430.36	5265.78	63189.36
		Step F	31.8984	2551.87	5529.06	66348.67
		Step G	33.4933	2679.46	5805.51	69666.06



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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9561A	Data Management System Administrator-A	Step A	54.6139	4369.11	9466.41	113596.91
		Step B	57.3445	4587.56	9939.71	119276.56
		Step C	60.2119	4816.95	10436.73	125240.75
		Step D	63.2225	5057.80	10958.57	131502.80
		Step E	66.3836	5310.69	11506.49	138077.89
		Step F	69.7027	5576.22	12081.80	144981.62
		Step G	73.1880	5855.04	12685.92	152231.04
1645A	Department Public Information Officer-A	Step A	48.5318	3882.54	8412.18	100946.14
		Step B	50.9586	4076.69	8832.82	105993.89
		Step C	53.5065	4280.52	9274.46	111293.52
		Step D	56.1818	4494.54	9738.18	116858.14
		Step E	58.9909	4719.27	10225.09	122701.07
		Step F	61.9405	4955.24	10736.35	128836.24
		Step G	65.0374	5202.99	11273.15	135277.79



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1655A	Deputy City Attorney I-A	Step A	63.5988	5087.90	11023.79	132285.50
		Step B	66.7787	5342.30	11574.97	138899.70
		Step C	70.1176	5609.41	12153.72	145844.61
		Step D	73.6235	5889.88	12761.41	153136.88
		Step E	77.3048	6184.38	13399.50	160793.98
		Step F	81.1700	6493.60	14069.47	168833.60
		Step G	85.2284	6818.27	14772.92	177275.07
1658A	Deputy City Attorney II-A	Step A	69.9587	5596.70	12126.17	145514.10
		Step B	73.4566	5876.53	12732.48	152789.73
		Step C	77.1295	6170.36	13369.11	160429.36
		Step D	80.9859	6478.87	14037.56	168450.67
		Step E	85.0352	6802.82	14739.43	176873.22
		Step F	89.2869	7142.95	15476.40	185716.75
		Step G	93.7513	7500.10	16250.23	195002.70



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MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1659A	Deputy City Manager-A	Step A	70.6621	5652.97	12248.10	146977.17
		Step B	74.1952	5935.62	12860.50	154326.02
		Step C	77.9049	6232.39	13503.52	162042.19
		Step D	81.8002	6544.02	14178.70	170144.42
		Step E	85.8902	6871.22	14887.63	178651.62
		Step F	90.1847	7214.78	15632.01	187584.18
		Step G	94.6939	7575.51	16413.61	196963.31
1280A	Development Services Administrator-A	Step A	47.5407	3803.26	8240.39	98884.66
		Step B	49.9177	3993.42	8652.40	103828.82
		Step C	52.4136	4193.09	9085.02	109020.29
		Step D	55.0342	4402.74	9539.26	114471.14
		Step E	57.7861	4622.89	10016.26	120195.09
		Step F	60.6755	4854.04	10517.09	126205.04
		Step G	63.7090	5096.72	11042.89	132514.72



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Appendix:F
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MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1676A	Development Services Director-A	Step A	77.7295	6218.36	13473.11	161677.36
		Step B	81.6160	6529.28	14146.77	169761.28
		Step C	85.6968	6855.74	14854.11	178249.34
		Step D	89.9815	7198.52	15596.79	187161.52
		Step E	94.4808	7558.46	16376.67	196520.06
		Step F	99.2049	7936.39	17195.52	206346.19
		Step G	104.1649	8333.19	18055.25	216662.99
1695A	Development Services Manager-A	Step A	56.5718	4525.74	9805.78	117669.34
		Step B	59.4003	4752.02	10296.05	123552.62
		Step C	62.3704	4989.63	10810.87	129730.43
		Step D	65.4889	5239.11	11351.41	136216.91
		Step E	68.7634	5501.07	11918.99	143027.87
		Step F	72.2017	5776.14	12514.96	150179.54
		Step G	75.8118	6064.94	13140.71	157688.54



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MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2415A	EMS Quality Assurance Coordinator-A	Step A	50.7137	4057.10	8790.37	105484.50
		Step B	53.2493	4259.94	9229.88	110758.54
		Step C	55.9120	4472.96	9691.41	116296.96
		Step D	58.7077	4696.62	10176.00	122112.02
		Step E	61.6429	4931.43	10684.77	128217.23
		Step F	64.7251	5178.01	11219.02	134628.21
		Step G	67.9613	5436.90	11779.96	141359.50
6520A	ERP Program Manager-A	Step A	51.3060	4104.48	8893.04	106716.48
		Step B	53.8711	4309.69	9337.66	112051.89
		Step C	56.5645	4525.16	9804.51	117654.16
		Step D	59.3928	4751.42	10294.75	123537.02
		Step E	62.3624	4988.99	10809.48	129713.79
		Step F	65.4806	5238.45	11349.97	136199.65
		Step G	68.7547	5500.38	11917.48	143009.78



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Appendix:F
Effective Date:03/25/2023

MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1674A	Economic Development Analyst I-A	Step A	37.2039	2976.31	6448.68	77384.11
		Step B	39.0640	3125.12	6771.09	81253.12
		Step C	41.0171	3281.37	7109.63	85315.57
		Step D	43.0682	3445.46	7465.15	89581.86
		Step E	45.2216	3617.73	7838.41	94060.93
		Step F	47.4827	3798.62	8230.33	98764.02
		Step G	49.8568	3988.54	8641.85	103702.14
1675A	Economic Development Analyst II-A	Step A	40.9245	3273.96	7093.58	85122.96
		Step B	42.9706	3437.65	7448.24	89378.85
		Step C	45.1190	3609.52	7820.63	93847.52
		Step D	47.3752	3790.02	8211.70	98540.42
		Step E	49.7436	3979.49	8622.22	103466.69
		Step F	52.2310	4178.48	9053.37	108640.48
		Step G	54.8425	4387.40	9506.03	114072.40



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Appendix:F
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MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1710A	Economic Development Director-A	Step A	74.0306	5922.45	12831.97	153983.65
		Step B	77.7325	6218.60	13473.63	161683.60
		Step C	81.6190	6529.52	14147.29	169767.52
		Step D	85.6999	6855.99	14854.65	178255.79
		Step E	89.9849	7198.79	15597.38	187168.59
		Step F	94.4843	7558.74	16377.28	196527.34
		Step G	99.2084	7936.67	17196.12	206353.47
1001A	Economic Development Project Manager-A	Step A	51.3427	4107.42	8899.40	106792.82
		Step B	53.9098	4312.78	9344.37	112132.38
		Step C	56.6053	4528.42	9811.59	117739.02
		Step D	59.4355	4754.84	10302.15	123625.84
		Step E	62.4073	4992.58	10817.27	129807.18
		Step F	65.5277	5242.22	11358.13	136297.62
		Step G	68.8041	5504.33	11926.04	143112.53



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Appendix:F
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MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1310A	Electric Business Analyst I-A	Step A	47.5953	3807.62	8249.85	98998.22
		Step B	49.9751	3998.01	8662.35	103948.21
		Step C	52.4739	4197.91	9095.48	109145.71
		Step D	55.0975	4407.80	9550.23	114602.80
		Step E	57.8525	4628.20	10027.77	120333.20
		Step F	60.7451	4859.61	10529.15	126349.81
		Step G	63.7823	5102.58	11055.60	132667.18
1312A	Electric Business Analyst II-A	Step A	52.3545	4188.36	9074.78	108897.36
		Step B	54.9723	4397.78	9528.53	114342.38
		Step C	57.7208	4617.66	10004.94	120059.26
		Step D	60.6069	4848.55	10505.20	126062.35
		Step E	63.6372	5090.98	11030.45	132365.38
		Step F	66.8191	5345.53	11581.98	138983.73
		Step G	70.1600	5612.80	12161.07	145932.80



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Appendix:F
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MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1066A	Electric Compliance Analyst I-A	Step A	47.5950	3807.60	8249.80	98997.60
		Step B	49.9748	3997.98	8662.30	103947.58
		Step C	52.4736	4197.89	9095.42	109145.09
		Step D	55.0972	4407.78	9550.18	114602.18
		Step E	57.8520	4628.16	10027.68	120332.16
		Step F	60.7446	4859.57	10529.06	126348.77
		Step G	63.7819	5102.55	11055.53	132666.35
2335A	Electric Compliance Analyst II-A	Step A	52.3553	4188.42	9074.92	108899.02
		Step B	54.9732	4397.86	9528.69	114344.26
		Step C	57.7218	4617.74	10005.11	120061.34
		Step D	60.6078	4848.62	10505.35	126064.22
		Step E	63.6382	5091.06	11030.62	132367.46
		Step F	66.8201	5345.61	11582.15	138985.81
		Step G	70.1612	5612.90	12161.27	145935.30



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Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
6285A	Electric Customer Programs Supervisor-A	Step A	66.2291	5298.33	11479.71	137756.53
		Step B	69.5407	5563.26	12053.72	144644.66
		Step C	73.0177	5841.42	12656.40	151876.82
		Step D	76.6684	6133.47	13289.19	159470.27
		Step E	80.5018	6440.14	13953.65	167443.74
		Step F	84.5269	6762.15	14651.33	175815.95
		Step G	88.7534	7100.27	15383.92	184607.07
2284A	Electric Engineering Technician Supervisor-A	Step A	58.8774	4710.19	10205.42	122464.99
		Step B	61.8211	4945.69	10715.66	128587.89
		Step C	64.9122	5192.98	11251.45	135017.38
		Step D	68.1579	5452.63	11814.04	141768.43
		Step E	71.5656	5725.25	12404.70	148856.45
		Step F	75.1440	6011.52	13024.96	156299.52
		Step G	78.9012	6312.10	13676.21	164114.50



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Appendix:F
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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2338A	Electric Operations Manager-A	Step A	88.8925	7111.40	15408.03	184896.40
		Step B	93.3371	7466.97	16178.43	194141.17
		Step C	98.0039	7840.31	16987.34	203848.11
		Step D	102.9043	8232.34	17836.75	214040.94
		Step E	108.0495	8643.96	18728.58	224742.96
		Step F	113.4519	9076.15	19665.00	235979.95
		Step G	119.1244	9529.95	20648.23	247778.75
2339A	Electric Operations Supervisor-A	Step A	80.8150	6465.20	14007.93	168095.20
		Step B	84.8559	6788.47	14708.36	176500.27
		Step C	89.0986	7127.89	15443.76	185325.09
		Step D	93.5534	7484.27	16215.92	194591.07
		Step E	98.2312	7858.50	17026.74	204320.90
		Step F	103.1428	8251.42	17878.09	214537.02
		Step G	108.2998	8663.98	18771.97	225263.58



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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2314A	Electric Resources Planner I-A	Step A	54.9699	4397.59	9528.12	114337.39
		Step B	57.7184	4617.47	10004.52	120054.27
		Step C	60.6043	4848.34	10504.75	126056.94
		Step D	63.6344	5090.75	11029.96	132359.55
		Step E	66.8162	5345.30	11581.47	138977.70
		Step F	70.1570	5612.56	12160.55	145926.56
		Step G	73.6650	5893.20	12768.60	153223.20
2316A	Electric Resources Planner II-A	Step A	60.4668	4837.34	10480.91	125770.94
		Step B	63.4902	5079.22	11004.97	132059.62
		Step C	66.6646	5333.17	11555.20	138662.37
		Step D	69.9979	5599.83	12132.97	145595.63
		Step E	73.4978	5879.82	12739.62	152875.42
		Step F	77.1727	6173.82	13376.60	160519.22
		Step G	81.0315	6482.52	14045.46	168545.52



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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2216A	Electric Risk and Compliance Supervisor-A	Step A	66.2254	5298.03	11479.07	137748.83
		Step B	69.5366	5562.93	12053.01	144636.13
		Step C	73.0136	5841.09	12655.69	151868.29
		Step D	76.6641	6133.13	13288.44	159461.33
		Step E	80.4975	6439.80	13952.90	167434.80
		Step F	84.5223	6761.78	14650.53	175806.38
		Step G	88.7483	7099.86	15383.04	184596.46
2352A	Electric Safety Coordinator-A	Step A	40.9244	3273.95	7093.56	85122.75
		Step B	42.9704	3437.63	7448.20	89378.43
		Step C	45.1189	3609.51	7820.61	93847.31
		Step D	47.3750	3790.00	8211.67	98540.00
		Step E	49.7435	3979.48	8622.21	103466.48
		Step F	52.2307	4178.46	9053.32	108639.86
		Step G	54.8425	4387.40	9506.03	114072.40



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MGMT Management						
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2319A	Electric Substation Supervisor-A	Step A	80.8150	6465.20	14007.93	168095.20
		Step B	84.8559	6788.47	14708.36	176500.27
		Step C	89.0986	7127.89	15443.76	185325.09
		Step D	93.5534	7484.27	16215.92	194591.07
		Step E	98.2312	7858.50	17026.74	204320.90
		Step F	103.1428	8251.42	17878.09	214537.02
		Step G	108.2998	8663.98	18771.97	225263.58
9560A	Electric Technology Systems Administrator-A	Step A	66.2292	5298.34	11479.73	137756.74
		Step B	69.5407	5563.26	12053.72	144644.66
		Step C	73.0176	5841.41	12656.38	151876.61
		Step D	76.6684	6133.47	13289.19	159470.27
		Step E	80.5019	6440.15	13953.66	167443.95
		Step F	84.5271	6762.17	14651.36	175816.37
		Step G	88.7534	7100.27	15383.92	184607.07



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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2320A	Electric Utility Director-A	Step A	127.7846	10222.77	22149.33	265791.97
		Step B	134.1739	10733.91	23256.81	279081.71
		Step C	140.8827	11270.62	24419.67	293036.02
		Step D	147.9268	11834.14	25640.65	307687.74
		Step E	155.3232	12425.86	26922.69	323072.26
		Step F	163.0893	13047.14	28268.81	339225.74
		Step G	171.2437	13699.50	29682.24	356186.90
2215A	Electric Utility Financial Administrator-A	Step A	66.2287	5298.30	11479.64	137755.70
		Step B	69.5400	5563.20	12053.60	144643.20
		Step C	73.0171	5841.37	12656.30	151875.57
		Step D	76.6679	6133.43	13289.10	159469.23
		Step E	80.5014	6440.11	13953.58	167442.91
		Step F	84.5264	6762.11	14651.24	175814.91
		Step G	88.7529	7100.23	15383.84	184606.03



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Appendix:F
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MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2378A	Electronic Maintenance Coordinator-A	Step A	43.4760	3478.08	7535.84	90430.08
		Step B	45.6498	3651.98	7912.63	94951.58
		Step C	47.9323	3834.58	8308.27	99699.18
		Step D	50.3289	4026.31	8723.68	104684.11
		Step E	52.8452	4227.62	9159.83	109918.02
		Step F	55.4875	4439.00	9617.83	115414.00
		Step G	58.2618	4660.94	10098.71	121184.54
2500A	Energy Services Account Representative I-A	Step A	46.8489	3747.91	8120.48	97445.71
		Step B	49.1914	3935.31	8526.51	102318.11
		Step C	51.6509	4132.07	8952.82	107433.87
		Step D	54.2334	4338.67	9400.46	112805.47
		Step E	56.9452	4555.62	9870.50	118446.02
		Step F	59.7924	4783.39	10364.02	124368.19
		Step G	62.7820	5022.56	10882.21	130586.56



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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2501A	Energy Services Account Representative II-A	Step A	51.5339	4122.71	8932.54	107190.51
		Step B	54.1106	4328.85	9379.17	112550.05
		Step C	56.8161	4545.29	9848.12	118177.49
		Step D	59.6569	4772.55	10340.53	124086.35
		Step E	62.6399	5011.19	10857.58	130290.99
		Step F	65.7718	5261.74	11400.45	136805.34
		Step G	69.0604	5524.83	11970.47	143645.63
1277A	Engineering Manager-A	Step A	64.5449	5163.59	11187.78	134253.39
		Step B	67.7722	5421.78	11747.18	140966.18
		Step C	71.1603	5692.82	12334.45	148013.42
		Step D	74.7186	5977.49	12951.22	155414.69
		Step E	78.4544	6276.35	13598.76	163185.15
		Step F	82.3769	6590.15	14278.66	171343.95
		Step G	86.4959	6919.67	14992.62	179911.47



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2540A	Environmental Coordinator-A	Step A	47.0632	3765.06	8157.62	97891.46
		Step B	49.4164	3953.31	8565.51	102786.11
		Step C	51.8874	4150.99	8993.82	107925.79
		Step D	54.4816	4358.53	9443.48	113321.73
		Step E	57.2058	4576.46	9915.67	118988.06
		Step F	60.0658	4805.26	10411.41	124936.86
		Step G	63.0692	5045.54	10931.99	131183.94
2548A	Environmental Utilities Business Administrator-A	Step A	54.3542	4348.34	9421.39	113056.74
		Step B	57.0720	4565.76	9892.48	118709.76
		Step C	59.9256	4794.05	10387.10	124645.25
		Step D	62.9219	5033.75	10906.46	130877.55
		Step E	66.0680	5285.44	11451.79	137421.44
		Step F	69.3714	5549.71	12024.38	144292.51
		Step G	72.8399	5827.19	12625.58	151506.99



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MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2546A	Environmental Utilities Business Analyst I-A	Step A	39.0623	3124.98	6770.80	81249.58
		Step B	41.0153	3281.22	7109.32	85311.82
		Step C	43.0662	3445.30	7464.81	89577.70
		Step D	45.2194	3617.55	7838.03	94056.35
		Step E	47.4805	3798.44	8229.95	98759.44
		Step F	49.8545	3988.36	8641.45	103697.36
		Step G	52.3472	4187.78	9073.51	108882.18
2547A	Environmental Utilities Business Analyst II-A	Step A	42.9694	3437.55	7448.03	89376.35
		Step B	45.1179	3609.43	7820.44	93845.23
		Step C	47.3739	3789.91	8211.48	98537.71
		Step D	49.7424	3979.39	8622.02	103464.19
		Step E	52.2296	4178.37	9053.13	108637.57
		Step F	54.8413	4387.30	9505.83	114069.90
		Step G	57.5832	4606.66	9981.09	119773.06



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MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1684A	Environmental Utilities Director-A	Step A	92.7804	7422.43	16081.94	192983.23
		Step B	97.4193	7793.54	16886.01	202632.14
		Step C	102.2904	8183.23	17730.34	212764.03
		Step D	107.4048	8592.38	18616.83	223401.98
		Step E	112.7751	9022.01	19547.68	234572.21
		Step F	118.4139	9473.11	20525.08	246300.91
		Step G	124.3345	9946.76	21551.31	258615.76
1024A	Environmental Utilities Maintenance Superintendent-A	Step A	58.3630	4669.04	10116.25	121395.04
		Step B	61.2811	4902.49	10622.06	127464.69
		Step C	64.3451	5147.61	11153.15	133837.81
		Step D	67.5624	5404.99	11710.82	140529.79
		Step E	70.9405	5675.24	12296.35	147556.24
		Step F	74.4875	5959.00	12911.17	154934.00
		Step G	78.2119	6256.95	13556.73	162680.75



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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2541A	Environmental Utility Compliance Administrator-A	Step A	48.2377	3859.02	8361.20	100334.42
		Step B	50.6495	4051.96	8779.25	105350.96
		Step C	53.1819	4254.55	9218.20	110618.35
		Step D	55.8411	4467.29	9679.12	116149.49
		Step E	58.6330	4690.64	10163.05	121956.64
		Step F	61.5647	4925.18	10671.21	128054.58
		Step G	64.6428	5171.42	11204.75	134457.02
4321A	Facilities Supervisor-A	Step A	39.4813	3158.50	6843.43	82121.10
		Step B	41.4555	3316.44	7185.62	86227.44
		Step C	43.5280	3482.24	7544.85	90538.24
		Step D	45.7045	3656.36	7922.11	95065.36
		Step E	47.9898	3839.18	8318.23	99818.78
		Step F	50.3892	4031.14	8734.13	104809.54
		Step G	52.9087	4232.70	9170.84	110050.10



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2900A	Finance Manager-A	Step A	57.8472	4627.78	10026.85	120322.18
		Step B	60.7396	4859.17	10528.20	126338.37
		Step C	63.7766	5102.13	11054.61	132655.33
		Step D	66.9654	5357.23	11607.34	139288.03
		Step E	70.3136	5625.09	12187.69	146252.29
		Step F	73.8294	5906.35	12797.10	153565.15
		Step G	77.5208	6201.66	13436.94	161243.26
0905ZA	Fire Battalion Chief 8Hr-ZA	Step A	57.3325	4586.60	9937.63	119251.60
		Step B	60.1991	4815.93	10434.51	125214.13
		Step C	63.2090	5056.72	10956.23	131474.72
		Step D	66.3695	5309.56	11504.05	138048.56
		Step E	69.6881	5575.05	12079.27	144951.25
		Step F	73.1724	5853.79	12683.22	152198.59
		Step G	76.8308	6146.46	13317.34	159808.06



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Appendix:F
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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0905A	Fire Battalion Chief-A	Step A	40.9517	4586.59	9937.61	119251.35
		Step B	42.9993	4815.92	10434.50	125213.96
		Step C	45.1493	5056.72	10956.23	131474.76
		Step D	47.4068	5309.56	11504.05	138048.60
		Step E	49.7771	5575.04	12079.24	144950.92
		Step F	52.2660	5853.79	12683.22	152198.59
		Step G	54.8793	6146.48	13317.38	159808.52
3330A	Fire Chief-A	Step A	84.6369	6770.95	14670.40	176044.75
		Step B	88.8689	7109.51	15403.94	184847.31
		Step C	93.3121	7464.97	16174.10	194089.17
		Step D	97.9779	7838.23	16982.84	203794.03
		Step E	102.8768	8230.14	17831.98	213983.74
		Step F	108.0203	8641.62	18723.52	224682.22
		Step G	113.4214	9073.71	19659.71	235916.51



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Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3332A	Fire Division Chief-A	Step A	63.0620	5044.96	10930.75	131168.96
		Step B	66.2150	5297.20	11477.27	137727.20
		Step C	69.5259	5562.07	12051.16	144613.87
		Step D	73.0021	5840.17	12653.70	151844.37
		Step E	76.6523	6132.18	13286.40	159436.78
		Step F	80.4848	6438.78	13950.70	167408.38
		Step G	84.5091	6760.73	14648.24	175778.93
3332ZA	Fire Divison Chief 24Hr-ZA	Step A	45.0443	5044.96	10930.75	131169.00
		Step B	47.2965	5297.21	11477.28	137727.41
		Step C	49.6612	5562.05	12051.12	144613.41
		Step D	52.1443	5840.16	12653.68	151844.20
		Step E	54.7515	6132.17	13286.36	159436.37
		Step F	57.4891	6438.78	13950.69	167408.26
		Step G	60.3635	6760.71	14648.21	175778.51



City of Roseville

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Appendix:F
Effective Date:03/25/2023

MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2565A	Fleet Services Supervisor-A	Step A	39.1872	3134.98	6792.45	81509.38
		Step B	41.1465	3291.72	7132.06	85584.72
		Step C	43.2039	3456.31	7488.68	89864.11
		Step D	45.3641	3629.13	7863.11	94357.33
		Step E	47.6323	3810.58	8256.27	99075.18
		Step F	50.0139	4001.11	8669.08	104028.91
		Step G	52.5146	4201.17	9102.53	109230.37
3451A	Government Relations Administrator-A	Step A	56.4732	4517.86	9788.69	117464.26
		Step B	59.2968	4743.74	10278.11	123337.34
		Step C	62.2617	4980.94	10792.03	129504.34
		Step D	65.3748	5229.98	11331.63	135979.58
		Step E	68.6435	5491.48	11898.21	142778.48
		Step F	72.0756	5766.05	12493.10	149917.25
		Step G	75.6794	6054.35	13117.76	157413.15



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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1647A	Government Relations Representative I-A	Step A	37.2039	2976.31	6448.68	77384.11
		Step B	39.0640	3125.12	6771.09	81253.12
		Step C	41.0171	3281.37	7109.63	85315.57
		Step D	43.0682	3445.46	7465.15	89581.86
		Step E	45.2216	3617.73	7838.41	94060.93
		Step F	47.4827	3798.62	8230.33	98764.02
		Step G	49.8568	3988.54	8641.85	103702.14
1648A	Government Relations Representative II-A	Step A	40.9245	3273.96	7093.58	85122.96
		Step B	42.9706	3437.65	7448.24	89378.85
		Step C	45.1190	3609.52	7820.63	93847.52
		Step D	47.3752	3790.02	8211.70	98540.42
		Step E	49.7436	3979.49	8622.22	103466.69
		Step F	52.2310	4178.48	9053.37	108640.48
		Step G	54.8425	4387.40	9506.03	114072.40



City of Roseville

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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3589A	Housing Manager-A	Step A	51.3387	4107.10	8898.71	106784.50
		Step B	53.9076	4312.61	9343.98	112127.81
		Step C	56.6033	4528.26	9811.24	117734.86
		Step D	59.4332	4754.66	10301.75	123621.06
		Step E	62.4047	4992.38	10816.81	129801.78
		Step F	65.5253	5242.02	11357.72	136292.62
		Step G	68.8013	5504.10	11925.56	143106.70
3590A	Housing Supervisor-A	Step A	42.7824	3422.59	7415.62	88987.39
		Step B	44.9215	3593.72	7786.39	93436.72
		Step C	47.1674	3773.39	8175.68	98108.19
		Step D	49.5260	3962.08	8584.51	103014.08
		Step E	52.0020	4160.16	9013.68	108164.16
		Step F	54.6023	4368.18	9464.40	113572.78
		Step G	57.3324	4586.59	9937.62	119251.39



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3594A	Human Resources Analyst I-A	Step A	37.5613	3004.90	6510.63	78127.50
		Step B	39.4394	3155.15	6836.16	82033.95
		Step C	41.4113	3312.90	7177.96	86135.50
		Step D	43.4820	3478.56	7536.88	90442.56
		Step E	45.6561	3652.49	7913.72	94964.69
		Step F	47.9387	3835.10	8309.37	99712.50
		Step G	50.3357	4026.86	8724.85	104698.26
3596A	Human Resources Analyst II-A	Step A	41.3174	3305.39	7161.68	85940.19
		Step B	43.3832	3470.66	7519.75	90237.06
		Step C	45.5524	3644.19	7895.75	94748.99
		Step D	47.8301	3826.41	8290.55	99486.61
		Step E	50.2216	4017.73	8705.08	104460.93
		Step F	52.7326	4218.61	9140.32	109683.81
		Step G	55.3693	4429.54	9597.35	115168.14



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3598A	Human Resources Director-A	Step A	74.0282	5922.26	12831.55	153978.66
		Step B	77.7296	6218.37	13473.13	161677.57
		Step C	81.6161	6529.29	14146.79	169761.49
		Step D	85.6968	6855.74	14854.11	178249.34
		Step E	89.9817	7198.54	15596.83	187161.94
		Step F	94.4809	7558.47	16376.69	196520.27
		Step G	99.2049	7936.39	17195.52	206346.19
3599A	Human Resources Manager-A	Step A	52.2708	4181.66	9060.27	108723.26
		Step B	54.8843	4390.74	9513.28	114159.34
		Step C	57.6287	4610.30	9988.97	119867.70
		Step D	60.5101	4840.81	10488.42	125861.01
		Step E	63.5356	5082.85	11012.84	132154.05
		Step F	66.7126	5337.01	11563.52	138762.21
		Step G	70.0483	5603.86	12141.71	145700.46



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Appendix:F
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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1002A	Hydrogeologist-A	Step A	57.3714	4589.71	9944.38	119332.51
		Step B	60.2399	4819.19	10441.58	125298.99
		Step C	63.2520	5060.16	10963.68	131564.16
		Step D	66.4147	5313.18	11511.88	138142.58
		Step E	69.7354	5578.83	12087.47	145049.63
		Step F	73.2222	5857.78	12691.85	152302.18
		Step G	76.8831	6150.65	13326.40	159916.85
3625A	Information Security Administrator-A	Step A	51.4209	4113.67	8912.96	106955.47
		Step B	53.9920	4319.36	9358.61	112303.36
		Step C	56.6915	4535.32	9826.53	117918.32
		Step D	59.5261	4762.09	10317.86	123814.29
		Step E	62.5024	5000.19	10833.75	130004.99
		Step F	65.6275	5250.20	11375.43	136505.20
		Step G	68.9090	5512.72	11944.23	143330.72



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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9542A	Information Technology Client Services Supervisor-A	Step A	46.8423	3747.38	8119.33	97431.98
		Step B	49.1844	3934.75	8525.30	102303.55
		Step C	51.6437	4131.50	8951.57	107418.90
		Step D	54.2258	4338.06	9399.14	112789.66
		Step E	56.9372	4554.98	9869.11	118429.38
		Step F	59.7839	4782.71	10362.54	124350.51
		Step G	62.7732	5021.86	10880.69	130568.26
3602A	Information Technology Program Manager-A	Step A	51.3060	4104.48	8893.04	106716.48
		Step B	53.8711	4309.69	9337.66	112051.89
		Step C	56.5645	4525.16	9804.51	117654.16
		Step D	59.3928	4751.42	10294.75	123537.02
		Step E	62.3624	4988.99	10809.48	129713.79
		Step F	65.4806	5238.45	11349.97	136199.65
		Step G	68.7547	5500.38	11917.48	143009.78



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3740A	Interpretive Services Supervisor-A	Step A	37.3398	2987.18	6472.23	77666.78
		Step B	39.2065	3136.52	6795.79	81549.52
		Step C	41.1670	3293.36	7135.61	85627.36
		Step D	43.2254	3458.03	7492.40	89908.83
		Step E	45.3867	3630.94	7867.03	94404.34
		Step F	47.6559	3812.47	8260.36	99124.27
		Step G	50.0387	4003.10	8673.37	104080.50
3810A	Key Accounts Representative-A	Step A	56.6845	4534.76	9825.31	117903.76
		Step B	59.5189	4761.51	10316.61	123799.31
		Step C	62.4947	4999.58	10832.41	129988.98
		Step D	65.6195	5249.56	11374.05	136488.56
		Step E	68.9005	5512.04	11942.75	143313.04
		Step F	72.3456	5787.65	12539.90	150478.85
		Step G	75.9628	6077.02	13166.89	158002.62



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4449A	Management Analyst - City Manager Office-A	Step A	42.9706	3437.65	7448.24	89378.85
		Step B	45.1190	3609.52	7820.63	93847.52
		Step C	47.3752	3790.02	8211.70	98540.42
		Step D	49.7436	3979.49	8622.22	103466.69
		Step E	52.2310	4178.48	9053.37	108640.48
		Step F	54.8425	4387.40	9506.03	114072.40
		Step G	57.5845	4606.76	9981.31	119775.76
0045A	Management Analyst I-A	Step A	37.2039	2976.31	6448.68	77384.11
		Step B	39.0640	3125.12	6771.09	81253.12
		Step C	41.0171	3281.37	7109.63	85315.57
		Step D	43.0682	3445.46	7465.15	89581.86
		Step E	45.2216	3617.73	7838.41	94060.93
		Step F	47.4827	3798.62	8230.33	98764.02
		Step G	49.8568	3988.54	8641.85	103702.14



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MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0050A	Management Analyst II-A	Step A	40.9245	3273.96	7093.58	85122.96
		Step B	42.9706	3437.65	7448.24	89378.85
		Step C	45.1190	3609.52	7820.63	93847.52
		Step D	47.3752	3790.02	8211.70	98540.42
		Step E	49.7436	3979.49	8622.22	103466.69
		Step F	52.2310	4178.48	9053.37	108640.48
		Step G	54.8425	4387.40	9506.03	114072.40
5020A	Park Development Project Manager I-A	Step A	37.2039	2976.31	6448.68	77384.11
		Step B	39.0640	3125.12	6771.09	81253.12
		Step C	41.0171	3281.37	7109.63	85315.57
		Step D	43.0682	3445.46	7465.15	89581.86
		Step E	45.2216	3617.73	7838.41	94060.93
		Step F	47.4827	3798.62	8230.33	98764.02
		Step G	49.8568	3988.54	8641.85	103702.14



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Appendix:F
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MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5022A	Park Development Project Manager II-A	Step A	40.9245	3273.96	7093.58	85122.96
		Step B	42.9706	3437.65	7448.24	89378.85
		Step C	45.1190	3609.52	7820.63	93847.52
		Step D	47.3752	3790.02	8211.70	98540.42
		Step E	49.7436	3979.49	8622.22	103466.69
		Step F	52.2310	4178.48	9053.37	108640.48
		Step G	54.8425	4387.40	9506.03	114072.40
1106A	Park Planning and Development Manager-A	Step A	51.7657	4141.26	8972.72	107672.66
		Step B	54.3546	4348.37	9421.46	113057.57
		Step C	57.0724	4565.79	9892.55	118710.59
		Step D	59.9260	4794.08	10387.17	124646.08
		Step E	62.9223	5033.78	10906.53	130878.38
		Step F	66.0684	5285.47	11451.86	137422.27
		Step G	69.3718	5549.74	12024.45	144293.34



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5082A	Parks Recreation and Libraries Director-A	Step A	77.7301	6218.41	13473.22	161678.61
		Step B	81.6166	6529.33	14146.88	169762.53
		Step C	85.6973	6855.78	14854.20	178250.38
		Step D	89.9821	7198.57	15596.90	187162.77
		Step E	94.4814	7558.51	16376.78	196521.31
		Step F	99.2054	7936.43	17195.60	206347.23
		Step G	104.1657	8333.26	18055.39	216664.66
9547A	Parks Recreation and Libraries Manager-A	Step A	53.5919	4287.35	9289.26	111471.15
		Step B	56.2715	4501.72	9753.73	117044.72
		Step C	59.0848	4726.78	10241.37	122896.38
		Step D	62.0395	4963.16	10753.51	129042.16
		Step E	65.1411	5211.29	11291.12	135493.49
		Step F	68.3984	5471.87	11855.72	142268.67
		Step G	71.8183	5745.46	12448.51	149382.06



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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9546A	Parks Recreation and Libraries Superintendent-A	Step A	45.0143	3601.14	7802.48	93629.74
		Step B	47.2651	3781.21	8192.62	98311.41
		Step C	49.6283	3970.26	8602.24	103226.86
		Step D	52.1096	4168.77	9032.33	108387.97
		Step E	54.7155	4377.24	9484.02	113808.24
		Step F	57.4510	4596.08	9958.17	119498.08
		Step G	60.3233	4825.86	10456.04	125472.46
5069A	Parks Supervisor-A	Step A	37.3398	2987.18	6472.23	77666.78
		Step B	39.2066	3136.53	6795.81	81549.73
		Step C	41.1671	3293.37	7135.63	85627.57
		Step D	43.2254	3458.03	7492.40	89908.83
		Step E	45.3867	3630.94	7867.03	94404.34
		Step F	47.6559	3812.47	8260.36	99124.27
		Step G	50.0387	4003.10	8673.37	104080.50



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Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9428A	Payroll Supervisor-A	Step A	46.2214	3697.71	8011.71	96140.51
		Step B	48.5324	3882.59	8412.28	100947.39
		Step C	50.9590	4076.72	8832.89	105994.72
		Step D	53.5069	4280.55	9274.53	111294.35
		Step E	56.1823	4494.58	9738.27	116859.18
		Step F	58.9914	4719.31	10225.18	122702.11
		Step G	61.9410	4955.28	10736.44	128837.28
1501A	Permits Supervisor-A	Step A	40.9245	3273.96	7093.58	85122.96
		Step B	42.9706	3437.65	7448.24	89378.85
		Step C	45.1190	3609.52	7820.63	93847.52
		Step D	47.3752	3790.02	8211.70	98540.42
		Step E	49.7436	3979.49	8622.22	103466.69
		Step F	52.2310	4178.48	9053.37	108640.48
		Step G	54.8425	4387.40	9506.03	114072.40



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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5309A	Planning Manager-A	Step A	63.8914	5111.31	11074.51	132894.11
		Step B	67.0859	5366.87	11628.22	139538.67
		Step C	70.4402	5635.22	12209.63	146515.62
		Step D	73.9623	5916.98	12820.13	153841.58
		Step E	77.6605	6212.84	13461.15	161533.84
		Step F	81.5436	6523.49	14134.22	169610.69
		Step G	85.6205	6849.64	14840.89	178090.64
5400A	Police Captain-A	Step A	70.4811	5638.49	12216.72	146600.69
		Step B	74.0050	5920.40	12827.53	153930.40
		Step C	77.7053	6216.42	13468.92	161627.02
		Step D	81.5907	6527.26	14142.39	169708.66
		Step E	85.6702	6853.62	14849.50	178194.02
		Step F	89.9536	7196.29	15591.96	187103.49
		Step G	94.4513	7556.10	16371.56	196458.70



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5410A	Police Chief-A	Step A	91.0614	7284.91	15783.98	189407.71
		Step B	95.6146	7649.17	16573.20	198878.37
		Step C	100.3952	8031.62	17401.83	208822.02
		Step D	105.4151	8433.21	18271.95	219263.41
		Step E	110.6858	8854.86	19185.54	230226.46
		Step F	116.2202	9297.62	20144.83	241738.02
		Step G	122.0311	9762.49	21152.06	253824.69
5420A	Police Lieutenant-A	Step A	61.2873	4902.98	10623.13	127477.58
		Step B	64.3519	5148.15	11154.33	133851.95
		Step C	67.5694	5405.55	11712.03	140544.35
		Step D	70.9478	5675.82	12297.62	147571.42
		Step E	74.4953	5959.62	12912.52	154950.22
		Step F	78.2200	6257.60	13558.13	162697.60
		Step G	82.1311	6570.49	14236.06	170832.69



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Appendix:F
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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5489A	Police Services Administrator-A	Step A	53.9435	4315.48	9350.21	112202.48
		Step B	56.6407	4531.26	9817.72	117812.66
		Step C	59.4727	4757.82	10308.60	123703.22
		Step D	62.4464	4995.71	10824.04	129888.51
		Step E	65.5687	5245.50	11365.24	136382.90
		Step F	68.8471	5507.77	11933.50	143201.97
		Step G	72.2895	5783.16	12530.18	150362.16
1039A	Police Social Services Practitioner-A	Step A	35.3582	2828.66	6128.75	73545.06
		Step B	37.1261	2970.09	6435.19	77222.29
		Step C	38.9825	3118.60	6756.97	81083.60
		Step D	40.9316	3274.53	7094.81	85137.73
		Step E	42.9781	3438.25	7449.54	89394.45
		Step F	45.1271	3610.17	7822.03	93864.37
		Step G	47.3834	3790.67	8213.12	98557.47



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5505A	Power Engineering Manager-A	Step A	81.7450	6539.60	14169.13	170029.60
		Step B	85.8323	6866.58	14877.60	178531.18
		Step C	90.1239	7209.91	15621.48	187457.71
		Step D	94.6301	7570.41	16402.55	196830.61
		Step E	99.3617	7948.94	17222.69	206672.34
		Step F	104.3297	8346.38	18083.81	217005.78
		Step G	109.5461	8763.69	18987.99	227855.89
5600A	Power Generation Superintendent-A	Step A	84.3105	6744.84	14613.82	175365.84
		Step B	88.5260	7082.08	15344.51	184134.08
		Step C	92.9522	7436.18	16111.71	193340.58
		Step D	97.5999	7807.99	16917.32	203007.79
		Step E	102.4800	8198.40	17763.20	213158.40
		Step F	107.6040	8608.32	18651.36	223816.32
		Step G	112.9841	9038.73	19583.91	235006.93



City of Roseville

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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5530A	Power Plant Operations and Maintenance Supervisor-A	Step A	76.7661	6141.29	13306.12	159673.49
		Step B	80.6045	6448.36	13971.45	167657.36
		Step C	84.6347	6770.78	14670.01	176040.18
		Step D	88.8664	7109.31	15403.51	184842.11
		Step E	93.3098	7464.78	16173.70	194084.38
		Step F	97.9752	7838.02	16982.37	203788.42
		Step G	102.8740	8229.92	17831.49	213977.92
5535A	Power Supply and Portfolio Administrator-A	Step A	81.7413	6539.30	14168.49	170021.90
		Step B	85.8284	6866.27	14876.92	178523.07
		Step C	90.1199	7209.59	15620.78	187449.39
		Step D	94.6257	7570.06	16401.79	196821.46
		Step E	99.3571	7948.57	17221.90	206662.77
		Step F	104.3249	8345.99	18082.98	216995.79
		Step G	109.5412	8763.30	18987.14	227845.70



City of Roseville

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Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5519A	Preventative Maintenance Supervisor-A	Step A	53.0573	4244.58	9196.60	110359.18
		Step B	55.7101	4456.81	9656.42	115877.01
		Step C	58.4957	4679.66	10139.25	121671.06
		Step D	61.4204	4913.63	10646.20	127754.43
		Step E	64.4915	5159.32	11178.53	134142.32
		Step F	67.7160	5417.28	11737.44	140849.28
		Step G	71.1018	5688.14	12324.31	147891.74
5514A	Principal Engineer-A	Step A	57.3714	4589.71	9944.38	119332.51
		Step B	60.2399	4819.19	10441.58	125298.99
		Step C	63.2520	5060.16	10963.68	131564.16
		Step D	66.4147	5313.18	11511.88	138142.58
		Step E	69.7354	5578.83	12087.47	145049.63
		Step F	73.2222	5857.78	12691.85	152302.18
		Step G	76.8831	6150.65	13326.40	159916.85



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5513A	Principal Planner-A	Step A	53.2441	4259.53	9228.98	110747.73
		Step B	55.9064	4472.51	9690.44	116285.31
		Step C	58.7017	4696.14	10174.96	122099.54
		Step D	61.6367	4930.94	10683.69	128204.34
		Step E	64.7186	5177.49	11217.89	134614.69
		Step F	67.9544	5436.35	11778.76	141345.15
		Step G	71.3523	5708.18	12367.73	148412.78
1004A	Process Engineer-A	Step A	57.3714	4589.71	9944.38	119332.51
		Step B	60.2399	4819.19	10441.58	125298.99
		Step C	63.2520	5060.16	10963.68	131564.16
		Step D	66.4147	5313.18	11511.88	138142.58
		Step E	69.7354	5578.83	12087.47	145049.63
		Step F	73.2222	5857.78	12691.85	152302.18
		Step G	76.8831	6150.65	13326.40	159916.85



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Appendix:F
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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1069A	Project Supervisor-A	Step A	49.8884	3991.07	8647.32	103767.87
		Step B	52.3829	4190.63	9079.70	108956.43
		Step C	55.0020	4400.16	9533.68	114404.16
		Step D	57.7520	4620.16	10010.35	120124.16
		Step E	60.6397	4851.18	10510.88	126130.58
		Step F	63.6717	5093.74	11036.43	132437.14
		Step G	66.8553	5348.42	11588.25	139059.02
1108A	Public Affairs and Communications Manager-A	Step A	55.8098	4464.78	9673.70	116084.38
		Step B	58.6004	4688.03	10157.40	121888.83
		Step C	61.5303	4922.42	10665.25	127983.02
		Step D	64.6069	5168.55	11198.53	134382.35
		Step E	67.8372	5426.98	11758.45	141101.38
		Step F	71.2291	5698.33	12346.38	148156.53
		Step G	74.7906	5983.25	12963.70	155564.45



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5635A	Public Works Director-A	Step A	77.7314	6218.51	13473.44	161681.31
		Step B	81.6180	6529.44	14147.12	169765.44
		Step C	85.6990	6855.92	14854.49	178253.92
		Step D	89.9839	7198.71	15597.21	187166.51
		Step E	94.4831	7558.65	16377.07	196524.85
		Step F	99.2072	7936.58	17195.91	206350.98
		Step G	104.1675	8333.40	18055.70	216668.40
1087A	Public Works Manager-A	Step A	54.8772	4390.18	9512.05	114144.58
		Step B	57.6212	4609.70	9987.67	119852.10
		Step C	60.5022	4840.18	10487.05	125844.58
		Step D	63.5272	5082.18	11011.38	132136.58
		Step E	66.7037	5336.30	11561.97	138743.70
		Step F	70.0388	5603.10	12140.06	145680.70
		Step G	73.5409	5883.27	12747.09	152965.07



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5652A	Purchasing and Warehouse Manager-A	Step A	50.6893	4055.14	8786.15	105433.74
		Step B	53.2238	4257.90	9225.46	110705.50
		Step C	55.8849	4470.79	9686.72	116240.59
		Step D	58.6792	4694.34	10171.06	122052.74
		Step E	61.6132	4929.06	10679.62	128155.46
		Step F	64.6939	5175.51	11213.61	134563.31
		Step G	67.9285	5434.28	11774.27	141291.28
9544A	Recreation and Library Supervisor-A	Step A	37.3398	2987.18	6472.23	77666.78
		Step B	39.2066	3136.53	6795.81	81549.73
		Step C	41.1671	3293.37	7135.63	85627.57
		Step D	43.2254	3458.03	7492.40	89908.83
		Step E	45.3867	3630.94	7867.03	94404.34
		Step F	47.6559	3812.47	8260.36	99124.27
		Step G	50.0387	4003.10	8673.37	104080.50



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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
6231A	Refuse Superintendent-A	Step A	47.9372	3834.98	8309.11	99709.38
		Step B	50.3341	4026.73	8724.58	104694.93
		Step C	52.8508	4228.06	9160.81	109929.66
		Step D	55.4935	4439.48	9618.87	115426.48
		Step E	58.2680	4661.44	10099.79	121197.44
		Step F	61.1815	4894.52	10604.79	127257.52
		Step G	64.2404	5139.23	11135.00	133620.03
6235A	Refuse Supervisor-A	Step A	39.7944	3183.55	6897.70	82772.35
		Step B	41.7842	3342.74	7242.59	86911.14
		Step C	43.8735	3509.88	7604.74	91256.88
		Step D	46.0664	3685.31	7984.84	95818.11
		Step E	48.3695	3869.56	8384.05	100608.56
		Step F	50.7879	4063.03	8803.24	105638.83
		Step G	53.3275	4266.20	9243.43	110921.20



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
6244A	Refuse and Stormwater Manager-A	Step A	64.5449	5163.59	11187.78	134253.39
		Step B	67.7722	5421.78	11747.18	140966.18
		Step C	71.1603	5692.82	12334.45	148013.42
		Step D	74.7186	5977.49	12951.22	155414.69
		Step E	78.4544	6276.35	13598.76	163185.15
		Step F	82.3769	6590.15	14278.66	171343.95
		Step G	86.4959	6919.67	14992.62	179911.47
6450A	Risk Manager-A	Step A	57.4981	4599.85	9966.34	119596.05
		Step B	60.3730	4829.84	10464.65	125575.84
		Step C	63.3918	5071.34	10987.91	131854.94
		Step D	66.5613	5324.90	11537.29	138447.50
		Step E	69.8894	5591.15	12114.16	145369.95
		Step F	73.3839	5870.71	12719.88	152638.51
		Step G	77.0530	6164.24	13355.85	160270.24



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
6500A	Safety Coordinator-A	Step A	40.9244	3273.95	7093.56	85122.75
		Step B	42.9704	3437.63	7448.20	89378.43
		Step C	45.1189	3609.51	7820.61	93847.31
		Step D	47.3750	3790.00	8211.67	98540.00
		Step E	49.7435	3979.48	8622.21	103466.48
		Step F	52.2307	4178.46	9053.32	108639.86
		Step G	54.8425	4387.40	9506.03	114072.40
7130A	Senior Business Systems Analyst-A	Step A	44.6131	3569.05	7732.94	92795.25
		Step B	46.8439	3747.51	8119.61	97435.31
		Step C	49.1860	3934.88	8525.57	102306.88
		Step D	51.6453	4131.62	8951.85	107422.22
		Step E	54.2276	4338.21	9399.45	112793.41
		Step F	56.9389	4555.11	9869.41	118432.91
		Step G	59.7860	4782.88	10362.91	124354.88



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7145A	Senior Database Analyst-A	Step A	44.6131	3569.05	7732.94	92795.25
		Step B	46.8439	3747.51	8119.61	97435.31
		Step C	49.1860	3934.88	8525.57	102306.88
		Step D	51.6453	4131.62	8951.85	107422.22
		Step E	54.2276	4338.21	9399.45	112793.41
		Step F	56.9389	4555.11	9869.41	118432.91
		Step G	59.7860	4782.88	10362.91	124354.88
7123A	Senior Deputy City Attorney-A	Step A	76.9544	6156.35	13338.76	160065.15
		Step B	80.8021	6464.17	14005.70	168068.37
		Step C	84.8423	6787.38	14706.00	176471.98
		Step D	89.0844	7126.75	15441.30	185295.55
		Step E	93.5387	7483.10	16213.37	194560.50
		Step F	98.2154	7857.23	17024.00	204288.03
		Step G	103.1263	8250.10	17875.23	214502.70



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1097A	Senior Development Services Business Analyst-A	Step A	43.8811	3510.49	7606.06	91272.69
		Step B	46.0752	3686.02	7986.37	95836.42
		Step C	48.3789	3870.31	8385.68	100628.11
		Step D	50.7979	4063.83	8804.97	105659.63
		Step E	53.3378	4267.02	9245.22	110942.62
		Step F	56.0046	4480.37	9707.46	116489.57
		Step G	58.8049	4704.39	10192.85	122314.19
7128A	Senior Electric Business Analyst-A	Step A	57.5905	4607.24	9982.35	119788.24
		Step B	60.4700	4837.60	10481.47	125777.60
		Step C	63.4936	5079.49	11005.56	132066.69
		Step D	66.6681	5333.45	11555.80	138669.65
		Step E	70.0015	5600.12	12133.59	145603.12
		Step F	73.5016	5880.13	12740.28	152883.33
		Step G	77.1769	6174.15	13377.33	160527.95



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MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1023A	Senior Electric Technology Systems Analyst-A	Step A	59.8944	4791.55	10381.70	124580.35
		Step B	62.8891	5031.13	10900.78	130809.33
		Step C	66.0336	5282.69	11445.82	137349.89
		Step D	69.3353	5546.82	12018.12	144217.42
		Step E	72.8020	5824.16	12619.01	151428.16
		Step F	76.4421	6115.37	13249.96	158999.57
		Step G	80.2642	6421.14	13912.46	166949.54
7163A	Senior Energy Services Account Representative-A	Step A	56.6845	4534.76	9825.31	117903.76
		Step B	59.5189	4761.51	10316.61	123799.31
		Step C	62.4947	4999.58	10832.41	129988.98
		Step D	65.6195	5249.56	11374.05	136488.56
		Step E	68.9005	5512.04	11942.75	143313.04
		Step F	72.3456	5787.65	12539.90	150478.85
		Step G	75.9628	6077.02	13166.89	158002.62



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7142A	Senior Engineer-A	Step A	50.9976	4079.81	8839.58	106075.01
		Step B	53.5477	4283.82	9281.60	111379.22
		Step C	56.2249	4497.99	9745.65	116947.79
		Step D	59.0364	4722.91	10232.98	122795.71
		Step E	61.9878	4959.02	10744.55	128934.62
		Step F	65.0875	5207.00	11281.83	135382.00
		Step G	68.3418	5467.34	11845.91	142150.94
1065A	Senior Environmental Utilities Business Analyst-A	Step A	47.2647	3781.18	8192.55	98310.58
		Step B	49.6277	3970.22	8602.13	103225.62
		Step C	52.1092	4168.74	9032.26	108387.14
		Step D	54.7146	4377.17	9483.86	113806.37
		Step E	57.4506	4596.05	9958.10	119497.25
		Step F	60.3229	4825.83	10455.97	125471.63
		Step G	63.3391	5067.13	10978.78	131745.33



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7161A	Senior GIS Analyst-A	Step A	43.6911	3495.29	7573.12	90877.49
		Step B	45.8756	3670.05	7951.77	95421.25
		Step C	48.1693	3853.54	8349.35	100192.14
		Step D	50.5780	4046.24	8766.85	105202.24
		Step E	53.1069	4248.55	9205.20	110462.35
		Step F	55.7623	4460.98	9665.47	115985.58
		Step G	58.5503	4684.02	10148.72	121784.62
7150A	Senior Human Resources Analyst-A	Step A	45.4521	3636.17	7878.36	94540.37
		Step B	47.7245	3817.96	8272.25	99266.96
		Step C	50.1109	4008.87	8685.89	104230.67
		Step D	52.6163	4209.30	9120.16	109441.90
		Step E	55.2472	4419.78	9576.18	114914.18
		Step F	58.0096	4640.77	10055.00	120659.97
		Step G	60.9099	4872.79	10557.72	126692.59



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MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7194A	Senior Information Technology Analyst-A	Step A	44.6131	3569.05	7732.94	92795.25
		Step B	46.8439	3747.51	8119.61	97435.31
		Step C	49.1860	3934.88	8525.57	102306.88
		Step D	51.6453	4131.62	8951.85	107422.22
		Step E	54.2276	4338.21	9399.45	112793.41
		Step F	56.9389	4555.11	9869.41	118432.91
		Step G	59.7860	4782.88	10362.91	124354.88
1119A	Senior Park Development Project Manager-A	Step A	45.0167	3601.34	7802.89	93634.74
		Step B	47.2676	3781.41	8193.05	98316.61
		Step C	49.6310	3970.48	8602.71	103232.48
		Step D	52.1125	4169.00	9032.83	108394.00
		Step E	54.7181	4377.45	9484.47	113813.65
		Step F	57.4540	4596.32	9958.69	119504.32
		Step G	60.3268	4826.14	10456.65	125479.74



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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7180A	Senior Planner-A	Step A	46.3003	3704.02	8025.39	96304.62
		Step B	48.6153	3889.22	8426.65	101119.82
		Step C	51.0461	4083.69	8847.99	106175.89
		Step D	53.5983	4287.86	9290.37	111484.46
		Step E	56.2784	4502.27	9754.92	117059.07
		Step F	59.0924	4727.39	10242.68	122912.19
		Step G	62.0468	4963.74	10754.78	129057.34
7151A	Senior Power Engineer-A	Step A	71.0796	5686.37	12320.46	147845.57
		Step B	74.6335	5970.68	12936.47	155237.68
		Step C	78.3653	6269.22	13583.32	162999.82
		Step D	82.2836	6582.69	14262.49	171149.89
		Step E	86.3976	6911.81	14975.58	179707.01
		Step F	90.7175	7257.40	15724.37	188692.40
		Step G	95.2534	7620.27	16510.59	198127.07



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5555A	Senior Power Plant Engineer-A	Step A	71.0796	5686.37	12320.46	147845.57
		Step B	74.6335	5970.68	12936.47	155237.68
		Step C	78.3653	6269.22	13583.32	162999.82
		Step D	82.2836	6582.69	14262.49	171149.89
		Step E	86.3976	6911.81	14975.58	179707.01
		Step F	90.7175	7257.40	15724.37	188692.40
		Step G	95.2534	7620.27	16510.59	198127.07
1029A	Senior Utility Billing Analyst-A	Step A	44.5864	3566.91	7728.31	92739.71
		Step B	46.8158	3745.26	8114.74	97376.86
		Step C	49.1566	3932.53	8520.48	102245.73
		Step D	51.6144	4129.15	8946.50	107357.95
		Step E	54.1952	4335.62	9393.83	112726.02
		Step F	56.9049	4552.39	9863.52	118362.19
		Step G	59.7501	4780.01	10356.68	124280.21



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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1073A	Street Maintenance Manager-A	Step A	57.0743	4565.94	9892.88	118714.54
		Step B	59.9279	4794.23	10387.50	124650.03
		Step C	62.9245	5033.96	10906.91	130882.96
		Step D	66.0706	5285.65	11452.24	137426.85
		Step E	69.3741	5549.93	12024.84	144298.13
		Step F	72.8428	5827.42	12626.09	151513.02
		Step G	76.4850	6118.80	13257.40	159088.80
7522A	Street Maintenance Supervisor-A	Step A	37.0884	2967.07	6428.66	77143.87
		Step B	38.9428	3115.42	6750.09	81001.02
		Step C	40.8899	3271.19	7087.58	85050.99
		Step D	42.9345	3434.76	7441.98	89303.76
		Step E	45.0812	3606.50	7814.07	93768.90
		Step F	47.3353	3786.82	8204.79	98457.42
		Step G	49.7019	3976.15	8615.00	103379.95



City of Roseville

Salary Schedule: Management-A

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1110A	Transit Operations Supervisor-A	Step A	45.0168	3601.34	7802.91	93634.94
		Step B	47.2675	3781.40	8193.03	98316.40
		Step C	49.6309	3970.47	8602.69	103232.27
		Step D	52.1126	4169.01	9032.85	108394.21
		Step E	54.7182	4377.46	9484.49	113813.86
		Step F	57.4541	4596.33	9958.71	119504.53
		Step G	60.3267	4826.14	10456.63	125479.54
8762A	Urban Forester-A	Step A	38.8334	3106.67	6731.12	80773.47
		Step B	40.7748	3261.98	7067.63	84811.58
		Step C	42.8137	3425.10	7421.04	89052.50
		Step D	44.9544	3596.35	7792.10	93505.15
		Step E	47.2022	3776.18	8181.71	98180.58
		Step F	49.5621	3964.97	8590.76	103089.17
		Step G	52.0402	4163.22	9020.30	108243.62



City of Roseville

Salary Schedule: Management-A

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0920A	Utility Billing Operations Manager-A	Step A	57.8472	4627.78	10026.85	120322.18
		Step B	60.7396	4859.17	10528.20	126338.37
		Step C	63.7766	5102.13	11054.61	132655.33
		Step D	66.9654	5357.23	11607.34	139288.03
		Step E	70.3136	5625.09	12187.69	146252.29
		Step F	73.8294	5906.35	12797.10	153565.15
		Step G	77.5208	6201.66	13436.94	161243.26
1041A	Utility Billing and Field Services Supervisor-A	Step A	44.1208	3529.66	7647.61	91771.26
		Step B	46.3268	3706.14	8029.98	96359.74
		Step C	48.6431	3891.45	8431.47	101177.65
		Step D	51.0752	4086.02	8853.03	106236.42
		Step E	53.6290	4290.32	9295.69	111548.32
		Step F	56.3105	4504.84	9760.49	117125.84
		Step G	59.1260	4730.08	10248.51	122982.08



City of Roseville

Salary Schedule: Management-A

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1042A	Utility Customer Service Supervisor-A	Step A	32.1431	2571.45	5571.47	66857.65
		Step B	33.7501	2700.01	5850.02	70200.21
		Step C	35.4377	2835.02	6142.53	73710.42
		Step D	37.2095	2976.76	6449.65	77395.76
		Step E	39.0700	3125.60	6772.13	81265.60
		Step F	41.0236	3281.89	7110.76	85329.09
		Step G	43.0748	3445.98	7466.30	89595.58
1102A	Utility Exploration Center Supervisor-A	Step A	38.3480	3067.84	6646.99	79763.84
		Step B	40.2651	3221.21	6979.28	83751.41
		Step C	42.2785	3382.28	7328.27	87939.28
		Step D	44.3925	3551.40	7694.70	92336.40
		Step E	46.6121	3728.97	8079.43	96953.17
		Step F	48.9426	3915.41	8483.38	101800.61
		Step G	51.3897	4111.18	8907.55	106890.58



City of Roseville

Salary Schedule: Management-A

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1646A	Utility Government Relations Administrator-A	Step A	49.1077	3928.62	8512.00	102144.02
		Step B	51.5631	4125.05	8937.60	107251.25
		Step C	54.1411	4331.29	9384.46	112613.49
		Step D	56.8482	4547.86	9853.69	118244.26
		Step E	59.6906	4775.25	10346.37	124156.45
		Step F	62.6752	5014.02	10863.70	130364.42
		Step G	65.8089	5264.71	11406.88	136882.51
8980A	Wastewater Collection Superintendent-A	Step A	47.9372	3834.98	8309.11	99709.38
		Step B	50.3341	4026.73	8724.58	104694.93
		Step C	52.8508	4228.06	9160.81	109929.66
		Step D	55.4935	4439.48	9618.87	115426.48
		Step E	58.2680	4661.44	10099.79	121197.44
		Step F	61.1815	4894.52	10604.79	127257.52
		Step G	64.2404	5139.23	11135.00	133620.03



City of Roseville

Salary Schedule: Management-A

Appendix:F
Effective Date:03/25/2023

MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
8978A	Wastewater Collection Supervisor-A	Step A	39.9500	3196.00	6924.67	83096.00
		Step B	41.9471	3355.77	7270.83	87249.97
		Step C	44.0447	3523.58	7634.41	91612.98
		Step D	46.2469	3699.75	8016.13	96193.55
		Step E	48.5593	3884.74	8416.95	101003.34
		Step F	50.9870	4078.96	8837.75	106052.96
		Step G	53.5364	4282.91	9279.64	111355.71
9040A	Wastewater Treatment Plant Chief Operator-A	Step A	52.7315	4218.52	9140.13	109681.52
		Step B	55.3683	4429.46	9597.17	115166.06
		Step C	58.1364	4650.91	10076.98	120923.71
		Step D	61.0435	4883.48	10580.87	126970.48
		Step E	64.0954	5127.63	11109.87	133318.43
		Step F	67.3002	5384.02	11665.37	139984.42
		Step G	70.6651	5653.21	12248.62	146983.41



City of Roseville

Salary Schedule: Management-A

Appendix:F
Effective Date:03/25/2023

MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9045A	Wastewater Utility Manager-A	Step A	64.5449	5163.59	11187.78	134253.39
		Step B	67.7722	5421.78	11747.18	140966.18
		Step C	71.1603	5692.82	12334.45	148013.42
		Step D	74.7186	5977.49	12951.22	155414.69
		Step E	78.4544	6276.35	13598.76	163185.15
		Step F	82.3769	6590.15	14278.66	171343.95
		Step G	86.4959	6919.67	14992.62	179911.47
9047A	Water Conservation Administrator-A	Step A	43.9422	3515.38	7616.65	91399.78
		Step B	46.1394	3691.15	7997.50	95969.95
		Step C	48.4464	3875.71	8397.38	100768.51
		Step D	50.8687	4069.50	8817.24	105806.90
		Step E	53.4121	4272.97	9258.10	111097.17
		Step F	56.0831	4486.65	9721.07	116652.85
		Step G	58.8870	4710.96	10207.08	122484.96



City of Roseville

Salary Schedule: Management-A

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9085A	Water Distribution Superintendent-A	Step A	47.2302	3778.42	8186.57	98238.82
		Step B	50.3341	4026.73	8724.58	104694.93
		Step C	52.8508	4228.06	9160.81	109929.66
		Step D	55.4935	4439.48	9618.87	115426.48
		Step E	58.2680	4661.44	10099.79	121197.44
		Step F	61.1815	4894.52	10604.79	127257.52
		Step G	64.2404	5139.23	11135.00	133620.03
9084A	Water Distribution Supervisor-A	Step A	39.9499	3195.99	6924.65	83095.79
		Step B	41.9471	3355.77	7270.83	87249.97
		Step C	44.0447	3523.58	7634.41	91612.98
		Step D	46.2469	3699.75	8016.13	96193.55
		Step E	48.5592	3884.74	8416.93	101003.14
		Step F	50.9870	4078.96	8837.75	106052.96
		Step G	53.5364	4282.91	9279.64	111355.71



City of Roseville

Salary Schedule: Management-A

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9101A	Water Quality Lab Supervisor-A	Step A	41.9458	3355.66	7270.61	87247.26
		Step B	44.0430	3523.44	7634.12	91609.44
		Step C	46.2451	3699.61	8015.82	96189.81
		Step D	48.5573	3884.58	8416.60	100999.18
		Step E	50.9853	4078.82	8837.45	106049.42
		Step F	53.5346	4282.77	9279.33	111351.97
		Step G	56.2112	4496.90	9743.27	116919.30
9175A	Water Treatment Plant Chief Operator-A	Step A	47.9376	3835.01	8309.18	99710.21
		Step B	50.3347	4026.78	8724.68	104696.18
		Step C	52.8512	4228.10	9160.87	109930.50
		Step D	55.4940	4439.52	9618.96	115427.52
		Step E	58.2685	4661.48	10099.87	121198.48
		Step F	61.1821	4894.57	10604.90	127258.77
		Step G	64.2411	5139.29	11135.12	133621.49



City of Roseville

Salary Schedule: Management-A

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9244A	Water Utility Manager-A	Step A	64.5449	5163.59	11187.78	134253.39
		Step B	67.7722	5421.78	11747.18	140966.18
		Step C	71.1603	5692.82	12334.45	148013.42
		Step D	74.7186	5977.49	12951.22	155414.69
		Step E	78.4544	6276.35	13598.76	163185.15
		Step F	82.3769	6590.15	14278.66	171343.95
		Step G	86.4959	6919.67	14992.62	179911.47



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1505B	AMI Project Manager-B	Step A	52.3163	4185.30	9068.16	108817.90
		Step B	55.3445	4427.56	9593.05	115116.56
		Step C	57.0049	4560.39	9880.85	118570.19
		Step D	58.7150	4697.20	10177.27	122127.20
		Step E	60.4765	4838.12	10482.59	125791.12
		Step F	62.2908	4983.26	10797.07	129564.86
		Step G	64.1595	5132.76	11120.98	133451.76
		Step H	66.0843	5286.74	11454.61	137455.34
		Step I	68.0668	5445.34	11798.25	141578.94
		Step J	70.1088	5608.70	12152.19	145826.30



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1370B	Accounting Manager-B	Step A	57.8472	4627.78	10026.85	120322.18
		Step B	61.1956	4895.65	10607.24	127286.85
		Step C	63.0315	5042.52	10925.46	131105.52
		Step D	64.9224	5193.79	11253.22	135038.59
		Step E	66.8701	5349.61	11590.82	139089.81
		Step F	68.8762	5510.10	11938.54	143262.50
		Step G	70.9426	5675.41	12296.72	147560.61
		Step H	73.0708	5845.66	12665.61	151987.26
		Step I	75.2630	6021.04	13045.59	156547.04
		Step J	77.5208	6201.66	13436.94	161243.26



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0043B	Accounting Supervisor-B	Step A	48.5327	3882.62	8412.33	100948.02
		Step B	51.3421	4107.37	8899.30	106791.57
		Step C	52.8823	4230.58	9166.27	109995.18
		Step D	54.4688	4357.50	9441.26	113295.10
		Step E	56.1029	4488.23	9724.50	116694.03
		Step F	57.7860	4622.88	10016.24	120194.88
		Step G	59.5195	4761.56	10316.71	123800.56
		Step H	61.3051	4904.41	10626.22	127514.61
		Step I	63.1443	5051.54	10945.01	131340.14
		Step J	65.0386	5203.09	11273.36	135280.29



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9427B	Accounts Payable Supervisor-B	Step A	46.2214	3697.71	8011.71	96140.51
		Step B	48.8968	3911.74	8475.45	101705.34
		Step C	50.3637	4029.10	8729.71	104756.50
		Step D	51.8746	4149.97	8991.60	107899.17
		Step E	53.4309	4274.47	9261.36	111136.27
		Step F	55.0338	4402.70	9539.19	114470.30
		Step G	56.6848	4534.78	9825.37	117904.38
		Step H	58.3853	4670.82	10120.12	121441.42
		Step I	60.1369	4810.95	10423.73	125084.75
		Step J	61.9410	4955.28	10736.44	128837.28



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0090B	Alternative Transportation Manager-B	Step A	61.5691	4925.53	10671.98	128063.73
		Step B	65.1329	5210.63	11289.70	135476.43
		Step C	67.0869	5366.95	11628.40	139540.75
		Step D	69.0996	5527.97	11977.26	143727.17
		Step E	71.1725	5693.80	12336.57	148038.80
		Step F	73.3077	5864.62	12706.67	152480.02
		Step G	75.5070	6040.56	13087.88	157054.56
		Step H	77.7721	6221.77	13480.50	161765.97
		Step I	80.1053	6408.42	13884.92	166619.02
		Step J	82.5084	6600.67	14301.46	171617.47



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0245B	Assistant City Attorney-B	Step A	88.4976	7079.81	15339.58	184075.01
		Step B	93.6202	7489.62	16227.50	194730.02
		Step C	96.4287	7714.30	16714.31	200571.70
		Step D	99.3217	7945.74	17215.76	206589.14
		Step E	102.3013	8184.10	17732.23	212786.70
		Step F	105.3703	8429.62	18264.19	219170.22
		Step G	108.5314	8682.51	18812.11	225745.31
		Step H	111.7874	8942.99	19376.48	232517.79
		Step I	115.1409	9211.27	19957.76	239493.07
		Step J	118.5952	9487.62	20556.50	246678.02



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0250B	Assistant City Clerk-B	Step A	47.0617	3764.94	8157.36	97888.34
		Step B	49.7859	3982.87	8629.56	103554.67
		Step C	51.2795	4102.36	8888.45	106661.36
		Step D	52.8179	4225.43	9155.10	109861.23
		Step E	54.4025	4352.20	9429.77	113157.20
		Step F	56.0346	4482.77	9712.66	116551.97
		Step G	57.7156	4617.25	10004.04	120048.45
		Step H	59.4470	4755.76	10304.15	123649.76
		Step I	61.2305	4898.44	10613.29	127359.44
		Step J	63.0674	5045.39	10931.68	131180.19



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0325B	Assistant City Manager-B	Step A	93.1372	7450.98	16143.78	193725.38
		Step B	98.5283	7882.26	17078.24	204938.86
		Step C	101.4841	8118.73	17590.58	211086.93
		Step D	104.5286	8362.29	18118.29	217419.49
		Step E	107.6645	8613.16	18661.85	223942.16
		Step F	110.8944	8871.55	19221.70	230660.35
		Step G	114.2212	9137.70	19798.34	237580.10
		Step H	117.6478	9411.82	20392.29	244707.42
		Step I	121.1773	9694.18	21004.07	252048.78
		Step J	124.8126	9985.01	21634.18	259610.21



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1021B	Assistant City Manager/Chief Financial Officer-B	Step A	93.1372	7450.98	16143.78	193725.38
		Step B	98.5283	7882.26	17078.24	204938.86
		Step C	101.4841	8118.73	17590.58	211086.93
		Step D	104.5286	8362.29	18118.29	217419.49
		Step E	107.6645	8613.16	18661.85	223942.16
		Step F	110.8944	8871.55	19221.70	230660.35
		Step G	114.2212	9137.70	19798.34	237580.10
		Step H	117.6478	9411.82	20392.29	244707.42
		Step I	121.1773	9694.18	21004.07	252048.78
		Step J	124.8126	9985.01	21634.18	259610.21



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1068B	Assistant Electric Analyst-B	Step A	36.0568	2884.54	6249.85	74998.14
		Step B	38.1440	3051.52	6611.63	79339.52
		Step C	39.2883	3143.06	6809.97	81719.66
		Step D	40.4669	3237.35	7014.26	84171.15
		Step E	41.6810	3334.48	7224.71	86696.48
		Step F	42.9313	3434.50	7441.43	89297.10
		Step G	44.2193	3537.54	7664.68	91976.14
		Step H	45.5459	3643.67	7894.62	94735.47
		Step I	46.9123	3752.98	8131.47	97577.58
		Step J	48.3196	3865.57	8375.40	100504.77



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0395B	Assistant Electric Utility Director-B	Step A	102.2264	8178.11	17719.24	212630.91
		Step B	108.1438	8651.50	18744.93	224939.10
		Step C	111.3882	8911.06	19307.29	231687.46
		Step D	114.7297	9178.38	19886.48	238637.78
		Step E	118.1717	9453.74	20483.09	245797.14
		Step F	121.7168	9737.34	21097.58	253170.94
		Step G	125.3683	10029.46	21730.51	260766.06
		Step H	129.1294	10330.35	22382.43	268589.15
		Step I	133.0032	10640.26	23053.89	276646.66
		Step J	136.9934	10959.47	23745.52	284946.27



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0411B	Assistant Environmental Utilities Director-B	Step A	74.2299	5938.39	12866.52	154398.19
		Step B	78.5267	6282.14	13611.29	163335.54
		Step C	80.8824	6470.59	14019.62	168235.39
		Step D	83.3089	6664.71	14440.21	173282.51
		Step E	85.8082	6864.66	14873.42	178481.06
		Step F	88.3825	7070.60	15319.63	183835.60
		Step G	91.0339	7282.71	15779.21	189350.51
		Step H	93.7649	7501.19	16252.58	195030.99
		Step I	96.5779	7726.23	16740.17	200882.03
		Step J	99.4752	7958.02	17242.37	206908.42



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1026B	Assistant Finance Director-B	Step A	66.5234	5321.87	11530.72	138368.67
		Step B	70.3740	5629.92	12198.16	146377.92
		Step C	72.4853	5798.82	12564.12	150769.42
		Step D	74.6599	5972.79	12941.05	155292.59
		Step E	76.8996	6151.97	13329.26	159951.17
		Step F	79.2066	6336.53	13729.14	164749.73
		Step G	81.5829	6526.63	14141.04	169692.43
		Step H	84.0303	6722.42	14565.25	174783.02
		Step I	86.5512	6924.10	15002.21	180026.50
		Step J	89.1478	7131.82	15452.29	185427.42



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0480B	Assistant Fire Chief-B	Step A	69.3681	5549.45	12023.80	144285.65
		Step B	73.3836	5870.69	12719.82	152637.89
		Step C	75.5851	6046.81	13101.42	157217.01
		Step D	77.8526	6228.21	13494.45	161933.41
		Step E	80.1882	6415.06	13899.29	166791.46
		Step F	82.5939	6607.51	14316.28	171795.31
		Step G	85.0716	6805.73	14745.74	176948.93
		Step H	87.6238	7009.90	15188.13	182257.50
		Step I	90.2525	7220.20	15643.77	187725.20
		Step J	92.9601	7436.81	16113.08	193357.01



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0484B	Assistant Human Resources Director-B	Step A	59.2210	4737.68	10264.97	123179.68
		Step B	62.6489	5011.91	10859.14	130309.71
		Step C	64.5284	5162.27	11184.92	134219.07
		Step D	66.4643	5317.14	11520.48	138245.74
		Step E	68.4582	5476.66	11866.09	142393.06
		Step F	70.5119	5640.95	12222.06	146664.75
		Step G	72.6273	5810.18	12588.73	151064.78
		Step H	74.8061	5984.49	12966.39	155596.69
		Step I	77.0503	6164.02	13355.39	160264.62
		Step J	79.3618	6348.94	13756.05	165072.54



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9558B	Assistant Information Technology Director-B	Step A	65.1445	5211.56	11291.71	135500.56
		Step B	68.9153	5513.22	11945.32	143343.82
		Step C	70.9828	5678.62	12303.69	147644.22
		Step D	73.1123	5848.98	12672.80	152073.58
		Step E	75.3057	6024.46	13052.99	156635.86
		Step F	77.5647	6205.18	13444.55	161334.58
		Step G	79.8917	6391.34	13847.89	166174.74
		Step H	82.2885	6583.08	14263.34	171160.08
		Step I	84.7571	6780.57	14691.23	176294.77
		Step J	87.2999	6983.99	15131.98	181583.79



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0510B	Assistant Police Chief-B	Step A	81.0476	6483.81	14048.25	168579.01
		Step B	85.7390	6859.12	14861.43	178337.12
		Step C	88.3111	7064.89	15307.26	183687.09
		Step D	90.9605	7276.84	15766.49	189197.84
		Step E	93.6892	7495.14	16239.46	194873.54
		Step F	96.4999	7719.99	16726.65	200719.79
		Step G	99.3949	7951.59	17228.45	206741.39
		Step H	102.3768	8190.14	17745.31	212943.74
		Step I	105.4480	8435.84	18277.65	219331.84
		Step J	108.6115	8688.92	18825.99	225911.92



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0086B	Assistant Transportation Planner-B	Step A	37.2032	2976.26	6448.55	77382.66
		Step B	39.3568	3148.54	6821.85	81862.14
		Step C	40.5375	3243.00	7026.50	84318.00
		Step D	41.7537	3340.30	7237.31	86847.70
		Step E	43.0062	3440.50	7454.41	89452.90
		Step F	44.2964	3543.71	7678.04	92136.51
		Step G	45.6253	3650.02	7908.39	94900.62
		Step H	46.9941	3759.53	8145.64	97747.73
		Step I	48.4039	3872.31	8390.01	100680.11
		Step J	49.8560	3988.48	8641.71	103700.48



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1067B	Associate Electric Analyst-B	Step A	39.6624	3172.99	6874.82	82497.79
		Step B	41.9584	3356.67	7272.79	87273.47
		Step C	43.2171	3457.37	7490.96	89891.57
		Step D	44.5137	3561.10	7715.71	92588.50
		Step E	45.8490	3667.92	7947.16	95365.92
		Step F	47.2245	3777.96	8185.58	98226.96
		Step G	48.6412	3891.30	8431.14	101173.70
		Step H	50.1005	4008.04	8684.09	104209.04
		Step I	51.6035	4128.28	8944.61	107335.28
		Step J	53.1516	4252.13	9212.94	110555.33



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0088B	Associate Transportation Planner-B	Step A	40.9245	3273.96	7093.58	85122.96
		Step B	43.2932	3463.46	7504.15	90049.86
		Step C	44.5920	3567.36	7729.28	92751.36
		Step D	45.9297	3674.38	7961.15	95533.78
		Step E	47.3076	3784.61	8199.98	98399.81
		Step F	48.7269	3898.15	8446.00	101351.95
		Step G	50.1886	4015.09	8699.36	104392.29
		Step H	51.6943	4135.54	8960.35	107524.14
		Step I	53.2452	4259.62	9229.17	110750.02
		Step J	54.8425	4387.40	9506.03	114072.40



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0910B	Budget Analyst I-B	Step A	39.0623	3124.98	6770.80	81249.58
		Step B	41.3233	3305.86	7162.71	85952.46
		Step C	42.5630	3405.04	7377.59	88531.04
		Step D	43.8399	3507.19	7598.92	91186.99
		Step E	45.1551	3612.41	7826.88	93922.61
		Step F	46.5098	3720.78	8061.70	96740.38
		Step G	47.9051	3832.41	8303.55	99642.61
		Step H	49.3423	3947.38	8552.67	102631.98
		Step I	50.8225	4065.80	8809.23	105710.80
		Step J	52.3472	4187.78	9073.51	108882.18



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0915B	Budget Analyst II-B	Step A	42.9694	3437.55	7448.03	89376.35
		Step B	45.4568	3636.54	7879.18	94550.14
		Step C	46.8204	3745.63	8115.54	97386.43
		Step D	48.2250	3858.00	8359.00	100308.00
		Step E	49.6718	3973.74	8609.78	103317.34
		Step F	51.1620	4092.96	8868.08	106416.96
		Step G	52.6968	4215.74	9134.11	109609.34
		Step H	54.2777	4342.22	9408.13	112897.62
		Step I	55.9060	4472.48	9690.37	116284.48
		Step J	57.5832	4606.66	9981.09	119773.06



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0930B	Budget Manager-B	Step A	57.8472	4627.78	10026.85	120322.18
		Step B	61.1956	4895.65	10607.24	127286.85
		Step C	63.0315	5042.52	10925.46	131105.52
		Step D	64.9224	5193.79	11253.22	135038.59
		Step E	66.8701	5349.61	11590.82	139089.81
		Step F	68.8762	5510.10	11938.54	143262.50
		Step G	70.9426	5675.41	12296.72	147560.61
		Step H	73.0708	5845.66	12665.61	151987.26
		Step I	75.2630	6021.04	13045.59	156547.04
		Step J	77.5208	6201.66	13436.94	161243.26



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1017B	Building Inspection Supervisor-B	Step A	46.3003	3704.02	8025.39	96304.62
		Step B	48.9804	3918.43	8489.94	101879.23
		Step C	50.4498	4035.98	8744.63	104935.58
		Step D	51.9632	4157.06	9006.95	108083.46
		Step E	53.5221	4281.77	9277.16	111325.97
		Step F	55.1278	4410.22	9555.49	114665.82
		Step G	56.7816	4542.53	9842.14	118105.73
		Step H	58.4851	4678.81	10137.42	121649.01
		Step I	60.2396	4819.17	10441.53	125298.37
		Step J	62.0468	4963.74	10754.78	129057.34



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1043B	Building Official-B	Step A	61.6607	4932.86	10687.85	128254.26
		Step B	65.2298	5218.38	11306.50	135677.98
		Step C	67.1867	5374.94	11645.69	139748.34
		Step D	69.2022	5536.18	11995.05	143940.58
		Step E	71.2783	5702.26	12354.91	148258.86
		Step F	73.4166	5873.33	12725.54	152706.53
		Step G	75.6191	6049.53	13107.31	157287.73
		Step H	77.8877	6231.02	13500.53	162006.42
		Step I	80.2244	6417.95	13905.56	166866.75
		Step J	82.6311	6610.49	14322.72	171872.69



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1180B	Chief Information Officer-B	Step A	81.4308	6514.46	14114.67	169376.06
		Step B	86.1443	6891.54	14931.68	179180.14
		Step C	88.7286	7098.29	15379.62	184555.49
		Step D	91.3905	7311.24	15841.02	190092.24
		Step E	94.1323	7530.58	16316.27	195795.18
		Step F	96.9562	7756.50	16805.74	201668.90
		Step G	99.8649	7989.19	17309.92	207718.99
		Step H	102.8609	8228.87	17829.22	213950.67
		Step I	105.9466	8475.73	18364.08	220368.93
		Step J	109.1251	8730.01	18915.02	226980.21



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code Grade Name

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1220B	City Clerk-B	Step A	64.2382	5139.06	11134.62	133615.46
		Step B	67.9565	5436.52	11779.13	141349.52
		Step C	69.9953	5599.62	12132.52	145590.22
		Step D	72.0952	5767.62	12496.50	149958.02
		Step E	74.2580	5940.64	12871.39	154456.64
		Step F	76.4857	6118.86	13257.52	159090.26
		Step G	78.7803	6302.42	13655.25	163863.02
		Step H	81.1437	6491.50	14064.91	168778.90
		Step I	83.5780	6686.24	14486.85	173842.24
		Step J	86.0854	6886.83	14921.47	179057.63



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1368B	Code Enforcement Supervisor-B	Step A	42.5923	3407.38	7382.67	88591.98
		Step B	45.0577	3604.62	7810.00	93720.02
		Step C	46.4095	3712.76	8044.31	96531.76
		Step D	47.8018	3824.14	8285.65	99427.74
		Step E	49.2358	3938.86	8534.21	102410.46
		Step F	50.7129	4057.03	8790.24	105482.83
		Step G	52.2343	4178.74	9053.95	108647.34
		Step H	53.8014	4304.11	9325.58	111906.91
		Step I	55.4153	4433.22	9605.32	115263.82
		Step J	57.0778	4566.22	9893.49	118721.82



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1027B	Construction Inspection Superintendent-B	Step A	47.3489	3787.91	8207.14	98485.71
		Step B	50.0898	4007.18	8682.23	104186.78
		Step C	51.5925	4127.40	8942.70	107312.40
		Step D	53.1403	4251.22	9210.99	110531.82
		Step E	54.7345	4378.76	9487.31	113847.76
		Step F	56.3765	4510.12	9771.93	117263.12
		Step G	58.0678	4645.42	10065.09	120781.02
		Step H	59.8099	4784.79	10367.05	124404.59
		Step I	61.6042	4928.34	10678.06	128136.74
		Step J	63.4523	5076.18	10998.40	131980.78



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1025B	Custodian Supervisor-B	Step A	24.9933	1999.46	4332.17	51986.06
		Step B	26.4400	2115.20	4582.93	54995.20
		Step C	27.2331	2178.65	4720.40	56644.85
		Step D	28.0502	2244.02	4862.03	58344.42
		Step E	28.8916	2311.33	5007.88	60094.53
		Step F	29.7584	2380.67	5158.12	61897.47
		Step G	30.6511	2452.09	5312.86	63754.29
		Step H	31.5706	2525.65	5472.24	65666.85
		Step I	32.5178	2601.42	5636.42	67637.02
		Step J	33.4933	2679.46	5805.51	69666.06



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9561B	Data Management System Administrator-B	Step A	54.6139	4369.11	9466.41	113596.91
		Step B	57.7752	4622.02	10014.37	120172.42
		Step C	59.5085	4760.68	10314.81	123777.68
		Step D	61.2938	4903.50	10624.26	127491.10
		Step E	63.1325	5050.60	10942.97	131315.60
		Step F	65.0265	5202.12	11271.26	135255.12
		Step G	66.9774	5358.19	11609.42	139312.99
		Step H	68.9866	5518.93	11957.68	143492.13
		Step I	71.0563	5684.50	12316.43	147797.10
		Step J	73.1880	5855.04	12685.92	152231.04



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1645B	Department Public Information Officer-B	Step A	48.5318	3882.54	8412.18	100946.14
		Step B	51.3411	4107.29	8899.12	106789.49
		Step C	52.8813	4230.50	9166.09	109993.10
		Step D	54.4678	4357.42	9441.09	113293.02
		Step E	56.1018	4488.14	9724.31	116691.74
		Step F	57.7849	4622.79	10016.05	120192.59
		Step G	59.5184	4761.47	10316.52	123798.27
		Step H	61.3040	4904.32	10626.03	127512.32
		Step I	63.1431	5051.45	10944.80	131337.65
		Step J	65.0374	5202.99	11273.15	135277.79



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1655B	Deputy City Attorney I-B	Step A	63.5988	5087.90	11023.79	132285.50
		Step B	67.2801	5382.41	11661.88	139942.61
		Step C	69.2984	5543.87	12011.72	144140.67
		Step D	71.3775	5710.20	12372.10	148465.20
		Step E	73.5187	5881.50	12743.24	152918.90
		Step F	75.7243	6057.94	13125.55	157506.54
		Step G	77.9961	6239.69	13519.32	162231.89
		Step H	80.3359	6426.87	13924.89	167098.67
		Step I	82.7460	6619.68	14342.64	172111.68
		Step J	85.2284	6818.27	14772.92	177275.07



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1658B	Deputy City Attorney II-B	Step A	69.9587	5596.70	12126.17	145514.10
		Step B	74.0081	5920.65	12828.07	153936.85
		Step C	76.2283	6098.26	13212.91	158554.86
		Step D	78.5152	6281.22	13609.30	163311.62
		Step E	80.8706	6469.65	14017.57	168210.85
		Step F	83.2968	6663.74	14438.11	173257.34
		Step G	85.7956	6863.65	14871.24	178454.85
		Step H	88.3696	7069.57	15317.40	183808.77
		Step I	91.0206	7281.65	15776.90	189322.85
		Step J	93.7513	7500.10	16250.23	195002.70



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1659B	Deputy City Manager-B	Step A	70.6621	5652.97	12248.10	146977.17
		Step B	74.7523	5980.18	12957.07	155484.78
		Step C	76.9949	6159.59	13345.78	160149.39
		Step D	79.3046	6344.37	13746.13	164953.57
		Step E	81.6838	6534.70	14158.53	169902.30
		Step F	84.1343	6730.74	14583.28	174999.34
		Step G	86.6584	6932.67	15020.79	180249.47
		Step H	89.2582	7140.66	15471.42	185657.06
		Step I	91.9359	7354.87	15935.56	191226.67
		Step J	94.6939	7575.51	16413.61	196963.31



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1280B	Development Services Administrator-B	Step A	47.5407	3803.26	8240.39	98884.66
		Step B	50.2926	4023.41	8717.38	104608.61
		Step C	51.8013	4144.10	8978.89	107746.70
		Step D	53.3553	4268.42	9248.25	110979.02
		Step E	54.9560	4396.48	9525.71	114308.48
		Step F	56.6047	4528.38	9811.48	117737.78
		Step G	58.3028	4664.22	10105.82	121269.82
		Step H	60.0519	4804.15	10409.00	124907.95
		Step I	61.8534	4948.27	10721.26	128655.07
		Step J	63.7090	5096.72	11042.89	132514.72



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management						
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1676B	Development Services Director-B	Step A	77.7295	6218.36	13473.11	161677.36
		Step B	82.2287	6578.30	14252.97	171035.70
		Step C	84.6956	6775.65	14680.57	176166.85
		Step D	87.2365	6978.92	15120.99	181451.92
		Step E	89.8536	7188.29	15574.62	186895.49
		Step F	92.5492	7403.94	16041.86	192502.34
		Step G	95.3256	7626.05	16523.10	198277.25
		Step H	98.1854	7854.83	17018.80	204225.63
		Step I	101.1310	8090.48	17529.37	210352.48
		Step J	104.1649	8333.19	18055.25	216662.99



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1695B	Development Services Manager-B	Step A	56.5718	4525.74	9805.78	117669.34
		Step B	59.8465	4787.72	10373.39	124480.72
		Step C	61.6419	4931.35	10684.60	128215.15
		Step D	63.4911	5079.29	11005.12	132061.49
		Step E	65.3959	5231.67	11335.29	136023.47
		Step F	67.3577	5388.62	11675.33	140104.02
		Step G	69.3785	5550.28	12025.61	144307.28
		Step H	71.4599	5716.79	12386.38	148636.59
		Step I	73.6036	5888.29	12757.96	153095.49
		Step J	75.8118	6064.94	13140.71	157688.54



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2415B	EMS Quality Assurance Coordinator-B	Step A	50.7137	4057.10	8790.37	105484.50
		Step B	53.6493	4291.94	9299.21	111590.54
		Step C	55.2588	4420.70	9578.19	114938.30
		Step D	56.9165	4553.32	9865.53	118386.32
		Step E	58.6240	4689.92	10161.49	121937.92
		Step F	60.3827	4830.62	10466.33	125596.02
		Step G	62.1943	4975.54	10780.35	129364.14
		Step H	64.0601	5124.81	11103.75	133245.01
		Step I	65.9819	5278.55	11436.86	137242.35
		Step J	67.9613	5436.90	11779.96	141359.50



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
6520B	ERP Program Manager-B	Step A	51.3060	4104.48	8893.04	106716.48
		Step B	54.2756	4342.05	9407.77	112893.25
		Step C	55.9039	4472.31	9690.01	116280.11
		Step D	57.5809	4606.47	9980.69	119768.27
		Step E	59.3084	4744.67	10280.12	123361.47
		Step F	61.0877	4887.02	10588.53	127062.42
		Step G	62.9203	5033.62	10906.19	130874.22
		Step H	64.8079	5184.63	11233.37	134800.43
		Step I	66.7521	5340.17	11570.36	138844.37
		Step J	68.7547	5500.38	11917.48	143009.78



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1674B	Economic Development Analyst I-B	Step A	37.2039	2976.31	6448.68	77384.11
		Step B	39.3574	3148.59	6821.95	81863.39
		Step C	40.5382	3243.06	7026.62	84319.46
		Step D	41.7543	3340.34	7237.41	86848.94
		Step E	43.0069	3440.55	7454.53	89454.35
		Step F	44.2971	3543.77	7678.16	92137.97
		Step G	45.6261	3650.09	7908.52	94902.29
		Step H	46.9948	3759.58	8145.77	97749.18
		Step I	48.4047	3872.38	8390.15	100681.78
		Step J	49.8568	3988.54	8641.85	103702.14



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1675B	Economic Development Analyst II-B	Step A	40.9245	3273.96	7093.58	85122.96
		Step B	43.2932	3463.46	7504.15	90049.86
		Step C	44.5920	3567.36	7729.28	92751.36
		Step D	45.9297	3674.38	7961.15	95533.78
		Step E	47.3076	3784.61	8199.98	98399.81
		Step F	48.7269	3898.15	8446.00	101351.95
		Step G	50.1886	4015.09	8699.36	104392.29
		Step H	51.6943	4135.54	8960.35	107524.14
		Step I	53.2452	4259.62	9229.17	110750.02
		Step J	54.8425	4387.40	9506.03	114072.40



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1710B	Economic Development Director-B	Step A	74.0306	5922.45	12831.97	153983.65
		Step B	78.3160	6265.28	13574.77	162897.28
		Step C	80.6655	6453.24	13982.02	167784.24
		Step D	83.0855	6646.84	14401.49	172817.84
		Step E	85.5780	6846.24	14833.52	178002.24
		Step F	88.1454	7051.63	15278.54	183342.43
		Step G	90.7897	7263.18	15736.88	188842.58
		Step H	93.5134	7481.07	16208.99	194507.87
		Step I	96.3188	7705.50	16695.26	200343.10
		Step J	99.2084	7936.67	17196.12	206353.47



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1001B	Economic Development Project Manager-B	Step A	51.3427	4107.42	8899.40	106792.82
		Step B	54.3146	4345.17	9414.53	112974.37
		Step C	55.9440	4475.52	9696.96	116363.52
		Step D	57.6224	4609.79	9987.88	119854.59
		Step E	59.3510	4748.08	10287.51	123450.08
		Step F	61.1315	4890.52	10596.13	127153.52
		Step G	62.9655	5037.24	10914.02	130968.24
		Step H	64.8544	5188.35	11241.43	134897.15
		Step I	66.8001	5344.01	11578.68	138944.21
		Step J	68.8041	5504.33	11926.04	143112.53



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1310B	Electric Business Analyst I-B	Step A	47.5953	3807.62	8249.85	98998.22
		Step B	50.3503	4028.02	8727.39	104728.62
		Step C	51.8608	4148.86	8989.21	107870.46
		Step D	53.4167	4273.34	9258.89	111106.74
		Step E	55.0192	4401.54	9536.66	114439.94
		Step F	56.6698	4533.58	9822.77	117873.18
		Step G	58.3698	4669.58	10117.43	121409.18
		Step H	60.1209	4809.67	10420.96	125051.47
		Step I	61.9245	4953.96	10733.58	128802.96
		Step J	63.7823	5102.58	11055.60	132667.18



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1312B	Electric Business Analyst II-B	Step A	52.3545	4188.36	9074.78	108897.36
		Step B	55.3849	4430.79	9600.05	115200.59
		Step C	57.0465	4563.72	9888.06	118656.72
		Step D	58.7579	4700.63	10184.70	122216.43
		Step E	60.5206	4841.65	10490.24	125882.85
		Step F	62.3363	4986.90	10804.96	129659.50
		Step G	64.2063	5136.50	11129.09	133549.10
		Step H	66.1325	5290.60	11462.97	137555.60
		Step I	68.1165	5449.32	11806.86	141682.32
		Step J	70.1600	5612.80	12161.07	145932.80



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1066B	Electric Compliance Analyst I-B	Step A	47.5950	3807.60	8249.80	98997.60
		Step B	50.3500	4028.00	8727.33	104728.00
		Step C	51.8605	4148.84	8989.15	107869.84
		Step D	53.4163	4273.30	9258.83	111105.90
		Step E	55.0188	4401.50	9536.59	114439.10
		Step F	56.6694	4533.55	9822.70	117872.35
		Step G	58.3694	4669.55	10117.36	121408.35
		Step H	60.1206	4809.65	10420.90	125050.85
		Step I	61.9242	4953.94	10733.53	128802.34
		Step J	63.7819	5102.55	11055.53	132666.35



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2335B	Electric Compliance Analyst II-B	Step A	52.3553	4188.42	9074.92	108899.02
		Step B	55.3859	4430.87	9600.22	115202.67
		Step C	57.0474	4563.79	9888.22	118658.59
		Step D	58.7589	4700.71	10184.88	122218.51
		Step E	60.5216	4841.73	10490.41	125884.93
		Step F	62.3373	4986.98	10805.13	129661.58
		Step G	64.2074	5136.59	11129.28	133551.39
		Step H	66.1336	5290.69	11463.16	137557.89
		Step I	68.1176	5449.41	11807.05	141684.61
		Step J	70.1612	5612.90	12161.27	145935.30



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
6285B	Electric Customer Programs Supervisor-B	Step A	66.2291	5298.33	11479.71	137756.53
		Step B	70.0627	5605.02	12144.20	145730.42
		Step C	72.1647	5773.18	12508.55	150102.58
		Step D	74.3296	5946.37	12883.80	154605.57
		Step E	76.5595	6124.76	13270.31	159243.76
		Step F	78.8563	6308.50	13668.43	164021.10
		Step G	81.2220	6497.76	14078.48	168941.76
		Step H	83.6586	6692.69	14500.82	174009.89
		Step I	86.1683	6893.46	14935.84	179230.06
		Step J	88.7534	7100.27	15383.92	184607.07



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2284B	Electric Engineering Technician Supervisor-B	Step A	58.8774	4710.19	10205.42	122464.99
		Step B	62.2853	4982.82	10796.12	129553.42
		Step C	64.1539	5132.31	11120.01	133440.11
		Step D	66.0785	5286.28	11453.61	137443.28
		Step E	68.0609	5444.87	11797.22	141566.67
		Step F	70.1026	5608.21	12151.12	145813.41
		Step G	72.2058	5776.46	12515.67	150188.06
		Step H	74.3720	5949.76	12891.15	154693.76
		Step I	76.6031	6128.25	13277.87	159334.45
		Step J	78.9012	6312.10	13676.21	164114.50



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2338B	Electric Operations Manager-B	Step A	88.8925	7111.40	15408.03	184896.40
		Step B	94.0380	7523.04	16299.92	195599.04
		Step C	96.8591	7748.73	16788.91	201466.93
		Step D	99.7649	7981.19	17292.58	207510.99
		Step E	102.7578	8220.62	17811.35	213736.22
		Step F	105.8405	8467.24	18345.69	220148.24
		Step G	109.0157	8721.26	18896.05	226752.66
		Step H	112.2862	8982.90	19462.94	233555.30
		Step I	115.6548	9252.38	20046.83	240561.98
		Step J	119.1244	9529.95	20648.23	247778.75



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2339B	Electric Operations Supervisor-B	Step A	80.8150	6465.20	14007.93	168095.20
		Step B	85.4929	6839.43	14818.77	177825.23
		Step C	88.0576	7044.61	15263.32	183159.81
		Step D	90.6994	7255.95	15721.23	188654.75
		Step E	93.4204	7473.63	16192.87	194314.43
		Step F	96.2230	7697.84	16678.65	200143.84
		Step G	99.1097	7928.78	17179.01	206148.18
		Step H	102.0830	8166.64	17694.39	212332.64
		Step I	105.1455	8411.64	18225.22	218702.64
		Step J	108.2998	8663.98	18771.97	225263.58



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2314B	Electric Resources Planner I-B	Step A	54.9699	4397.59	9528.12	114337.39
		Step B	58.1518	4652.14	10079.65	120955.74
		Step C	59.8964	4791.71	10382.04	124584.51
		Step D	61.6932	4935.46	10693.49	128321.86
		Step E	63.5441	5083.53	11014.31	132171.73
		Step F	65.4504	5236.03	11344.74	136136.83
		Step G	67.4139	5393.11	11685.08	140220.91
		Step H	69.4364	5554.91	12035.64	144427.71
		Step I	71.5194	5721.55	12396.70	148760.35
		Step J	73.6650	5893.20	12768.60	153223.20



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2316B	Electric Resources Planner II-B	Step A	60.4668	4837.34	10480.91	125770.94
		Step B	63.9670	5117.36	11087.61	133051.36
		Step C	65.8860	5270.88	11420.24	137042.88
		Step D	67.8626	5429.01	11762.85	141154.21
		Step E	69.8985	5591.88	12115.74	145388.88
		Step F	71.9954	5759.63	12479.20	149750.43
		Step G	74.1553	5932.42	12853.59	154243.02
		Step H	76.3800	6110.40	13239.20	158870.40
		Step I	78.6713	6293.70	13636.36	163636.30
		Step J	81.0315	6482.52	14045.46	168545.52



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2216B	Electric Risk and Compliance Supervisor-B	Step A	66.2254	5298.03	11479.07	137748.83
		Step B	70.0588	5604.70	12143.53	145722.30
		Step C	72.1605	5772.84	12507.82	150093.84
		Step D	74.3253	5946.02	12883.05	154596.62
		Step E	76.5551	6124.41	13269.55	159234.61
		Step F	78.8518	6308.14	13667.65	164011.74
		Step G	81.2173	6497.38	14077.67	168931.98
		Step H	83.6538	6692.30	14499.99	173999.90
		Step I	86.1634	6893.07	14934.99	179219.87
		Step J	88.7483	7099.86	15383.04	184596.46



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2352B	Electric Safety Coordinator-B	Step A	40.9244	3273.95	7093.56	85122.75
		Step B	43.2932	3463.46	7504.15	90049.86
		Step C	44.5920	3567.36	7729.28	92751.36
		Step D	45.9297	3674.38	7961.15	95533.78
		Step E	47.3076	3784.61	8199.98	98399.81
		Step F	48.7269	3898.15	8446.00	101351.95
		Step G	50.1886	4015.09	8699.36	104392.29
		Step H	51.6943	4135.54	8960.35	107524.14
		Step I	53.2452	4259.62	9229.17	110750.02
		Step J	54.8425	4387.40	9506.03	114072.40



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2319B	Electric Substation Supervisor-B	Step A	80.8150	6465.20	14007.93	168095.20
		Step B	85.4929	6839.43	14818.77	177825.23
		Step C	88.0576	7044.61	15263.32	183159.81
		Step D	90.6994	7255.95	15721.23	188654.75
		Step E	93.4204	7473.63	16192.87	194314.43
		Step F	96.2230	7697.84	16678.65	200143.84
		Step G	99.1097	7928.78	17179.01	206148.18
		Step H	102.0830	8166.64	17694.39	212332.64
		Step I	105.1455	8411.64	18225.22	218702.64
		Step J	108.2998	8663.98	18771.97	225263.58



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9560B	Electric Technology Systems Administrator-B	Step A	66.2292	5298.34	11479.73	137756.74
		Step B	70.0627	5605.02	12144.20	145730.42
		Step C	72.1647	5773.18	12508.55	150102.58
		Step D	74.3296	5946.37	12883.80	154605.57
		Step E	76.5595	6124.76	13270.31	159243.76
		Step F	78.8563	6308.50	13668.43	164021.10
		Step G	81.2220	6497.76	14078.48	168941.76
		Step H	83.6586	6692.69	14500.82	174009.89
		Step I	86.1683	6893.46	14935.84	179230.06
		Step J	88.7534	7100.27	15383.92	184607.07



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2320B	Electric Utility Director-B	Step A	127.7846	10222.77	22149.33	265791.97
		Step B	135.1814	10814.51	23431.44	281177.31
		Step C	139.2369	11138.95	24134.40	289612.75
		Step D	143.4140	11473.12	24858.43	298301.12
		Step E	147.7163	11817.30	25604.16	307249.90
		Step F	152.1479	12171.83	26372.30	316467.63
		Step G	156.7122	12536.98	27163.45	325961.38
		Step H	161.4136	12913.09	27978.36	335740.29
		Step I	166.2560	13300.48	28817.71	345812.48
		Step J	171.2437	13699.50	29682.24	356186.90



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2215B	Electric Utility Financial Administrator-B	Step A	66.2287	5298.30	11479.64	137755.70
		Step B	70.0623	5604.98	12144.13	145729.58
		Step C	72.1643	5773.14	12508.48	150101.74
		Step D	74.3291	5946.33	12883.71	154604.53
		Step E	76.5591	6124.73	13270.24	159242.93
		Step F	78.8558	6308.46	13668.34	164020.06
		Step G	81.2215	6497.72	14078.39	168940.72
		Step H	83.6581	6692.65	14500.74	174008.85
		Step I	86.1678	6893.42	14935.75	179229.02
		Step J	88.7529	7100.23	15383.84	184606.03



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2378B	Electronic Maintenance Coordinator-B	Step A	43.4760	3478.08	7535.84	90430.08
		Step B	45.9916	3679.33	7971.88	95662.53
		Step C	47.3714	3789.71	8211.04	98532.51
		Step D	48.7925	3903.40	8457.37	101488.40
		Step E	50.2562	4020.50	8711.07	104532.90
		Step F	51.7639	4141.11	8972.41	107668.91
		Step G	53.3169	4265.35	9241.60	110899.15
		Step H	54.9164	4393.31	9518.84	114226.11
		Step I	56.5639	4525.11	9804.41	117652.91
		Step J	58.2618	4660.94	10098.71	121184.54



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2500B	Energy Services Account Representative I-B	Step A	46.8489	3747.91	8120.48	97445.71
		Step B	49.5607	3964.86	8590.52	103086.26
		Step C	51.0475	4083.80	8848.23	106178.80
		Step D	52.5789	4206.31	9113.68	109364.11
		Step E	54.1563	4332.50	9387.09	112645.10
		Step F	55.7810	4462.48	9668.71	116024.48
		Step G	57.4544	4596.35	9958.76	119505.15
		Step H	59.1781	4734.25	10257.54	123090.45
		Step I	60.9534	4876.27	10565.26	126783.07
		Step J	62.7820	5022.56	10882.21	130586.56



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2501B	Energy Services Account Representative II-B	Step A	51.5339	4122.71	8932.54	107190.51
		Step B	54.5169	4361.35	9449.60	113395.15
		Step C	56.1524	4492.19	9733.08	116796.99
		Step D	57.8370	4626.96	10025.08	120300.96
		Step E	59.5721	4765.77	10325.83	123909.97
		Step F	61.3593	4908.74	10635.61	127627.34
		Step G	63.2000	5056.00	10954.67	131456.00
		Step H	65.0961	5207.69	11283.32	135399.89
		Step I	67.0489	5363.91	11621.81	139461.71
		Step J	69.0604	5524.83	11970.47	143645.63



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1277B	Engineering Manager-B	Step A	64.5449	5163.59	11187.78	134253.39
		Step B	68.2806	5462.45	11835.30	142023.65
		Step C	70.3291	5626.33	12190.38	146284.53
		Step D	72.4390	5795.12	12556.09	150673.12
		Step E	74.6122	5968.98	12932.78	155193.38
		Step F	76.8506	6148.05	13320.77	159849.25
		Step G	79.1560	6332.48	13720.37	164644.48
		Step H	81.5308	6522.46	14132.01	169584.06
		Step I	83.9766	6718.13	14555.94	174671.33
		Step J	86.4959	6919.67	14992.62	179911.47



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2540B	Environmental Coordinator-B	Step A	47.0632	3765.06	8157.62	97891.46
		Step B	49.7874	3982.99	8629.82	103557.79
		Step C	51.2811	4102.49	8888.72	106664.69
		Step D	52.8195	4225.56	9155.38	109864.56
		Step E	54.4041	4352.33	9430.04	113160.53
		Step F	56.0362	4482.90	9712.94	116555.30
		Step G	57.7172	4617.38	10004.31	120051.78
		Step H	59.4488	4755.90	10304.46	123653.50
		Step I	61.2322	4898.58	10613.58	127362.98
		Step J	63.0692	5045.54	10931.99	131183.94



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2548B	Environmental Utilities Business Administrator-B	Step A	54.3542	4348.34	9421.39	113056.74
		Step B	57.5005	4600.04	9966.75	119601.04
		Step C	59.2255	4738.04	10265.75	123189.04
		Step D	61.0023	4880.18	10573.73	126884.78
		Step E	62.8324	5026.59	10890.95	130691.39
		Step F	64.7173	5177.38	11217.67	134611.98
		Step G	66.6588	5332.70	11554.19	138650.30
		Step H	68.6587	5492.70	11900.84	142810.10
		Step I	70.7184	5657.47	12257.86	147094.27
		Step J	72.8399	5827.19	12625.58	151506.99



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2546B	Environmental Utilities Business Analyst I-B	Step A	39.0623	3124.98	6770.80	81249.58
		Step B	41.3233	3305.86	7162.71	85952.46
		Step C	42.5630	3405.04	7377.59	88531.04
		Step D	43.8399	3507.19	7598.92	91186.99
		Step E	45.1551	3612.41	7826.88	93922.61
		Step F	46.5098	3720.78	8061.70	96740.38
		Step G	47.9051	3832.41	8303.55	99642.61
		Step H	49.3423	3947.38	8552.67	102631.98
		Step I	50.8225	4065.80	8809.23	105710.80
		Step J	52.3472	4187.78	9073.51	108882.18



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2547B	Environmental Utilities Business Analyst II-B	Step A	42.9694	3437.55	7448.03	89376.35
		Step B	45.4568	3636.54	7879.18	94550.14
		Step C	46.8204	3745.63	8115.54	97386.43
		Step D	48.2250	3858.00	8359.00	100308.00
		Step E	49.6718	3973.74	8609.78	103317.34
		Step F	51.1620	4092.96	8868.08	106416.96
		Step G	52.6968	4215.74	9134.11	109609.34
		Step H	54.2777	4342.22	9408.13	112897.62
		Step I	55.9060	4472.48	9690.37	116284.48
		Step J	57.5832	4606.66	9981.09	119773.06



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1684B	Environmental Utilities Director-B	Step A	92.7804	7422.43	16081.94	192983.23
		Step B	98.1508	7852.06	17012.81	204153.66
		Step C	101.0954	8087.63	17523.20	210278.43
		Step D	104.1282	8330.26	18048.89	216586.66
		Step E	107.2520	8580.16	18590.35	223084.16
		Step F	110.4696	8837.57	19148.06	229776.77
		Step G	113.7837	9102.70	19722.51	236670.10
		Step H	117.1972	9375.78	20314.18	243770.18
		Step I	120.7132	9657.06	20923.62	251083.46
		Step J	124.3345	9946.76	21551.31	258615.76



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1024B	Environmental Utilities Maintenance Superintendent-B	Step A	54.9951	4399.61	9532.48	114389.81
		Step B	58.1790	4654.32	10084.36	121012.32
		Step C	59.9244	4793.95	10386.90	124642.75
		Step D	61.7221	4937.77	10698.50	128381.97
		Step E	63.5738	5085.90	11019.46	132233.50
		Step F	65.4810	5238.48	11350.04	136200.48
		Step G	67.4455	5395.64	11690.55	140286.64
		Step H	69.4688	5557.50	12041.26	144495.10
		Step I	71.5529	5724.23	12402.50	148830.03
		Step J	73.6995	5895.96	12774.58	153294.96



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2541B	Environmental Utility Compliance Administrator-B	Step A	48.2377	3859.02	8361.20	100334.42
		Step B	51.0296	4082.37	8845.13	106141.57
		Step C	52.5605	4204.84	9110.49	109325.84
		Step D	54.1374	4330.99	9383.82	112605.79
		Step E	55.7615	4460.92	9665.33	115983.92
		Step F	57.4343	4594.74	9955.28	119463.34
		Step G	59.1573	4732.58	10253.93	123047.18
		Step H	60.9321	4874.57	10561.56	126738.77
		Step I	62.7600	5020.80	10878.40	130540.80
		Step J	64.6428	5171.42	11204.75	134457.02



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3395B	Facilities Manager-B	Step A	52.8428	4227.42	9159.42	109913.02
		Step B	55.9016	4472.13	9689.61	116275.33
		Step C	57.5787	4606.30	9980.31	119763.70
		Step D	59.3060	4744.48	10279.71	123356.48
		Step E	61.0852	4886.82	10588.10	127057.22
		Step F	62.9178	5033.42	10905.75	130869.02
		Step G	64.8053	5184.42	11232.92	134795.02
		Step H	66.7495	5339.96	11569.91	138838.96
		Step I	68.7519	5500.15	11917.00	143003.95
		Step J	70.8145	5665.16	12274.51	147294.16



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4321B	Facilities Supervisor-B	Step A	39.4813	3158.50	6843.43	82121.10
		Step B	41.7666	3341.33	7239.54	86874.53
		Step C	43.0196	3441.57	7456.73	89480.77
		Step D	44.3102	3544.82	7680.43	92165.22
		Step E	45.6395	3651.16	7910.85	94930.16
		Step F	47.0088	3760.70	8148.19	97778.30
		Step G	48.4189	3873.51	8392.61	100711.31
		Step H	49.8715	3989.72	8644.39	103732.72
		Step I	51.3676	4109.41	8903.72	106844.61
		Step J	52.9087	4232.70	9170.84	110050.10



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2900B	Finance Manager-B	Step A	57.8472	4627.78	10026.85	120322.18
		Step B	61.1956	4895.65	10607.24	127286.85
		Step C	63.0315	5042.52	10925.46	131105.52
		Step D	64.9224	5193.79	11253.22	135038.59
		Step E	66.8701	5349.61	11590.82	139089.81
		Step F	68.8762	5510.10	11938.54	143262.50
		Step G	70.9426	5675.41	12296.72	147560.61
		Step H	73.0708	5845.66	12665.61	151987.26
		Step I	75.2630	6021.04	13045.59	156547.04
		Step J	77.5208	6201.66	13436.94	161243.26



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0905ZB	Fire Battalion Chief 8Hr-ZB	Step A	57.3325	4586.60	9937.63	119251.60
		Step B	60.6472	4851.78	10512.18	126146.18
		Step C	62.4666	4997.33	10827.54	129930.53
		Step D	64.3406	5147.25	11152.37	133828.45
		Step E	66.2708	5301.66	11486.94	137843.26
		Step F	68.2589	5460.71	11831.54	141978.51
		Step G	70.3067	5624.54	12186.49	146237.94
		Step H	72.4159	5793.27	12552.09	150625.07
		Step I	74.5883	5967.06	12928.64	155143.66
		Step J	76.8308	6146.46	13317.34	159808.06



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0905B	Fire Battalion Chief-B	Step A	40.9517	4586.59	9937.61	119251.35
		Step B	43.3194	4851.77	10512.17	126146.09
		Step C	44.6191	4997.34	10827.57	129930.82
		Step D	45.9576	5147.25	11152.38	133828.53
		Step E	47.3364	5301.68	11486.97	137843.60
		Step F	48.7565	5460.73	11831.58	141978.93
		Step G	50.2191	5624.54	12186.50	146238.02
		Step H	51.7257	5793.28	12552.10	150625.24
		Step I	53.2774	5967.07	12928.65	155143.79
		Step J	54.8793	6146.48	13317.38	159808.52



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code Grade Name

3330B	Fire Chief-B	Step Name	Hourly	Bi-Weekly	Monthly	Annual
		Step A	84.6369	6770.95	14670.40	176044.75
		Step B	89.5358	7162.86	15519.54	186234.46
		Step C	92.2220	7377.76	15985.15	191821.76
		Step D	94.9886	7599.09	16464.69	197576.29
		Step E	97.8383	7827.06	16958.64	203503.66
		Step F	100.7734	8061.87	17467.39	209608.67
		Step G	103.7966	8303.73	17991.41	215896.93
		Step H	106.9105	8552.84	18531.15	222373.84
		Step I	110.1178	8809.42	19087.09	229045.02
		Step J	113.4214	9073.71	19659.71	235916.51



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3332B	Fire Division Chief-B	Step A	63.0620	5044.96	10930.75	131168.96
		Step B	66.7122	5336.98	11563.45	138761.38
		Step C	68.7136	5497.09	11910.36	142924.29
		Step D	70.7750	5662.00	12267.67	147212.00
		Step E	72.8982	5831.86	12635.69	151628.26
		Step F	75.0852	6006.82	13014.77	156177.22
		Step G	77.3378	6187.02	13405.22	160862.62
		Step H	79.6579	6372.63	13807.37	165688.43
		Step I	82.0476	6563.81	14221.58	170659.01
		Step J	84.5091	6760.73	14648.24	175778.93



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3332ZB	Fire Divison Chief 24Hr-ZB	Step A	45.0443	5044.96	10930.75	131169.00
		Step B	47.6515	5336.97	11563.43	138761.17
		Step C	49.0810	5497.07	11910.32	142923.87
		Step D	50.5535	5661.99	12267.65	147211.79
		Step E	52.0701	5831.85	12635.68	151628.13
		Step F	53.6322	6006.81	13014.75	156176.97
		Step G	55.2411	6187.00	13405.17	160862.08
		Step H	56.8983	6372.61	13807.32	165687.85
		Step I	58.6053	6563.79	14221.55	170658.63
		Step J	60.3635	6760.71	14648.21	175778.51



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name
3392B	Fleet Manager-B

Step Name	Hourly	Bi-Weekly	Monthly	Annual
Step A	48.7262	3898.10	8445.87	101350.50
Step B	51.5466	4123.73	8934.74	107216.93
Step C	53.0930	4247.44	9202.79	110433.44
Step D	54.6858	4374.86	9478.87	113746.46
Step E	56.3264	4506.11	9763.24	117158.91
Step F	58.0162	4641.30	10056.14	120673.70
Step G	59.7566	4780.53	10357.81	124293.73
Step H	61.5493	4923.94	10668.55	128022.54
Step I	63.3958	5071.66	10988.61	131863.26
Step J	65.2977	5223.82	11318.27	135819.22



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2565B	Fleet Services Supervisor-B	Step A	39.1872	3134.98	6792.45	81509.38
		Step B	41.4555	3316.44	7185.62	86227.44
		Step C	42.6992	3415.94	7401.19	88814.34
		Step D	43.9802	3518.42	7623.23	91478.82
		Step E	45.2995	3623.96	7851.91	94222.96
		Step F	46.6585	3732.68	8087.47	97049.68
		Step G	48.0583	3844.66	8330.11	99961.26
		Step H	49.5000	3960.00	8580.00	102960.00
		Step I	50.9850	4078.80	8837.40	106048.80
		Step J	52.5146	4201.17	9102.53	109230.37



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3451B	Government Relations Administrator-B	Step A	56.4732	4517.86	9788.69	117464.26
		Step B	59.7420	4779.36	10355.28	124263.36
		Step C	61.5342	4922.74	10665.93	127991.14
		Step D	63.3803	5070.42	10985.92	131831.02
		Step E	65.2817	5222.54	11315.49	135785.94
		Step F	67.2402	5379.22	11654.97	139859.62
		Step G	69.2573	5540.58	12004.60	144055.18
		Step H	71.3351	5706.81	12364.75	148377.01
		Step I	73.4751	5878.01	12735.68	152828.21
		Step J	75.6794	6054.35	13117.76	157413.15



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1647B	Government Relations Representative I-B	Step A	37.2039	2976.31	6448.68	77384.11
		Step B	39.3574	3148.59	6821.95	81863.39
		Step C	40.5382	3243.06	7026.62	84319.46
		Step D	41.7543	3340.34	7237.41	86848.94
		Step E	43.0069	3440.55	7454.53	89454.35
		Step F	44.2971	3543.77	7678.16	92137.97
		Step G	45.6261	3650.09	7908.52	94902.29
		Step H	46.9948	3759.58	8145.77	97749.18
		Step I	48.4047	3872.38	8390.15	100681.78
		Step J	49.8568	3988.54	8641.85	103702.14



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1648B	Government Relations Representative II-B	Step A	40.9245	3273.96	7093.58	85122.96
		Step B	43.2932	3463.46	7504.15	90049.86
		Step C	44.5920	3567.36	7729.28	92751.36
		Step D	45.9297	3674.38	7961.15	95533.78
		Step E	47.3076	3784.61	8199.98	98399.81
		Step F	48.7269	3898.15	8446.00	101351.95
		Step G	50.1886	4015.09	8699.36	104392.29
		Step H	51.6943	4135.54	8960.35	107524.14
		Step I	53.2452	4259.62	9229.17	110750.02
		Step J	54.8425	4387.40	9506.03	114072.40



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3589B	Housing Manager-B	Step A	51.3387	4107.10	8898.71	106784.50
		Step B	54.3125	4345.00	9414.17	112970.00
		Step C	55.9418	4475.34	9696.58	116358.94
		Step D	57.6201	4609.61	9987.48	119849.81
		Step E	59.3487	4747.90	10287.11	123445.30
		Step F	61.1291	4890.33	10595.71	127148.53
		Step G	62.9630	5037.04	10913.59	130963.04
		Step H	64.8518	5188.14	11240.98	134891.74
		Step I	66.7975	5343.80	11578.23	138938.80
		Step J	68.8013	5504.10	11925.56	143106.70



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name
3590B	Housing Supervisor-B

Step Name	Hourly	Bi-Weekly	Monthly	Annual
Step A	42.7824	3422.59	7415.62	88987.39
Step B	45.2587	3620.70	7844.84	94138.10
Step C	46.6165	3729.32	8080.19	96962.32
Step D	48.0150	3841.20	8322.60	99871.20
Step E	49.4554	3956.43	8572.27	102867.23
Step F	50.9391	4075.13	8829.44	105953.33
Step G	52.4673	4197.38	9094.33	109131.98
Step H	54.0413	4323.30	9367.16	112405.90
Step I	55.6625	4453.00	9648.17	115778.00
Step J	57.3324	4586.59	9937.62	119251.39



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3594B	Human Resources Analyst I-B	Step A	37.5613	3004.90	6510.63	78127.50
		Step B	39.7356	3178.85	6887.50	82650.05
		Step C	40.9275	3274.20	7094.10	85129.20
		Step D	42.1554	3372.43	7306.94	87683.23
		Step E	43.4201	3473.61	7526.15	90313.81
		Step F	44.7227	3577.82	7751.93	93023.22
		Step G	46.0644	3685.15	7984.50	95813.95
		Step H	47.4463	3795.70	8224.03	98688.30
		Step I	48.8697	3909.58	8470.75	101648.98
		Step J	50.3357	4026.86	8724.85	104698.26



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3596B	Human Resources Analyst II-B	Step A	41.3174	3305.39	7161.68	85940.19
		Step B	43.7090	3496.72	7576.23	90914.72
		Step C	45.0202	3601.62	7803.50	93642.02
		Step D	46.3709	3709.67	8037.62	96451.47
		Step E	47.7621	3820.97	8278.76	99345.17
		Step F	49.1948	3935.58	8527.10	102325.18
		Step G	50.6707	4053.66	8782.92	105395.06
		Step H	52.1909	4175.27	9046.42	108557.07
		Step I	53.7566	4300.53	9317.81	111813.73
		Step J	55.3693	4429.54	9597.35	115168.14



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3598B	Human Resources Director-B	Step A	74.0282	5922.26	12831.55	153978.66
		Step B	78.3133	6265.06	13574.31	162891.66
		Step C	80.6627	6453.02	13981.53	167778.42
		Step D	83.0825	6646.60	14400.97	172811.60
		Step E	85.5750	6846.00	14833.00	177996.00
		Step F	88.1423	7051.38	15278.00	183335.98
		Step G	90.7865	7262.92	15736.33	188835.92
		Step H	93.5101	7480.81	16208.42	194501.01
		Step I	96.3154	7705.23	16694.67	200336.03
		Step J	99.2049	7936.39	17195.52	206346.19



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3599B	Human Resources Manager-B	Step A	52.2708	4181.66	9060.27	108723.26
		Step B	55.2968	4423.74	9584.78	115017.34
		Step C	56.9557	4556.46	9872.32	118467.86
		Step D	58.6643	4693.14	10168.48	122021.74
		Step E	60.4243	4833.94	10473.55	125682.54
		Step F	62.2370	4978.96	10787.75	129452.96
		Step G	64.1041	5128.33	11111.38	133336.53
		Step H	66.0272	5282.18	11444.71	137336.58
		Step I	68.0080	5440.64	11788.05	141456.64
		Step J	70.0483	5603.86	12141.71	145700.46



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name
1002B	Hydrogeologist-B

Step Name	Hourly	Bi-Weekly	Monthly	Annual
Step A	57.3714	4589.71	9944.38	119332.51
Step B	60.6922	4855.38	10519.98	126239.78
Step C	62.5129	5001.03	10835.57	130026.83
Step D	64.3884	5151.07	11160.66	133927.87
Step E	66.3200	5305.60	11495.47	137945.60
Step F	68.3096	5464.77	11840.33	142083.97
Step G	70.3589	5628.71	12195.54	146346.51
Step H	72.4696	5797.57	12561.40	150736.77
Step I	74.6437	5971.50	12938.24	155258.90
Step J	76.8831	6150.65	13326.40	159916.85



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3625B	Information Security Administrator-B	Step A	51.4209	4113.67	8912.96	106955.47
		Step B	54.3974	4351.79	9428.88	113146.59
		Step C	56.0292	4482.34	9711.73	116540.74
		Step D	57.7102	4616.82	10003.10	120037.22
		Step E	59.4415	4755.32	10303.19	123638.32
		Step F	61.2246	4897.97	10612.26	127347.17
		Step G	63.0614	5044.91	10930.64	131167.71
		Step H	64.9533	5196.26	11258.57	135102.86
		Step I	66.9019	5352.15	11596.33	139155.95
		Step J	68.9090	5512.72	11944.23	143330.72



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9542B	Information Technology Client Services Supervisor-B	Step A	46.8423	3747.38	8119.33	97431.98
		Step B	49.5537	3964.30	8589.31	103071.70
		Step C	51.0404	4083.23	8847.00	106164.03
		Step D	52.5715	4205.72	9112.39	109348.72
		Step E	54.1487	4331.90	9385.77	112629.30
		Step F	55.7732	4461.86	9667.35	116008.26
		Step G	57.4463	4595.70	9957.36	119488.30
		Step H	59.1698	4733.58	10256.10	123073.18
		Step I	60.9449	4875.59	10563.78	126765.39
		Step J	62.7732	5021.86	10880.69	130568.26



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3602B	Information Technology Program Manager-B	Step A	51.3060	4104.48	8893.04	106716.48
		Step B	54.2756	4342.05	9407.77	112893.25
		Step C	55.9039	4472.31	9690.01	116280.11
		Step D	57.5809	4606.47	9980.69	119768.27
		Step E	59.3084	4744.67	10280.12	123361.47
		Step F	61.0877	4887.02	10588.53	127062.42
		Step G	62.9203	5033.62	10906.19	130874.22
		Step H	64.8079	5184.63	11233.37	134800.43
		Step I	66.7521	5340.17	11570.36	138844.37
		Step J	68.7547	5500.38	11917.48	143009.78



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3740B	Interpretive Services Supervisor-B	Step A	33.4672	2677.38	5800.98	69611.78
		Step B	35.4048	2832.38	6136.83	73641.98
		Step C	36.4669	2917.35	6320.93	75851.15
		Step D	37.5609	3004.87	6510.56	78126.67
		Step E	38.6877	3095.02	6705.87	80470.42
		Step F	39.8484	3187.87	6907.06	82884.67
		Step G	41.0438	3283.50	7114.26	85371.10
		Step H	42.2751	3382.01	7327.68	87932.21
		Step I	43.5434	3483.47	7547.52	90570.27
		Step J	44.8497	3587.98	7773.95	93287.38



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3810B	Key Accounts Representative-B	Step A	56.6845	4534.76	9825.31	117903.76
		Step B	59.9657	4797.26	10394.05	124728.66
		Step C	61.7647	4941.18	10705.88	128470.58
		Step D	63.6176	5089.41	11027.05	132324.61
		Step E	65.5262	5242.10	11357.87	136294.50
		Step F	67.4920	5399.36	11698.61	140383.36
		Step G	69.5167	5561.34	12049.56	144594.74
		Step H	71.6022	5728.18	12411.05	148932.58
		Step I	73.7503	5900.02	12783.39	153400.62
		Step J	75.9628	6077.02	13166.89	158002.62



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4449B	Management Analyst - City Manager Office-B	Step A	42.9706	3437.65	7448.24	89378.85
		Step B	45.4577	3636.62	7879.33	94552.02
		Step C	46.8214	3745.71	8115.71	97388.51
		Step D	48.2261	3858.09	8359.19	100310.29
		Step E	49.6729	3973.83	8609.97	103319.63
		Step F	51.1630	4093.04	8868.25	106419.04
		Step G	52.6979	4215.83	9134.30	109611.63
		Step H	54.2789	4342.31	9408.34	112900.11
		Step I	55.9073	4472.58	9690.60	116287.18
		Step J	57.5845	4606.76	9981.31	119775.76



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0045B	Management Analyst I-B	Step A	37.2039	2976.31	6448.68	77384.11
		Step B	39.3574	3148.59	6821.95	81863.39
		Step C	40.5382	3243.06	7026.62	84319.46
		Step D	41.7543	3340.34	7237.41	86848.94
		Step E	43.0069	3440.55	7454.53	89454.35
		Step F	44.2971	3543.77	7678.16	92137.97
		Step G	45.6261	3650.09	7908.52	94902.29
		Step H	46.9948	3759.58	8145.77	97749.18
		Step I	48.4047	3872.38	8390.15	100681.78
		Step J	49.8568	3988.54	8641.85	103702.14



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0050B	Management Analyst II-B	Step A	40.9245	3273.96	7093.58	85122.96
		Step B	43.2932	3463.46	7504.15	90049.86
		Step C	44.5920	3567.36	7729.28	92751.36
		Step D	45.9297	3674.38	7961.15	95533.78
		Step E	47.3076	3784.61	8199.98	98399.81
		Step F	48.7269	3898.15	8446.00	101351.95
		Step G	50.1886	4015.09	8699.36	104392.29
		Step H	51.6943	4135.54	8960.35	107524.14
		Step I	53.2452	4259.62	9229.17	110750.02
		Step J	54.8425	4387.40	9506.03	114072.40



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5020B	Park Development Project Manager I-B	Step A	37.2039	2976.31	6448.68	77384.11
		Step B	39.3574	3148.59	6821.95	81863.39
		Step C	40.5382	3243.06	7026.62	84319.46
		Step D	41.7543	3340.34	7237.41	86848.94
		Step E	43.0069	3440.55	7454.53	89454.35
		Step F	44.2971	3543.77	7678.16	92137.97
		Step G	45.6261	3650.09	7908.52	94902.29
		Step H	46.9948	3759.58	8145.77	97749.18
		Step I	48.4047	3872.38	8390.15	100681.78
		Step J	49.8568	3988.54	8641.85	103702.14



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5022B	Park Development Project Manager II-B	Step A	40.9245	3273.96	7093.58	85122.96
		Step B	43.2932	3463.46	7504.15	90049.86
		Step C	44.5920	3567.36	7729.28	92751.36
		Step D	45.9297	3674.38	7961.15	95533.78
		Step E	47.3076	3784.61	8199.98	98399.81
		Step F	48.7269	3898.15	8446.00	101351.95
		Step G	50.1886	4015.09	8699.36	104392.29
		Step H	51.6943	4135.54	8960.35	107524.14
		Step I	53.2452	4259.62	9229.17	110750.02
		Step J	54.8425	4387.40	9506.03	114072.40



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1106B	Park Planning and Development Manager-B	Step A	51.7657	4141.26	8972.72	107672.66
		Step B	54.7627	4381.02	9492.20	113906.42
		Step C	56.4057	4512.46	9776.99	117323.86
		Step D	58.0978	4647.82	10070.29	120843.42
		Step E	59.8407	4787.26	10372.39	124468.66
		Step F	61.6360	4930.88	10683.57	128202.88
		Step G	63.4850	5078.80	11004.07	132048.80
		Step H	65.3896	5231.17	11334.20	136010.37
		Step I	67.3513	5388.10	11674.23	140090.70
		Step J	69.3718	5549.74	12024.45	144293.34



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5082B	Parks Recreation and Libraries Director-B	Step A	77.7301	6218.41	13473.22	161678.61
		Step B	82.2294	6578.35	14253.10	171037.15
		Step C	84.6962	6775.70	14680.67	176168.10
		Step D	87.2371	6978.97	15121.10	181453.17
		Step E	89.8542	7188.34	15574.73	186896.74
		Step F	92.5499	7403.99	16041.98	192503.79
		Step G	95.3264	7626.11	16523.24	198278.91
		Step H	98.1862	7854.90	17018.94	204227.30
		Step I	101.1317	8090.54	17529.49	210353.94
		Step J	104.1657	8333.26	18055.39	216664.66



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9547B	Parks Recreation and Libraries Manager-B	Step A	51.7657	4141.26	8972.72	107672.66
		Step B	54.7627	4381.02	9492.20	113906.42
		Step C	56.4057	4512.46	9776.99	117323.86
		Step D	58.0978	4647.82	10070.29	120843.42
		Step E	59.8407	4787.26	10372.39	124468.66
		Step F	61.6360	4930.88	10683.57	128202.88
		Step G	63.4850	5078.80	11004.07	132048.80
		Step H	65.3896	5231.17	11334.20	136010.37
		Step I	67.3513	5388.10	11674.23	140090.70
		Step J	69.3718	5549.74	12024.45	144293.34



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9546B	Parks Recreation and Libraries Superintendent-B	Step A	45.0143	3601.14	7802.48	93629.74
		Step B	47.6198	3809.58	8254.10	99049.18
		Step C	49.0484	3923.87	8501.72	102020.67
		Step D	50.5198	4041.58	8756.77	105081.18
		Step E	52.0354	4162.83	9019.47	108233.63
		Step F	53.5965	4287.72	9290.06	111480.72
		Step G	55.2044	4416.35	9568.76	114825.15
		Step H	56.8605	4548.84	9855.82	118269.84
		Step I	58.5664	4685.31	10151.51	121818.11
		Step J	60.3233	4825.86	10456.04	125472.46



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name
5069B	Parks Supervisor-B

Step Name	Hourly	Bi-Weekly	Monthly	Annual
Step A	35.3021	2824.17	6119.03	73428.37
Step B	37.3459	2987.67	6473.29	77679.47
Step C	38.4663	3077.30	6667.49	80009.90
Step D	39.6202	3169.62	6867.50	82410.02
Step E	40.8089	3264.71	7073.54	84882.51
Step F	42.0331	3362.65	7285.74	87428.85
Step G	43.2941	3463.53	7504.31	90051.73
Step H	44.5929	3567.43	7729.44	92753.23
Step I	45.9307	3674.46	7961.32	95535.86
Step J	47.3086	3784.69	8200.16	98401.89



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9428B	Payroll Supervisor-B	Step A	46.2214	3697.71	8011.71	96140.51
		Step B	48.8968	3911.74	8475.45	101705.34
		Step C	50.3637	4029.10	8729.71	104756.50
		Step D	51.8746	4149.97	8991.60	107899.17
		Step E	53.4309	4274.47	9261.36	111136.27
		Step F	55.0338	4402.70	9539.19	114470.30
		Step G	56.6848	4534.78	9825.37	117904.38
		Step H	58.3853	4670.82	10120.12	121441.42
		Step I	60.1369	4810.95	10423.73	125084.75
		Step J	61.9410	4955.28	10736.44	128837.28



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name
1501B	Permits Supervisor-B

Step Name	Hourly	Bi-Weekly	Monthly	Annual
Step A	40.9245	3273.96	7093.58	85122.96
Step B	43.2932	3463.46	7504.15	90049.86
Step C	44.5920	3567.36	7729.28	92751.36
Step D	45.9297	3674.38	7961.15	95533.78
Step E	47.3076	3784.61	8199.98	98399.81
Step F	48.7269	3898.15	8446.00	101351.95
Step G	50.1886	4015.09	8699.36	104392.29
Step H	51.6943	4135.54	8960.35	107524.14
Step I	53.2452	4259.62	9229.17	110750.02
Step J	54.8425	4387.40	9506.03	114072.40



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5309B	Planning Manager-B	Step A	63.8914	5111.31	11074.51	132894.11
		Step B	67.5897	5407.18	11715.55	140586.58
		Step C	69.6173	5569.38	12067.00	144803.98
		Step D	71.7058	5736.46	12429.01	149148.06
		Step E	73.8570	5908.56	12801.88	153622.56
		Step F	76.0727	6085.82	13185.93	158231.22
		Step G	78.3550	6268.40	13581.53	162978.40
		Step H	80.7056	6456.45	13988.97	167867.65
		Step I	83.1267	6650.14	14408.63	172903.54
		Step J	85.6205	6849.64	14840.89	178090.64



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5400B	Police Captain-B	Step A	70.4811	5638.49	12216.72	146600.69
		Step B	74.5607	5964.86	12923.85	155086.26
		Step C	76.7976	6143.81	13311.58	159739.01
		Step D	79.1015	6328.12	13710.93	164531.12
		Step E	81.4746	6517.97	14122.26	169467.17
		Step F	83.9188	6713.50	14545.93	174551.10
		Step G	86.4364	6914.91	14982.31	179787.71
		Step H	89.0294	7122.35	15431.76	185181.15
		Step I	91.7003	7336.02	15894.72	190736.62
		Step J	94.4513	7556.10	16371.56	196458.70



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5410B	Police Chief-B	Step A	91.0614	7284.91	15783.98	189407.71
		Step B	96.3325	7706.60	16697.63	200371.60
		Step C	99.2225	7937.80	17198.57	206382.80
		Step D	102.1991	8175.93	17714.51	212574.13
		Step E	105.2651	8421.21	18245.95	218951.41
		Step F	108.4231	8673.85	18793.34	225520.05
		Step G	111.6758	8934.06	19357.14	232285.66
		Step H	115.0261	9202.09	19937.86	239254.29
		Step I	118.4768	9478.14	20535.98	246431.74
		Step J	122.0311	9762.49	21152.06	253824.69



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5420B	Police Lieutenant-B	Step A	61.2873	4902.98	10623.13	127477.58
		Step B	64.8350	5186.80	11238.07	134856.80
		Step C	66.7801	5342.41	11575.22	138902.61
		Step D	68.7835	5502.68	11922.47	143069.68
		Step E	70.8470	5667.76	12280.15	147361.76
		Step F	72.9724	5837.79	12648.55	151782.59
		Step G	75.1615	6012.92	13027.99	156335.92
		Step H	77.4164	6193.31	13418.84	161026.11
		Step I	79.7389	6379.11	13821.41	165856.91
		Step J	82.1311	6570.49	14236.06	170832.69



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5489B	Police Services Administrator-B	Step A	53.9435	4315.48	9350.21	112202.48
		Step B	57.0659	4565.27	9891.42	118697.07
		Step C	58.7779	4702.23	10188.17	122258.03
		Step D	60.5413	4843.30	10493.83	125925.90
		Step E	62.3575	4988.60	10808.63	129703.60
		Step F	64.2283	5138.26	11132.91	133594.86
		Step G	66.1551	5292.41	11466.88	137602.61
		Step H	68.1398	5451.18	11810.90	141730.78
		Step I	70.1840	5614.72	12165.23	145982.72
		Step J	72.2895	5783.16	12530.18	150362.16



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1039B	Police Social Services Practitioner-B	Step A	35.3582	2828.66	6128.75	73545.06
		Step B	37.4048	2992.38	6483.50	77801.98
		Step C	38.5271	3082.17	6678.03	80136.37
		Step D	39.6828	3174.62	6878.35	82540.22
		Step E	40.8734	3269.87	7084.72	85016.67
		Step F	42.0995	3367.96	7297.25	87566.96
		Step G	43.3626	3469.01	7516.18	90194.21
		Step H	44.6634	3573.07	7741.66	92899.87
		Step I	46.0033	3680.26	7973.91	95686.86
		Step J	47.3834	3790.67	8213.12	98557.47



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5505B	Power Engineering Manager-B	Step A	81.7450	6539.60	14169.13	170029.60
		Step B	86.4768	6918.14	14989.31	179871.74
		Step C	89.0710	7125.68	15438.97	185267.68
		Step D	91.7431	7339.45	15902.14	190825.65
		Step E	94.4954	7559.63	16379.20	196550.43
		Step F	97.3303	7786.42	16870.59	202447.02
		Step G	100.2502	8020.02	17376.70	208520.42
		Step H	103.2578	8260.62	17898.02	214776.22
		Step I	106.3555	8508.44	18434.95	221219.44
		Step J	109.5461	8763.69	18987.99	227855.89



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5600B	Power Generation Superintendent-B	Step A	84.3105	6744.84	14613.82	175365.84
		Step B	89.1906	7135.25	15459.70	185516.45
		Step C	91.8664	7349.31	15923.51	191082.11
		Step D	94.6224	7569.79	16401.22	196814.59
		Step E	97.4611	7796.89	16893.26	202719.09
		Step F	100.3849	8030.79	17400.05	208800.59
		Step G	103.3965	8271.72	17922.06	215064.72
		Step H	106.4984	8519.87	18459.72	221516.67
		Step I	109.6933	8775.46	19013.51	228162.06
		Step J	112.9841	9038.73	19583.91	235006.93



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5530B	Power Plant Operations and Maintenance Supervisor-B	Step A	76.7661	6141.29	13306.12	159673.49
		Step B	81.2097	6496.78	14076.35	168916.18
		Step C	83.6460	6691.68	14498.64	173983.68
		Step D	86.1553	6892.42	14933.59	179203.02
		Step E	88.7400	7099.20	15381.60	184579.20
		Step F	91.4022	7312.18	15843.05	190116.58
		Step G	94.1443	7531.54	16318.35	195820.14
		Step H	96.9686	7757.49	16807.89	201694.69
		Step I	99.8777	7990.22	17312.13	207745.62
		Step J	102.8740	8229.92	17831.49	213977.92



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5535B	Power Supply and Portfolio Administrator-B	Step A	81.7413	6539.30	14168.49	170021.90
		Step B	86.4729	6917.83	14988.64	179863.63
		Step C	89.0670	7125.36	15438.28	185259.36
		Step D	91.7390	7339.12	15901.43	190817.12
		Step E	94.4912	7559.30	16378.47	196541.70
		Step F	97.3260	7786.08	16869.84	202438.08
		Step G	100.2457	8019.66	17375.92	208511.06
		Step H	103.2531	8260.25	17897.20	214766.45
		Step I	106.3507	8508.06	18434.12	221209.46
		Step J	109.5412	8763.30	18987.14	227845.70



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5519B	Preventative Maintenance Supervisor-B	Step A	49.9956	3999.65	8665.90	103990.85
		Step B	52.8901	4231.21	9167.62	110011.41
		Step C	54.4768	4358.14	9442.65	113311.74
		Step D	56.1110	4488.88	9725.91	116710.88
		Step E	57.7944	4623.55	10017.70	120212.35
		Step F	59.5282	4762.26	10318.22	123818.66
		Step G	61.3141	4905.13	10627.78	127533.33
		Step H	63.1535	5052.28	10946.61	131359.28
		Step I	65.0481	5203.85	11275.00	135300.05
		Step J	66.9995	5359.96	11613.25	139358.96



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5514B	Principal Engineer-B	Step A	57.3714	4589.71	9944.38	119332.51
		Step B	60.6922	4855.38	10519.98	126239.78
		Step C	62.5129	5001.03	10835.57	130026.83
		Step D	64.3884	5151.07	11160.66	133927.87
		Step E	66.3200	5305.60	11495.47	137945.60
		Step F	68.3096	5464.77	11840.33	142083.97
		Step G	70.3589	5628.71	12195.54	146346.51
		Step H	72.4696	5797.57	12561.40	150736.77
		Step I	74.6437	5971.50	12938.24	155258.90
		Step J	76.8831	6150.65	13326.40	159916.85



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5513B	Principal Planner-B	Step A	53.2441	4259.53	9228.98	110747.73
		Step B	56.3262	4506.10	9763.21	117158.50
		Step C	58.0159	4641.27	10056.09	120673.07
		Step D	59.7565	4780.52	10357.79	124293.52
		Step E	61.5492	4923.94	10668.53	128022.34
		Step F	63.3956	5071.65	10988.57	131862.85
		Step G	65.2974	5223.79	11318.22	135818.59
		Step H	67.2564	5380.51	11657.78	139893.31
		Step I	69.2741	5541.93	12007.51	144090.13
		Step J	71.3523	5708.18	12367.73	148412.78



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name
1004B	Process Engineer-B

Step Name	Hourly	Bi-Weekly	Monthly	Annual
Step A	57.3714	4589.71	9944.38	119332.51
Step B	60.6922	4855.38	10519.98	126239.78
Step C	62.5129	5001.03	10835.57	130026.83
Step D	64.3884	5151.07	11160.66	133927.87
Step E	66.3200	5305.60	11495.47	137945.60
Step F	68.3096	5464.77	11840.33	142083.97
Step G	70.3589	5628.71	12195.54	146346.51
Step H	72.4696	5797.57	12561.40	150736.77
Step I	74.6437	5971.50	12938.24	155258.90
Step J	76.8831	6150.65	13326.40	159916.85



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1069B	Project Supervisor-B	Step A	49.8884	3991.07	8647.32	103767.87
		Step B	52.7762	4222.10	9147.87	109774.50
		Step C	54.3595	4348.76	9422.31	113067.76
		Step D	55.9903	4479.22	9704.99	116459.82
		Step E	57.6700	4613.60	9996.13	119953.60
		Step F	59.4001	4752.01	10296.02	123552.21
		Step G	61.1821	4894.57	10604.90	127258.77
		Step H	63.0175	5041.40	10923.03	131076.40
		Step I	64.9080	5192.64	11250.72	135008.64
		Step J	66.8553	5348.42	11588.25	139059.02



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1108B	Public Affairs and Communications Manager-B	Step A	55.8098	4464.78	9673.70	116084.38
		Step B	59.0403	4723.22	10233.65	122803.82
		Step C	60.8116	4864.93	10540.68	126488.13
		Step D	62.6359	5010.87	10856.89	130282.67
		Step E	64.5150	5161.20	11182.60	134191.20
		Step F	66.4504	5316.03	11518.07	138216.83
		Step G	68.4439	5475.51	11863.61	142363.31
		Step H	70.4973	5639.78	12219.53	146634.38
		Step I	72.6122	5808.98	12586.11	151033.38
		Step J	74.7906	5983.25	12963.70	155564.45



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5635B	Public Works Director-B	Step A	77.7314	6218.51	13473.44	161681.31
		Step B	82.2308	6578.46	14253.34	171040.06
		Step C	84.6977	6775.82	14680.93	176171.22
		Step D	87.2386	6979.09	15121.36	181456.29
		Step E	89.8558	7188.46	15575.01	186900.06
		Step F	92.5515	7404.12	16042.26	192507.12
		Step G	95.3280	7626.24	16523.52	198282.24
		Step H	98.1879	7855.03	17019.24	204230.83
		Step I	101.1335	8090.68	17529.81	210357.68
		Step J	104.1675	8333.40	18055.70	216668.40



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1087B	Public Works Manager-B	Step A	54.8772	4390.18	9512.05	114144.58
		Step B	58.0538	4644.30	10062.66	120751.90
		Step C	59.7955	4783.64	10364.55	124374.64
		Step D	61.5893	4927.14	10675.48	128105.74
		Step E	63.4370	5074.96	10995.75	131948.96
		Step F	65.3401	5227.21	11325.62	135907.41
		Step G	67.3003	5384.02	11665.39	139984.62
		Step H	69.3194	5545.55	12015.36	144184.35
		Step I	71.3988	5711.90	12375.79	148509.50
		Step J	73.5409	5883.27	12747.09	152965.07



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5652B	Purchasing and Warehouse Manager-B	Step A	50.6893	4055.14	8786.15	105433.74
		Step B	53.6234	4289.87	9294.72	111536.67
		Step C	55.2321	4418.57	9573.56	114882.77
		Step D	56.8890	4551.12	9860.76	118329.12
		Step E	58.5957	4687.66	10156.59	121879.06
		Step F	60.3536	4828.29	10461.29	125535.49
		Step G	62.1642	4973.14	10775.13	129301.54
		Step H	64.0291	5122.33	11098.38	133180.53
		Step I	65.9500	5276.00	11431.33	137176.00
		Step J	67.9285	5434.28	11774.27	141291.28



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9544B	Recreation and Library Supervisor-B	Step A	33.4672	2677.38	5800.98	69611.78
		Step B	35.4048	2832.38	6136.83	73641.98
		Step C	36.4669	2917.35	6320.93	75851.15
		Step D	37.5609	3004.87	6510.56	78126.67
		Step E	38.6877	3095.02	6705.87	80470.42
		Step F	39.8484	3187.87	6907.06	82884.67
		Step G	41.0438	3283.50	7114.26	85371.10
		Step H	42.2751	3382.01	7327.68	87932.21
		Step I	43.5434	3483.47	7547.52	90570.27
		Step J	44.8497	3587.98	7773.95	93287.38



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
6231B	Refuse Superintendent-B	Step A	47.9372	3834.98	8309.11	99709.38
		Step B	50.7120	4056.96	8790.08	105480.96
		Step C	52.2333	4178.66	9053.77	108645.26
		Step D	53.8003	4304.02	9325.39	111904.62
		Step E	55.4144	4433.15	9605.16	115261.95
		Step F	57.0768	4566.14	9893.31	118719.74
		Step G	58.7891	4703.13	10190.11	122281.33
		Step H	60.5527	4844.22	10495.80	125949.62
		Step I	62.3693	4989.54	10810.68	129728.14
		Step J	64.2404	5139.23	11135.00	133620.03



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
6235B	Refuse Supervisor-B	Step A	39.7944	3183.55	6897.70	82772.35
		Step B	42.0972	3367.78	7296.85	87562.18
		Step C	43.3601	3468.81	7515.75	90189.01
		Step D	44.6609	3572.87	7741.22	92894.67
		Step E	46.0007	3680.06	7973.45	95681.46
		Step F	47.3807	3790.46	8212.65	98551.86
		Step G	48.8022	3904.18	8459.05	101508.58
		Step H	50.2663	4021.30	8712.83	104553.90
		Step I	51.7743	4141.94	8974.21	107690.54
		Step J	53.3275	4266.20	9243.43	110921.20



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
6244B	Refuse and Stormwater Manager-B	Step A	64.5449	5163.59	11187.78	134253.39
		Step B	68.2806	5462.45	11835.30	142023.65
		Step C	70.3291	5626.33	12190.38	146284.53
		Step D	72.4390	5795.12	12556.09	150673.12
		Step E	74.6122	5968.98	12932.78	155193.38
		Step F	76.8506	6148.05	13320.77	159849.25
		Step G	79.1560	6332.48	13720.37	164644.48
		Step H	81.5308	6522.46	14132.01	169584.06
		Step I	83.9766	6718.13	14555.94	174671.33
		Step J	86.4959	6919.67	14992.62	179911.47



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
6450B	Risk Manager-B	Step A	57.4981	4599.85	9966.34	119596.05
		Step B	60.8263	4866.10	10543.23	126518.70
		Step C	62.6511	5012.09	10859.52	130314.29
		Step D	64.5307	5162.46	11185.32	134223.86
		Step E	66.4666	5317.33	11520.88	138250.53
		Step F	68.4606	5476.85	11866.50	142398.05
		Step G	70.5144	5641.15	12222.50	146669.95
		Step H	72.6298	5810.38	12589.17	151069.98
		Step I	74.8087	5984.70	12966.84	155602.10
		Step J	77.0530	6164.24	13355.85	160270.24



City of Roseville

Salary Schedule: Management-B

Appendix:F
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MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
6500B	Safety Coordinator-B	Step A	40.9244	3273.95	7093.56	85122.75
		Step B	43.2932	3463.46	7504.15	90049.86
		Step C	44.5920	3567.36	7729.28	92751.36
		Step D	45.9297	3674.38	7961.15	95533.78
		Step E	47.3076	3784.61	8199.98	98399.81
		Step F	48.7269	3898.15	8446.00	101351.95
		Step G	50.1886	4015.09	8699.36	104392.29
		Step H	51.6943	4135.54	8960.35	107524.14
		Step I	53.2452	4259.62	9229.17	110750.02
		Step J	54.8425	4387.40	9506.03	114072.40



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7130B	Senior Business Systems Analyst-B	Step A	44.6131	3569.05	7732.94	92795.25
		Step B	47.1955	3775.64	8180.55	98166.64
		Step C	48.6114	3888.91	8425.98	101111.71
		Step D	50.0697	4005.58	8678.75	104144.98
		Step E	51.5718	4125.74	8939.11	107269.34
		Step F	53.1191	4249.53	9207.31	110487.73
		Step G	54.7126	4377.01	9483.52	113802.21
		Step H	56.3540	4508.32	9768.03	117216.32
		Step I	58.0446	4643.57	10061.06	120732.77
		Step J	59.7860	4782.88	10362.91	124354.88



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7145B	Senior Database Analyst-B	Step A	44.6131	3569.05	7732.94	92795.25
		Step B	47.1955	3775.64	8180.55	98166.64
		Step C	48.6114	3888.91	8425.98	101111.71
		Step D	50.0697	4005.58	8678.75	104144.98
		Step E	51.5718	4125.74	8939.11	107269.34
		Step F	53.1191	4249.53	9207.31	110487.73
		Step G	54.7126	4377.01	9483.52	113802.21
		Step H	56.3540	4508.32	9768.03	117216.32
		Step I	58.0446	4643.57	10061.06	120732.77
		Step J	59.7860	4782.88	10362.91	124354.88



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7123B	Senior Deputy City Attorney-B	Step A	76.9544	6156.35	13338.76	160065.15
		Step B	81.4089	6512.71	14110.88	169330.51
		Step C	83.8511	6708.09	14534.19	174410.29
		Step D	86.3666	6909.33	14970.21	179642.53
		Step E	88.9576	7116.61	15419.32	185031.81
		Step F	91.6264	7330.11	15881.91	190582.91
		Step G	94.3752	7550.02	16358.37	196300.42
		Step H	97.2064	7776.51	16849.11	202189.31
		Step I	100.1226	8009.81	17354.58	208255.01
		Step J	103.1263	8250.10	17875.23	214502.70



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1281B	Senior Development Services Analyst-B	Step A	39.8919	3191.35	6914.60	82975.15
		Step B	42.2010	3376.08	7314.84	87778.08
		Step C	43.4671	3477.37	7534.30	90411.57
		Step D	44.7711	3581.69	7760.32	93123.89
		Step E	46.1142	3689.14	7993.13	95917.54
		Step F	47.4976	3799.81	8232.92	98795.01
		Step G	48.9226	3913.81	8479.92	101759.01
		Step H	50.3902	4031.22	8734.30	104811.62
		Step I	51.9019	4152.15	8996.33	107955.95
		Step J	53.4590	4276.72	9266.23	111194.72



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1097B	Senior Development Services Business Analyst-B	Step A	43.8811	3510.49	7606.06	91272.69
		Step B	46.4211	3713.69	8046.32	96555.89
		Step C	47.8138	3825.10	8287.73	99452.70
		Step D	49.2482	3939.86	8536.35	102436.26
		Step E	50.7256	4058.05	8792.44	105509.25
		Step F	52.2474	4179.79	9056.22	108674.59
		Step G	53.8149	4305.19	9327.92	111934.99
		Step H	55.4292	4434.34	9607.73	115292.74
		Step I	57.0921	4567.37	9895.96	118751.57
		Step J	58.8049	4704.39	10192.85	122314.19



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Grade Code	Management Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7128B	Senior Electric Business Analyst-B	Step A	57.5905	4607.24	9982.35	119788.24
		Step B	60.9242	4873.94	10560.19	126722.34
		Step C	62.7519	5020.15	10877.00	130523.95
		Step D	64.6345	5170.76	11203.31	134439.76
		Step E	66.5735	5325.88	11539.41	138472.88
		Step F	68.5707	5485.66	11885.59	142627.06
		Step G	70.6278	5650.22	12242.15	146905.82
		Step H	72.7466	5819.73	12609.41	151312.93
		Step I	74.9290	5994.32	12987.69	155852.32
		Step J	77.1769	6174.15	13377.33	160527.95



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1023B	Senior Electric Technology Systems Analyst-B	Step A	59.8944	4791.55	10381.70	124580.35
		Step B	63.3613	5068.90	10982.63	131791.50
		Step C	65.2621	5220.97	11312.10	135745.17
		Step D	67.2200	5377.60	11651.47	139817.60
		Step E	69.2366	5538.93	12001.01	144012.13
		Step F	71.3136	5705.09	12361.02	148332.29
		Step G	73.4531	5876.25	12731.87	152782.45
		Step H	75.6567	6052.54	13113.83	157365.94
		Step I	77.9264	6234.11	13507.24	162086.91
		Step J	80.2642	6421.14	13912.46	166949.54



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7163B	Senior Energy Services Account Representative-B	Step A	56.6845	4534.76	9825.31	117903.76
		Step B	59.9657	4797.26	10394.05	124728.66
		Step C	61.7647	4941.18	10705.88	128470.58
		Step D	63.6176	5089.41	11027.05	132324.61
		Step E	65.5262	5242.10	11357.87	136294.50
		Step F	67.4920	5399.36	11698.61	140383.36
		Step G	69.5167	5561.34	12049.56	144594.74
		Step H	71.6022	5728.18	12411.05	148932.58
		Step I	73.7503	5900.02	12783.39	153400.62
		Step J	75.9628	6077.02	13166.89	158002.62



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7142B	Senior Engineer-B	Step A	50.9976	4079.81	8839.58	106075.01
		Step B	53.9497	4315.98	9351.28	112215.38
		Step C	55.5682	4445.46	9631.82	115581.86
		Step D	57.2352	4578.82	9920.77	119049.22
		Step E	58.9522	4716.18	10218.38	122620.58
		Step F	60.7208	4857.66	10524.94	126299.26
		Step G	62.5424	5003.39	10840.68	130088.19
		Step H	64.4187	5153.50	11165.91	133990.90
		Step I	66.3513	5308.10	11500.89	138010.70
		Step J	68.3418	5467.34	11845.91	142150.94



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1065B	Senior Environmental Utilities Business Analyst-B	Step A	47.2647	3781.18	8192.55	98310.58
		Step B	50.0005	4000.04	8666.75	104001.04
		Step C	51.5005	4120.04	8926.75	107121.04
		Step D	53.0455	4243.64	9194.55	110334.64
		Step E	54.6369	4370.95	9470.40	113644.75
		Step F	56.2760	4502.08	9754.51	117054.08
		Step G	57.9643	4637.14	10047.15	120565.74
		Step H	59.7032	4776.26	10348.55	124182.66
		Step I	61.4943	4919.54	10659.01	127908.14
		Step J	63.3391	5067.13	10978.78	131745.33



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7161B	Senior GIS Analyst-B	Step A	43.6911	3495.29	7573.12	90877.49
		Step B	46.2201	3697.61	8011.48	96137.81
		Step C	47.6067	3808.54	8251.83	99021.94
		Step D	49.0349	3922.79	8499.38	101992.59
		Step E	50.5060	4040.48	8754.37	105052.48
		Step F	52.0211	4161.69	9016.99	108203.89
		Step G	53.5818	4286.54	9287.51	111450.14
		Step H	55.1892	4415.14	9566.13	114793.54
		Step I	56.8449	4547.59	9853.12	118237.39
		Step J	58.5503	4684.02	10148.72	121784.62



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7150B	Senior Human Resources Analyst-B	Step A	45.4521	3636.17	7878.36	94540.37
		Step B	48.0828	3846.62	8334.35	100012.22
		Step C	49.5253	3962.02	8584.39	103012.62
		Step D	51.0110	4080.88	8841.91	106102.88
		Step E	52.5414	4203.31	9107.18	109286.11
		Step F	54.1177	4329.42	9380.40	112564.82
		Step G	55.7412	4459.30	9661.81	115941.70
		Step H	57.4133	4593.06	9951.64	119419.66
		Step I	59.1357	4730.86	10250.19	123002.26
		Step J	60.9099	4872.79	10557.72	126692.59



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7194B	Senior Information Technology Analyst-B	Step A	44.6131	3569.05	7732.94	92795.25
		Step B	47.1955	3775.64	8180.55	98166.64
		Step C	48.6114	3888.91	8425.98	101111.71
		Step D	50.0697	4005.58	8678.75	104144.98
		Step E	51.5718	4125.74	8939.11	107269.34
		Step F	53.1191	4249.53	9207.31	110487.73
		Step G	54.7126	4377.01	9483.52	113802.21
		Step H	56.3540	4508.32	9768.03	117216.32
		Step I	58.0446	4643.57	10061.06	120732.77
		Step J	59.7860	4782.88	10362.91	124354.88



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1119B	Senior Park Development Project Manager-B	Step A	45.0167	3601.34	7802.89	93634.74
		Step B	47.6225	3809.80	8254.57	99054.80
		Step C	49.0512	3924.10	8502.21	102026.50
		Step D	50.5227	4041.82	8757.27	105087.22
		Step E	52.0384	4163.07	9019.99	108239.87
		Step F	53.5995	4287.96	9290.58	111486.96
		Step G	55.2075	4416.60	9569.30	114831.60
		Step H	56.8637	4549.10	9856.37	118276.50
		Step I	58.5697	4685.58	10152.08	121824.98
		Step J	60.3268	4826.14	10456.65	125479.74



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name
7180B	Senior Planner-B

Step Name	Hourly	Bi-Weekly	Monthly	Annual
Step A	46.3003	3704.02	8025.39	96304.62
Step B	48.9804	3918.43	8489.94	101879.23
Step C	50.4498	4035.98	8744.63	104935.58
Step D	51.9632	4157.06	9006.95	108083.46
Step E	53.5221	4281.77	9277.16	111325.97
Step F	55.1278	4410.22	9555.49	114665.82
Step G	56.7816	4542.53	9842.14	118105.73
Step H	58.4851	4678.81	10137.42	121649.01
Step I	60.2396	4819.17	10441.53	125298.37
Step J	62.0468	4963.74	10754.78	129057.34



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7151B	Senior Power Engineer-B	Step A	71.0796	5686.37	12320.46	147845.57
		Step B	75.1940	6015.52	13033.63	156403.52
		Step C	77.4497	6195.98	13424.61	161095.38
		Step D	79.7733	6381.86	13827.37	165928.46
		Step E	82.1664	6573.31	14242.18	170906.11
		Step F	84.6314	6770.51	14669.44	176033.31
		Step G	87.1704	6973.63	15109.54	181314.43
		Step H	89.7855	7182.84	15562.82	186753.84
		Step I	92.4791	7398.33	16029.71	192356.53
		Step J	95.2534	7620.27	16510.59	198127.07



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management						
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5555B	Senior Power Plant Engineer-B	Step A	71.0796	5686.37	12320.46	147845.57
		Step B	75.1940	6015.52	13033.63	156403.52
		Step C	77.4497	6195.98	13424.61	161095.38
		Step D	79.7733	6381.86	13827.37	165928.46
		Step E	82.1664	6573.31	14242.18	170906.11
		Step F	84.6314	6770.51	14669.44	176033.31
		Step G	87.1704	6973.63	15109.54	181314.43
		Step H	89.7855	7182.84	15562.82	186753.84
		Step I	92.4791	7398.33	16029.71	192356.53
		Step J	95.2534	7620.27	16510.59	198127.07



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1029B	Senior Utility Billing Analyst-B	Step A	44.5864	3566.91	7728.31	92739.71
		Step B	47.1673	3773.38	8175.67	98107.98
		Step C	48.5823	3886.58	8420.93	101051.18
		Step D	50.0397	4003.18	8673.55	104082.58
		Step E	51.5410	4123.28	8933.77	107205.28
		Step F	53.0871	4246.97	9201.76	110421.17
		Step G	54.6798	4374.38	9477.83	113733.98
		Step H	56.3202	4505.62	9762.17	117146.02
		Step I	58.0098	4640.78	10055.03	120660.38
		Step J	59.7501	4780.01	10356.68	124280.21



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1073B	Street Maintenance Manager-B	Step A	57.0743	4565.94	9892.88	118714.54
		Step B	60.3780	4830.24	10465.52	125586.24
		Step C	62.1893	4975.14	10779.48	129353.74
		Step D	64.0549	5124.39	11102.85	133234.19
		Step E	65.9767	5278.14	11435.96	137231.54
		Step F	67.9560	5436.48	11779.04	141348.48
		Step G	69.9946	5599.57	12132.40	145588.77
		Step H	72.0944	5767.55	12496.36	149956.35
		Step I	74.2573	5940.58	12871.27	154455.18
		Step J	76.4850	6118.80	13257.40	159088.80



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7522B	Street Maintenance Supervisor-B	Step A	37.0884	2967.07	6428.66	77143.87
		Step B	39.2352	3138.82	6800.77	81609.22
		Step C	40.4122	3232.98	7004.78	84057.38
		Step D	41.6246	3329.97	7214.93	86579.17
		Step E	42.8733	3429.86	7431.37	89176.46
		Step F	44.1595	3532.76	7654.31	91851.76
		Step G	45.4843	3638.74	7883.95	94607.34
		Step H	46.8489	3747.91	8120.48	97445.71
		Step I	48.2543	3860.34	8364.08	100368.94
		Step J	49.7019	3976.15	8615.00	103379.95



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1110B	Transit Operations Supervisor-B	Step A	45.0168	3601.34	7802.91	93634.94
		Step B	47.6225	3809.80	8254.57	99054.80
		Step C	49.0512	3924.10	8502.21	102026.50
		Step D	50.5227	4041.82	8757.27	105087.22
		Step E	52.0383	4163.06	9019.97	108239.66
		Step F	53.5995	4287.96	9290.58	111486.96
		Step G	55.2075	4416.60	9569.30	114831.60
		Step H	56.8637	4549.10	9856.37	118276.50
		Step I	58.5697	4685.58	10152.08	121824.98
		Step J	60.3267	4826.14	10456.63	125479.54



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name
8762B	Urban Forester-B

Step Name	Hourly	Bi-Weekly	Monthly	Annual
Step A	38.8334	3106.67	6731.12	80773.47
Step B	41.0810	3286.48	7120.71	85448.48
Step C	42.3134	3385.07	7334.32	88011.87
Step D	43.5829	3486.63	7554.37	90652.43
Step E	44.8904	3591.23	7781.00	93372.03
Step F	46.2370	3698.96	8014.41	96172.96
Step G	47.6242	3809.94	8254.86	99058.34
Step H	49.0530	3924.24	8502.52	102030.24
Step I	50.5246	4041.97	8757.60	105091.17
Step J	52.0402	4163.22	9020.30	108243.62



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0920B	Utility Billing Operations Manager-B	Step A	57.8472	4627.78	10026.85	120322.18
		Step B	61.1956	4895.65	10607.24	127286.85
		Step C	63.0315	5042.52	10925.46	131105.52
		Step D	64.9224	5193.79	11253.22	135038.59
		Step E	66.8701	5349.61	11590.82	139089.81
		Step F	68.8762	5510.10	11938.54	143262.50
		Step G	70.9426	5675.41	12296.72	147560.61
		Step H	73.0708	5845.66	12665.61	151987.26
		Step I	75.2630	6021.04	13045.59	156547.04
		Step J	77.5208	6201.66	13436.94	161243.26



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1041B	Utility Billing and Field Services Supervisor-B	Step A	44.1208	3529.66	7647.61	91771.26
		Step B	46.6746	3733.97	8090.26	97083.17
		Step C	48.0748	3845.98	8332.97	99995.58
		Step D	49.5171	3961.37	8582.96	102995.57
		Step E	51.0026	4080.21	8840.45	106085.41
		Step F	52.5327	4202.62	9105.67	109268.02
		Step G	54.1087	4328.70	9378.84	112546.10
		Step H	55.7319	4458.55	9660.20	115922.35
		Step I	57.4039	4592.31	9950.01	119400.11
		Step J	59.1260	4730.08	10248.51	122982.08



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1042B	Utility Customer Service Supervisor-B	Step A	32.1431	2571.45	5571.47	66857.65
		Step B	34.0036	2720.29	5893.96	70727.49
		Step C	35.0237	2801.90	6070.77	72849.30
		Step D	36.0744	2885.95	6252.90	75034.75
		Step E	37.1567	2972.54	6440.49	77285.94
		Step F	38.2714	3061.71	6633.71	79604.51
		Step G	39.4196	3153.57	6832.73	81992.77
		Step H	40.6021	3248.17	7037.70	84452.37
		Step I	41.8202	3345.62	7248.83	86986.02
		Step J	43.0748	3445.98	7466.30	89595.58



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1102B	Utility Exploration Center Supervisor-B	Step A	38.3480	3067.84	6646.99	79763.84
		Step B	40.5672	3245.38	7031.65	84379.78
		Step C	41.7842	3342.74	7242.59	86911.14
		Step D	43.0377	3443.02	7459.87	89518.42
		Step E	44.3289	3546.31	7683.68	92204.11
		Step F	45.6587	3652.70	7914.17	94970.10
		Step G	47.0285	3762.28	8151.61	97819.28
		Step H	48.4393	3875.14	8396.15	100753.74
		Step I	49.8925	3991.40	8648.03	103776.40
		Step J	51.3897	4111.18	8907.55	106890.58



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1646B	Utility Government Relations Administrator-B	Step A	49.1077	3928.62	8512.00	102144.02
		Step B	51.9501	4156.01	9004.68	108056.21
		Step C	53.5086	4280.69	9274.82	111297.89
		Step D	55.1139	4409.11	9553.08	114636.91
		Step E	56.7673	4541.38	9839.67	118075.98
		Step F	58.4703	4677.62	10134.85	121618.22
		Step G	60.2244	4817.95	10438.90	125266.75
		Step H	62.0311	4962.49	10752.06	129024.69
		Step I	63.8921	5111.37	11074.63	132895.57
		Step J	65.8089	5264.71	11406.88	136882.51



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
8980B	Wastewater Collection Superintendent-B	Step A	47.9372	3834.98	8309.11	99709.38
		Step B	50.7120	4056.96	8790.08	105480.96
		Step C	52.2333	4178.66	9053.77	108645.26
		Step D	53.8003	4304.02	9325.39	111904.62
		Step E	55.4144	4433.15	9605.16	115261.95
		Step F	57.0768	4566.14	9893.31	118719.74
		Step G	58.7891	4703.13	10190.11	122281.33
		Step H	60.5527	4844.22	10495.80	125949.62
		Step I	62.3693	4989.54	10810.68	129728.14
		Step J	64.2404	5139.23	11135.00	133620.03



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
8978B	Wastewater Collection Supervisor-B	Step A	39.9500	3196.00	6924.67	83096.00
		Step B	42.2621	3380.97	7325.43	87905.17
		Step C	43.5300	3482.40	7545.20	90542.40
		Step D	44.8359	3586.87	7771.56	93258.67
		Step E	46.1809	3694.47	8004.69	96056.27
		Step F	47.5664	3805.31	8244.84	98938.11
		Step G	48.9934	3919.47	8492.19	101906.27
		Step H	50.4632	4037.06	8746.95	104963.46
		Step I	51.9771	4158.17	9009.36	108112.37
		Step J	53.5364	4282.91	9279.64	111355.71



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9040B	Wastewater Treatment Plant Chief Operator-B	Step A	52.7315	4218.52	9140.13	109681.52
		Step B	55.7836	4462.69	9669.16	116029.89
		Step C	57.4572	4596.58	9959.25	119510.98
		Step D	59.1809	4734.47	10258.02	123096.27
		Step E	60.9563	4876.50	10565.76	126789.10
		Step F	62.7850	5022.80	10882.73	130592.80
		Step G	64.6686	5173.49	11209.22	134510.69
		Step H	66.6087	5328.70	11545.51	138546.10
		Step I	68.6069	5488.55	11891.86	142702.35
		Step J	70.6651	5653.21	12248.62	146983.41



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9045B	Wastewater Utility Manager-B	Step A	64.5449	5163.59	11187.78	134253.39
		Step B	68.2806	5462.45	11835.30	142023.65
		Step C	70.3291	5626.33	12190.38	146284.53
		Step D	72.4390	5795.12	12556.09	150673.12
		Step E	74.6122	5968.98	12932.78	155193.38
		Step F	76.8506	6148.05	13320.77	159849.25
		Step G	79.1560	6332.48	13720.37	164644.48
		Step H	81.5308	6522.46	14132.01	169584.06
		Step I	83.9766	6718.13	14555.94	174671.33
		Step J	86.4959	6919.67	14992.62	179911.47



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9047B	Water Conservation Administrator-B	Step A	43.9422	3515.38	7616.65	91399.78
		Step B	46.4860	3718.88	8057.57	96690.88
		Step C	47.8805	3830.44	8299.29	99591.44
		Step D	49.3170	3945.36	8548.28	102579.36
		Step E	50.7964	4063.71	8804.71	105656.51
		Step F	52.3204	4185.63	9068.87	108826.43
		Step G	53.8899	4311.19	9340.92	112090.99
		Step H	55.5067	4440.54	9621.16	115453.94
		Step I	57.1718	4573.74	9909.78	118917.34
		Step J	58.8870	4710.96	10207.08	122484.96



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9085B	Water Distribution Superintendent-B	Step A	47.2302	3778.42	8186.57	98238.82
		Step B	50.7120	4056.96	8790.08	105480.96
		Step C	52.2333	4178.66	9053.77	108645.26
		Step D	53.8003	4304.02	9325.39	111904.62
		Step E	55.4144	4433.15	9605.16	115261.95
		Step F	57.0768	4566.14	9893.31	118719.74
		Step G	58.7891	4703.13	10190.11	122281.33
		Step H	60.5527	4844.22	10495.80	125949.62
		Step I	62.3693	4989.54	10810.68	129728.14
		Step J	64.2404	5139.23	11135.00	133620.03



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9084B	Water Distribution Supervisor-B	Step A	39.9499	3195.99	6924.65	83095.79
		Step B	42.2621	3380.97	7325.43	87905.17
		Step C	43.5300	3482.40	7545.20	90542.40
		Step D	44.8359	3586.87	7771.56	93258.67
		Step E	46.1809	3694.47	8004.69	96056.27
		Step F	47.5664	3805.31	8244.84	98938.11
		Step G	48.9934	3919.47	8492.19	101906.27
		Step H	50.4632	4037.06	8746.95	104963.46
		Step I	51.9771	4158.17	9009.36	108112.37
		Step J	53.5364	4282.91	9279.64	111355.71



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT	Management					
Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9101B	Water Quality Lab Supervisor-B	Step A	41.9458	3355.66	7270.61	87247.26
		Step B	44.3736	3549.89	7691.42	92297.09
		Step C	45.7048	3656.38	7922.17	95065.98
		Step D	47.0759	3766.07	8159.82	97917.87
		Step E	48.4882	3879.06	8404.62	100855.46
		Step F	49.9429	3995.43	8656.77	103881.23
		Step G	51.4412	4115.30	8916.47	106997.70
		Step H	52.9844	4238.75	9183.96	110207.55
		Step I	54.5739	4365.91	9459.48	113513.71
		Step J	56.2112	4496.90	9743.27	116919.30



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9175B	Water Treatment Plant Chief Operator-B	Step A	47.9376	3835.01	8309.18	99710.21
		Step B	50.7125	4057.00	8790.17	105482.00
		Step C	52.2339	4178.71	9053.88	108646.51
		Step D	53.8009	4304.07	9325.49	111905.87
		Step E	55.4149	4433.19	9605.25	115262.99
		Step F	57.0773	4566.18	9893.40	118720.78
		Step G	58.7897	4703.18	10190.21	122282.58
		Step H	60.5533	4844.26	10495.91	125950.86
		Step I	62.3699	4989.59	10810.78	129729.39
		Step J	64.2411	5139.29	11135.12	133621.49



City of Roseville

Salary Schedule: Management-B

Appendix:F
Effective Date:03/25/2023

MGMT Management

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9244B	Water Utility Manager-B	Step A	64.5449	5163.59	11187.78	134253.39
		Step B	68.2806	5462.45	11835.30	142023.65
		Step C	70.3291	5626.33	12190.38	146284.53
		Step D	72.4390	5795.12	12556.09	150673.12
		Step E	74.6122	5968.98	12932.78	155193.38
		Step F	76.8506	6148.05	13320.77	159849.25
		Step G	79.1560	6332.48	13720.37	164644.48
		Step H	81.5308	6522.46	14132.01	169584.06
		Step I	83.9766	6718.13	14555.94	174671.33
		Step J	86.4959	6919.67	14992.62	179911.47

ORDINANCE NO. 6630

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING
ORDINANCE 6582, THE SALARY ORDINANCE FOR PERSONNEL REPRESENTED BY
THE INTERNATIONAL BROTHERHOOD OF ELECTRICAL WORKERS, LOCAL 1245, AS
AMENDED BY APPENDIX "C" TO BE EFFECTIVE
MARCH 25, 2023, AS AN URGENCY MEASURE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Title and Purpose.

Ordinance 6582, the Salary Ordinances for personnel represented by the International Brotherhood of Electrical Workers, Local 1245, for salary schedules A and B, is hereby amended to reflect a salary adjustment as shown on Appendix "C", attached hereto:

ADDITION OF CLASSIFICATION

<u>Classification No.</u>	<u>Position Title</u>	<u>Hourly Rate</u>
1120A/1120B	Electronics Technician III	\$59.89

SECTION 2. Salary Plan Effective Date.

This Ordinance shall be effective March 25, 2023 as an urgency measure.

SECTION 3. Urgency Ordinance.

This ordinance is hereby declared to be an urgency measure, immediately necessary for the public peace, health and safety and shall take effect March 25, 2023. A statement of urgency is as follows:

It is necessary to amend the Salary Ordinance to comply with recently approved changes for the orderly and necessary continuance of operations of the City.

SECTION 4. Posting.

The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the Ordinance Book under the record of the ordinance a certificate under her hand stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 20____, by the following vote on roll call:

:
AYES: COUNCILMEMERS
NOES COUNCILMEMBERS:
ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:03/25/2023

**IBEW International Brotherhood of
Electrical Workers**

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0150A	Electric Apprentice Line Technician-A	Step A	52.4536	4196.29	9091.96	109103.49
		Step B	56.4885	4519.08	9791.34	117496.08
		Step C	60.5234	4841.87	10490.72	125888.67
		Step D	64.5583	5164.66	11190.11	134281.26
		Step E	68.5932	5487.46	11889.49	142673.86
		Step F	72.6281	5810.25	12588.87	151066.45
1086A	Electric Apprentice Metering System Technician-A	Step A	49.2491	3939.93	8536.51	102438.13
		Step B	53.0375	4243.00	9193.17	110318.00
		Step C	56.8259	4546.07	9849.82	118197.87
		Step D	60.6143	4849.14	10506.48	126077.74
		Step E	64.4027	5152.22	11163.13	133957.62
		Step F	68.1911	5455.29	11819.79	141837.49



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:03/25/2023

**IBEW International Brotherhood of
Electrical Workers**

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1084A	Electric Apprentice Substation Technician-A	Step A	42.7511	3420.09	7410.19	88922.29
		Step B	46.6375	3731.00	8083.83	97006.00
		Step C	50.5240	4041.92	8757.49	105089.92
		Step D	54.4104	4352.83	9431.14	113173.63
		Step E	58.2969	4663.75	10104.80	121257.55
		Step F	62.1834	4974.67	10778.46	129341.47
		Step G	66.0698	5285.58	11452.10	137425.18
		Step H	69.9563	5596.50	12125.76	145509.10
2328A	Electric Drafting Technician I-A	Step A	34.3665	2749.32	5956.86	71482.32
		Step B	36.0848	2886.78	6254.70	75056.38
		Step C	37.8891	3031.13	6567.44	78809.33
		Step D	39.7835	3182.68	6895.81	82749.68
		Step E	41.7727	3341.82	7240.60	86887.22
		Step F	43.8613	3508.90	7602.63	91231.50
		Step G	46.0544	3684.35	7982.76	95793.15
		Step H	48.3572	3868.58	8381.91	100582.98



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:03/25/2023

**IBEW International Brotherhood of
Electrical Workers**

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2330A	Electric Drafting Technician II-A	Step A	37.8020	3024.16	6552.35	78628.16
		Step B	39.6922	3175.38	6879.98	82559.78
		Step C	41.6768	3334.14	7223.98	86687.74
		Step D	43.7605	3500.84	7585.15	91021.84
		Step E	45.9487	3675.90	7964.44	95573.30
		Step F	48.2462	3859.70	8362.67	100352.10
		Step G	50.6585	4052.68	8780.81	105369.68
		Step H	53.1913	4255.30	9219.83	110637.90
2340A	Electric Engineering Technician I-A	Step A	44.3265	3546.12	7683.26	92199.12
		Step B	46.5428	3723.42	8067.42	96809.02
		Step C	48.8701	3909.61	8470.82	101649.81
		Step D	51.3135	4105.08	8894.34	106732.08
		Step E	53.8791	4310.33	9339.04	112068.53
		Step F	56.5731	4525.85	9806.00	117672.05
		Step G	59.4017	4752.14	10296.29	123555.54
		Step H	62.3718	4989.74	10811.11	129733.34



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:03/25/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2345A	Electric Engineering Technician II-A	Step A	48.7590	3900.72	8451.56	101418.72
		Step B	51.1971	4095.77	8874.16	106489.97
		Step C	53.7570	4300.56	9317.88	111814.56
		Step D	56.4447	4515.58	9783.75	117404.98
		Step E	59.2670	4741.36	10272.95	123275.36
		Step F	62.2304	4978.43	10786.60	129439.23
		Step G	65.3418	5227.34	11325.91	135910.94
		Step H	68.6090	5488.72	11892.23	142706.72
2285A	Electric Line Technician-A	Step A	80.6979	6455.83	13987.64	167851.63
2286A	Electric Line Troubleshooter-A	Step A	61.6500	4932.00	10686.00	128232.00
		Step B	64.7295	5178.36	11219.78	134637.36
		Step C	67.9660	5437.28	11780.77	141369.28
		Step D	71.3643	5709.14	12369.81	148437.74
		Step E	74.9325	5994.60	12988.30	155859.60
		Step F	78.6791	6294.33	13637.71	163652.53
		Step G	82.6131	6609.05	14319.60	171835.25
		Step H	86.7437	6939.50	15035.57	180426.90



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:03/25/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2210A	Electric Materials Technician I-A	Step A	33.5487	2683.90	5815.11	69781.30
		Step B	35.2261	2818.09	6105.86	73270.29
		Step C	36.9874	2958.99	6411.15	76933.79
		Step D	38.8367	3106.94	6731.69	80780.34
		Step E	40.7787	3262.30	7068.31	84819.70
		Step F	42.8174	3425.39	7421.68	89060.19
		Step G	44.9584	3596.67	7792.79	93513.47
		Step H	47.2063	3776.50	8182.43	98189.10
2212A	Electric Materials Technician II-A	Step A	36.9034	2952.27	6396.59	76759.07
		Step B	38.7487	3099.90	6716.44	80597.30
		Step C	40.6862	3254.90	7052.27	84627.30
		Step D	42.7204	3417.63	7404.87	88858.43
		Step E	44.8564	3588.51	7775.11	93301.31
		Step F	47.0992	3767.94	8163.86	97966.34
		Step G	49.4542	3956.34	8572.06	102864.74
		Step H	51.9269	4154.15	9000.66	108007.95
1085A	Electric Metering System Technician-A	Step A	75.7679	6061.43	13133.10	157597.23



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-A

Appendix:C
Effective Date:03/25/2023

**IBEW International Brotherhood of
Electrical Workers**

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2421A	Electric Pre-Apprentice-A	Step A	34.0949	2727.59	5909.78	70917.39
		Step B	36.7175	2937.40	6364.37	76372.40
		Step C	39.3402	3147.22	6818.97	81827.62
		Step D	41.9629	3357.03	7273.57	87282.83
		Step E	44.5856	3566.85	7728.17	92738.05
		Step F	47.2083	3776.66	8182.77	98193.26
2254A	Electric Preventive Data System Technician-A	Step A	30.4988	2439.90	5286.46	63437.50
		Step B	32.0237	2561.90	5550.77	66609.30
		Step C	33.6248	2689.98	5828.30	69939.58
		Step D	35.3061	2824.49	6119.72	73436.69
		Step E	37.0713	2965.70	6425.69	77108.30
		Step F	38.9249	3113.99	6746.98	80963.79
		Step G	40.8712	3269.70	7084.34	85012.10
		Step H	42.9148	3433.18	7438.57	89262.78
1083A	Electric Substation Technician-A	Step A	77.7292	6218.34	13473.06	161676.74



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2350A	Electric System Dispatcher-A	Step A	63.0814	5046.51	10934.11	131209.31
		Step B	66.2354	5298.83	11480.80	137769.63
		Step C	69.5472	5563.78	12054.85	144658.18
		Step D	73.0246	5841.97	12657.60	151891.17
		Step E	76.6758	6134.06	13290.47	159485.66
		Step F	80.5097	6440.78	13955.01	167460.18
		Step G	84.5352	6762.82	14652.77	175833.22
		Step H	88.7618	7100.94	15385.38	184624.54
2359A	Electric Technology System Technician-A	Step A	51.8622	4148.98	8989.45	107873.38
		Step B	54.4553	4356.42	9438.92	113267.02
		Step C	57.1781	4574.25	9910.87	118930.45
		Step D	60.0368	4802.94	10406.38	124876.54
		Step E	63.0387	5043.10	10926.71	131120.50
		Step F	66.1907	5295.26	11473.05	137676.66
		Step G	69.5002	5560.02	12046.70	144560.42
		Step H	72.9751	5838.01	12649.02	151788.21



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9250A	Electric Utility Inspection Technician-A	Step A	52.1333	4170.66	9036.44	108437.26
		Step B	54.7399	4379.19	9488.25	113858.99
		Step C	57.4769	4598.15	9962.66	119551.95
		Step D	60.3508	4828.06	10460.81	125529.66
		Step E	63.3684	5069.47	10983.86	131806.27
		Step F	66.5368	5322.94	11533.05	138396.54
		Step G	69.8637	5589.10	12109.71	145316.50
		Step H	73.3568	5868.54	12715.18	152582.14
2380A	Electronics Technician I-A	Step A	35.1766	2814.13	6097.28	73167.33
		Step B	36.9355	2954.84	6402.15	76825.84
		Step C	38.7823	3102.58	6722.27	80667.18
		Step D	40.7215	3257.72	7058.39	84700.72
		Step E	42.7575	3420.60	7411.30	88935.60
		Step F	44.8954	3591.63	7781.87	93382.43
		Step G	47.1401	3771.21	8170.95	98051.41
		Step H	49.4971	3959.77	8579.50	102953.97



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2385A	Electronics Technician II-A	Step A	38.6942	3095.54	6706.99	80483.94
		Step B	40.6289	3250.31	7042.34	84508.11
		Step C	42.6604	3412.83	7394.47	88733.63
		Step D	44.7934	3583.47	7764.19	93170.27
		Step E	47.0331	3762.65	8152.40	97828.85
		Step F	49.3847	3950.78	8560.01	102720.18
		Step G	51.8539	4148.31	8988.01	107856.11
		Step H	54.4467	4355.74	9437.43	113249.14
1120A	Electronics Technician III-A	Step A	42.5637	3405.10	7377.71	88532.50
		Step B	44.6919	3575.35	7746.60	92959.15
		Step C	46.9265	3754.12	8133.93	97607.12
		Step D	49.2728	3941.82	8540.62	102487.42
		Step E	51.7364	4138.91	8967.64	107611.71
		Step F	54.3232	4345.86	9416.02	112992.26
		Step G	57.0394	4563.15	9886.83	118641.95
		Step H	59.8914	4791.31	10381.18	124574.11



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1037A	Environmental Utilities Instrument and Control Technician I - A	Step A	35.1766	2814.13	6097.28	73167.33
		Step B	36.9355	2954.84	6402.15	76825.84
		Step C	38.7823	3102.58	6722.27	80667.18
		Step D	40.7215	3257.72	7058.39	84700.72
		Step E	42.7575	3420.60	7411.30	88935.60
		Step F	44.8954	3591.63	7781.87	93382.43
		Step G	47.1401	3771.21	8170.95	98051.41
		Step H	49.4971	3959.77	8579.50	102953.97
1038A	Environmental Utilities Instrument and Control Technician II - A	Step A	38.6942	3095.54	6706.99	80483.94
		Step B	40.6289	3250.31	7042.34	84508.11
		Step C	42.6604	3412.83	7394.47	88733.63
		Step D	44.7934	3583.47	7764.19	93170.27
		Step E	47.0331	3762.65	8152.40	97828.85
		Step F	49.3847	3950.78	8560.01	102720.18
		Step G	51.8539	4148.31	8988.01	107856.11
		Step H	54.4467	4355.74	9437.43	113249.14



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1082A	Generation Maintenance Scheduler-Coordinator-A	Step A	59.8978	4791.82	10382.29	124587.42
		Step B	62.8927	5031.42	10901.40	130816.82
		Step C	66.0373	5282.98	11446.47	137357.58
		Step D	69.3391	5547.13	12018.78	144225.33
		Step E	72.8062	5824.50	12619.74	151436.90
		Step F	76.4465	6115.72	13250.73	159008.72
		Step G	80.2688	6421.50	13913.26	166959.10
		Step H	84.2823	6742.58	14608.93	175307.18
3608A	Instrument and Control Technician-A	Step A	54.4513	4356.10	9438.23	113258.70
		Step B	57.1739	4573.91	9910.14	118921.71
		Step C	60.0326	4802.61	10405.65	124867.81
		Step D	63.0343	5042.74	10925.95	131111.34
		Step E	66.1860	5294.88	11472.24	137666.88
		Step F	69.4953	5559.62	12045.85	144550.22
		Step G	72.9700	5837.60	12648.13	151777.60
		Step H	76.6186	6129.49	13280.56	159366.69



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4520A	Materials Technician-A	Step A	34.2950	2743.60	5944.47	71333.60
		Step B	36.0096	2880.77	6241.66	74899.97
		Step C	37.8102	3024.82	6553.77	78645.22
		Step D	39.7008	3176.06	6881.47	82577.66
		Step E	41.6857	3334.86	7225.52	86706.26
		Step F	43.7700	3501.60	7586.80	91041.60
		Step G	45.9585	3676.68	7966.14	95593.68
		Step H	48.2564	3860.51	8364.44	100373.31
5316A	Plant and Equipment Maintenance Worker I-A	Step A	23.4239	1873.91	4060.14	48721.71
		Step B	24.5952	1967.62	4263.17	51158.02
		Step C	25.8248	2065.98	4476.30	53715.58
		Step D	27.1163	2169.30	4700.16	56401.90
		Step E	28.4719	2277.75	4935.13	59221.55
		Step F	29.8955	2391.64	5181.89	62182.64
		Step G	31.3903	2511.22	5440.99	65291.82
		Step H	32.9598	2636.78	5713.03	68556.38



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5319A	Plant and Equipment Maintenance Worker II-A	Step A	25.7662	2061.30	4466.14	53593.70
		Step B	27.0546	2164.37	4689.46	56273.57
		Step C	28.4074	2272.59	4923.95	59087.39
		Step D	29.8277	2386.22	5170.13	62041.62
		Step E	31.3191	2505.53	5428.64	65143.73
		Step F	32.8850	2630.80	5700.07	68400.80
		Step G	34.5293	2762.34	5985.08	71820.94
		Step H	36.2558	2900.46	6284.34	75412.06
5327A	Plant and Equipment Mechanic I-A	Step A	28.3431	2267.45	4912.80	58953.65
		Step B	29.7601	2380.81	5158.42	61901.01
		Step C	31.2481	2499.85	5416.34	64996.05
		Step D	32.8105	2624.84	5687.15	68245.84
		Step E	34.4510	2756.08	5971.51	71658.08
		Step F	36.1735	2893.88	6270.07	75240.88
		Step G	37.9822	3038.58	6583.58	79002.98
		Step H	39.8814	3190.51	6912.78	82953.31



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5328A	Plant and Equipment Mechanic II-A	Step A	31.1797	2494.38	5404.48	64853.78
		Step B	32.7386	2619.09	5674.69	68096.29
		Step C	34.3756	2750.05	5958.44	71501.25
		Step D	36.0944	2887.55	6256.36	75076.35
		Step E	37.8991	3031.93	6569.18	78830.13
		Step F	39.7941	3183.53	6897.64	82771.73
		Step G	41.7837	3342.70	7242.51	86910.10
		Step H	43.8729	3509.83	7604.64	91255.63
5595A	Power Engineer I-A	Step A	49.2329	3938.63	8533.70	102404.43
		Step B	51.6945	4135.56	8960.38	107524.56
		Step C	54.2792	4342.34	9408.39	112900.74
		Step D	56.9931	4559.45	9878.80	118545.65
		Step E	59.8428	4787.42	10372.75	124473.02
		Step F	62.8351	5026.81	10891.42	130697.01
		Step G	65.9768	5278.14	11435.98	137231.74
		Step H	69.2757	5542.06	12007.79	144093.46



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5596A	Power Engineer II-A	Step A	54.1576	4332.61	9387.32	112647.81
		Step B	56.8656	4549.25	9856.70	118280.45
		Step C	59.7089	4776.71	10349.54	124194.51
		Step D	62.6943	5015.54	10867.01	130404.14
		Step E	65.8290	5266.32	11410.36	136924.32
		Step F	69.1205	5529.64	11980.89	143770.64
		Step G	72.5765	5806.12	12579.93	150959.12
		Step H	76.2052	6096.42	13208.90	158506.82
5590A	Power Plant Engineer I-A	Step A	49.2329	3938.63	8533.70	102404.43
		Step B	51.6945	4135.56	8960.38	107524.56
		Step C	54.2792	4342.34	9408.39	112900.74
		Step D	56.9931	4559.45	9878.80	118545.65
		Step E	59.8428	4787.42	10372.75	124473.02
		Step F	62.8351	5026.81	10891.42	130697.01
		Step G	65.9768	5278.14	11435.98	137231.74
		Step H	69.2757	5542.06	12007.79	144093.46



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5591A	Power Plant Engineer II-A	Step A	54.1562	4332.50	9387.07	112644.90
		Step B	56.8641	4549.13	9856.44	118277.33
		Step C	59.7073	4776.58	10349.27	124191.18
		Step D	62.6926	5015.41	10866.72	130400.61
		Step E	65.8272	5266.18	11410.05	136920.58
		Step F	69.1186	5529.49	11980.56	143766.69
		Step G	72.5745	5805.96	12579.58	150954.96
		Step H	76.2033	6096.26	13208.57	158502.86
5526A	Power Plant Mechanic-A	Step A	49.5048	3960.38	8580.83	102969.98
		Step B	51.9801	4158.41	9009.88	108118.61
		Step C	54.5791	4366.33	9460.38	113524.53
		Step D	57.3080	4584.64	9933.39	119200.64
		Step E	60.1734	4813.87	10430.06	125160.67
		Step F	63.1819	5054.55	10951.53	131418.35
		Step G	66.3411	5307.29	11499.12	137989.49
		Step H	69.6582	5572.66	12074.09	144889.06



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5522A	Power Plant Operator Technician I-A	Step A	47.1473	3771.78	8172.20	98066.38
		Step B	49.5048	3960.38	8580.83	102969.98
		Step C	51.9799	4158.39	9009.85	108118.19
		Step D	54.5790	4366.32	9460.36	113524.32
		Step E	57.3078	4584.62	9933.35	119200.22
		Step F	60.1733	4813.86	10430.04	125160.46
		Step G	63.1819	5054.55	10951.53	131418.35
		Step H	66.3411	5307.29	11499.12	137989.49
5523A	Power Plant Operator Technician II-A	Step A	51.8622	4148.98	8989.45	107873.38
		Step B	54.4553	4356.42	9438.92	113267.02
		Step C	57.1781	4574.25	9910.87	118930.45
		Step D	60.0368	4802.94	10406.38	124876.54
		Step E	63.0387	5043.10	10926.71	131120.50
		Step F	66.1907	5295.26	11473.05	137676.66
		Step G	69.5003	5560.02	12046.72	144560.62
		Step H	72.9751	5838.01	12649.02	151788.21



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5401A	Predictive Maintenance Technician I-A	Step A	35.1766	2814.13	6097.28	73167.33
		Step B	36.9355	2954.84	6402.15	76825.84
		Step C	38.7823	3102.58	6722.27	80667.18
		Step D	40.7215	3257.72	7058.39	84700.72
		Step E	42.7575	3420.60	7411.30	88935.60
		Step F	44.8954	3591.63	7781.87	93382.43
		Step G	47.1401	3771.21	8170.95	98051.41
		Step H	49.4971	3959.77	8579.50	102953.97
5402A	Predictive Maintenance Technician II-A	Step A	38.6942	3095.54	6706.99	80483.94
		Step B	40.6289	3250.31	7042.34	84508.11
		Step C	42.6604	3412.83	7394.47	88733.63
		Step D	44.7934	3583.47	7764.19	93170.27
		Step E	47.0331	3762.65	8152.40	97828.85
		Step F	49.3847	3950.78	8560.01	102720.18
		Step G	51.8539	4148.31	8988.01	107856.11
		Step H	54.4467	4355.74	9437.43	113249.14



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5533A	Preventative Maintenance Coordinator-A	Step A	37.7242	3017.94	6538.86	78466.34
		Step B	39.6105	3168.84	6865.82	82389.84
		Step C	41.5910	3327.28	7209.11	86509.28
		Step D	43.6705	3493.64	7569.55	90834.64
		Step E	45.8541	3668.33	7948.04	95376.53
		Step F	48.1468	3851.74	8345.45	100145.34
		Step G	50.5541	4044.33	8762.71	105152.53
		Step H	53.0818	4246.54	9200.85	110410.14
5500A	Preventative Maintenance Technician I-A	Step A	31.1073	2488.58	5391.93	64703.18
		Step B	32.6627	2613.02	5661.53	67938.42
		Step C	34.2958	2743.66	5944.61	71335.26
		Step D	36.0106	2880.85	6241.84	74902.05
		Step E	37.8111	3024.89	6553.92	78647.09
		Step F	39.7017	3176.14	6881.63	82579.54
		Step G	41.6868	3334.94	7225.71	86708.54
		Step H	43.7712	3501.70	7587.01	91044.10



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5502A	Preventative Maintenance Technician II-A	Step A	34.2180	2737.44	5931.12	71173.44
		Step B	35.9290	2874.32	6227.69	74732.32
		Step C	37.7255	3018.04	6539.09	78469.04
		Step D	39.6117	3168.94	6866.03	82392.34
		Step E	41.5923	3327.38	7209.33	86511.98
		Step F	43.6719	3493.75	7569.80	90837.55
		Step G	45.8555	3668.44	7948.29	95379.44
		Step H	48.1483	3851.86	8345.71	100148.46
7020A	SCADA System Technician-A	Step A	38.6942	3095.54	6706.99	80483.94
		Step B	40.6289	3250.31	7042.34	84508.11
		Step C	42.6604	3412.83	7394.47	88733.63
		Step D	44.7934	3583.47	7764.19	93170.27
		Step E	47.0331	3762.65	8152.40	97828.85
		Step F	49.3847	3950.78	8560.01	102720.18
		Step G	51.8539	4148.31	8988.01	107856.11
		Step H	54.4467	4355.74	9437.43	113249.14



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7118A	Senior Electric Line Technician-A	Step A	63.0814	5046.51	10934.11	131209.31
		Step B	66.2354	5298.83	11480.80	137769.63
		Step C	69.5472	5563.78	12054.85	144658.18
		Step D	73.0246	5841.97	12657.60	151891.17
		Step E	76.6758	6134.06	13290.47	159485.66
		Step F	80.5097	6440.78	13955.01	167460.18
		Step G	84.5352	6762.82	14652.77	175833.22
		Step H	88.7618	7100.94	15385.38	184624.54
7169A	Senior Electric Materials Technician-A	Step A	40.5939	3247.51	7036.28	84435.31
		Step B	42.6235	3409.88	7388.07	88656.88
		Step C	44.7547	3580.38	7757.48	93089.78
		Step D	46.9924	3759.39	8145.35	97744.19
		Step E	49.3421	3947.37	8552.63	102631.57
		Step F	51.8091	4144.73	8980.24	107762.93
		Step G	54.3996	4351.97	9429.26	113151.17
		Step H	57.1196	4569.57	9900.73	118808.77



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1036A	Senior Electric Metering Systems Technician - A	Step A	59.2320	4738.56	10266.88	123202.56
		Step B	62.1937	4975.50	10780.24	129362.90
		Step C	65.3033	5224.26	11319.24	135830.86
		Step D	68.5685	5485.48	11885.21	142622.48
		Step E	71.9969	5759.75	12479.46	149753.55
		Step F	75.5968	6047.74	13103.45	157241.34
		Step G	79.3766	6350.13	13758.61	165103.33
		Step H	83.3455	6667.64	14446.55	173358.64
7126A	Senior Electric Substation Technician-A	Step A	60.7686	4861.49	10533.22	126398.69
		Step B	63.8072	5104.58	11059.91	132718.98
		Step C	66.9973	5359.78	11612.87	139354.38
		Step D	70.3474	5627.79	12193.55	146322.59
		Step E	73.8648	5909.18	12803.23	153638.78
		Step F	77.5579	6204.63	13443.37	161320.43
		Step G	81.4359	6514.87	14115.56	169386.67
		Step H	85.5076	6840.61	14821.32	177855.81



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Appendix:C
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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7168A	Senior Electric System Dispatcher-A	Step A	69.3895	5551.16	12027.51	144330.16
		Step B	72.8590	5828.72	12628.89	151546.72
		Step C	76.5018	6120.14	13260.31	159123.74
		Step D	80.3270	6426.16	13923.35	167080.16
		Step E	84.3433	6747.46	14619.51	175434.06
		Step F	88.5604	7084.83	15350.47	184205.63
		Step G	92.9885	7439.08	16118.01	193416.08
		Step H	97.6379	7811.03	16923.90	203086.83
7170A	Senior Electronic Technician-A	Step A	46.8200	3745.60	8115.47	97385.60
		Step B	49.1610	3932.88	8521.24	102254.88
		Step C	51.6191	4129.53	8947.31	107367.73
		Step D	54.2001	4336.01	9394.68	112736.21
		Step E	56.9101	4552.81	9864.42	118373.01
		Step F	59.7556	4780.45	10357.64	124291.65
		Step G	62.7433	5019.46	10875.51	130506.06
		Step H	65.8805	5270.44	11419.29	137031.44



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Appendix:C
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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7205A	Senior Plant and Equipment Mechanic-A	Step A	34.2950	2743.60	5944.47	71333.60
		Step B	36.0096	2880.77	6241.66	74899.97
		Step C	37.8102	3024.82	6553.77	78645.22
		Step D	39.7008	3176.06	6881.47	82577.66
		Step E	41.6857	3334.86	7225.52	86706.26
		Step F	43.7700	3501.60	7586.80	91041.60
		Step G	45.9585	3676.68	7966.14	95593.68
		Step H	48.2564	3860.51	8364.44	100373.31
7152A	Senior Power Plant Operator Technician-A	Step A	57.0482	4563.86	9888.35	118660.26
		Step B	59.9007	4792.06	10382.79	124593.46
		Step C	62.8957	5031.66	10901.92	130823.06
		Step D	66.0405	5283.24	11447.02	137364.24
		Step E	69.3425	5547.40	12019.37	144232.40
		Step F	72.8097	5824.78	12620.35	151444.18
		Step G	76.4502	6116.02	13251.37	159016.42
		Step H	80.2727	6421.82	13913.93	166967.22



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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7284A	Senior Preventative Maintenance Technician-A	Step A	42.6600	3412.80	7394.40	88732.80
		Step B	44.7930	3583.44	7764.12	93169.44
		Step C	47.0327	3762.62	8152.33	97828.02
		Step D	49.3843	3950.74	8559.95	102719.34
		Step E	51.8535	4148.28	8987.94	107855.28
		Step F	54.4462	4355.70	9437.34	113248.10
		Step G	57.1685	4573.48	9909.21	118910.48
		Step H	60.0269	4802.15	10404.66	124855.95
9559A	Senior SCADA System Technician-A	Step A	42.5637	3405.10	7377.71	88532.50
		Step B	44.6919	3575.35	7746.60	92959.15
		Step C	46.9264	3754.11	8133.91	97606.91
		Step D	49.2727	3941.82	8540.60	102487.22
		Step E	51.7364	4138.91	8967.64	107611.71
		Step F	54.3233	4345.86	9416.04	112992.46
		Step G	57.0394	4563.15	9886.83	118641.95
		Step H	59.8913	4791.30	10381.16	124573.90



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IBEW International Brotherhood of Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7202A	Senior Wastewater Utility Maintenance Worker-A	Step A	29.8749	2389.99	5178.32	62139.79
		Step B	31.3687	2509.50	5437.24	65246.90
		Step C	32.9371	2634.97	5709.10	68509.17
		Step D	34.5840	2766.72	5994.56	71934.72
		Step E	36.3131	2905.05	6294.27	75531.25
		Step F	38.1287	3050.30	6608.97	79307.70
		Step G	40.0352	3202.82	6939.43	83273.22
		Step H	42.0370	3362.96	7286.41	87436.96
7204A	Senior Water Distribution Worker-A	Step A	29.8749	2389.99	5178.32	62139.79
		Step B	31.3687	2509.50	5437.24	65246.90
		Step C	32.9371	2634.97	5709.10	68509.17
		Step D	34.5840	2766.72	5994.56	71934.72
		Step E	36.3131	2905.05	6294.27	75531.25
		Step F	38.1287	3050.30	6608.97	79307.70
		Step G	40.0352	3202.82	6939.43	83273.22
		Step H	42.0370	3362.96	7286.41	87436.96



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2375A	Traffic Signal Maintenance Worker I-A	Step A	27.1588	2172.70	4707.53	56490.30
		Step B	28.5168	2281.34	4942.91	59314.94
		Step C	29.9426	2395.41	5190.05	62280.61
		Step D	31.4396	2515.17	5449.53	65394.37
		Step E	33.0117	2640.94	5722.03	68664.34
		Step F	34.6621	2772.97	6008.10	72097.17
		Step G	36.3954	2911.63	6308.54	75702.43
		Step H	38.2151	3057.21	6623.95	79487.41
2376A	Traffic Signal Maintenance Worker II-A	Step A	29.8746	2389.97	5178.26	62139.17
		Step B	31.3685	2509.48	5437.21	65246.48
		Step C	32.9368	2634.94	5709.05	68508.54
		Step D	34.5836	2766.69	5994.49	71933.89
		Step E	36.3128	2905.02	6294.22	75530.62
		Step F	38.1284	3050.27	6608.92	79307.07
		Step G	40.0348	3202.78	6939.37	83272.38
		Step H	42.0366	3362.93	7286.34	87436.13



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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9027A	Wastewater Utility Maintenance Worker I-A	Step A	24.6905	1975.24	4279.69	51356.24
		Step B	25.9251	2074.01	4493.68	53924.21
		Step C	27.2214	2177.71	4718.38	56620.51
		Step D	28.5824	2286.59	4954.28	59451.39
		Step E	30.0116	2400.93	5202.01	62424.13
		Step F	31.5122	2520.98	5462.11	65545.38
		Step G	33.0877	2647.02	5735.20	68822.42
		Step H	34.7422	2779.38	6021.98	72263.78
9029A	Wastewater Utility Maintenance Worker II-A	Step A	27.1591	2172.73	4707.58	56490.93
		Step B	28.5171	2281.37	4942.96	59315.57
		Step C	29.9429	2395.43	5190.10	62281.23
		Step D	31.4399	2515.19	5449.58	65394.99
		Step E	33.0120	2640.96	5722.08	68664.96
		Step F	34.6625	2773.00	6008.17	72098.00
		Step G	36.3958	2911.66	6308.61	75703.26
		Step H	38.2155	3057.24	6624.02	79488.24



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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9078A	Water Conservation Specialist-A	Step A	29.8749	2389.99	5178.32	62139.79
		Step B	31.3687	2509.50	5437.24	65246.90
		Step C	32.9371	2634.97	5709.10	68509.17
		Step D	34.5840	2766.72	5994.56	71934.72
		Step E	36.3131	2905.05	6294.27	75531.25
		Step F	38.1287	3050.30	6608.97	79307.70
		Step G	40.0352	3202.82	6939.43	83273.22
		Step H	42.0370	3362.96	7286.41	87436.96
9049A	Water Conservation Worker I-A	Step A	24.6905	1975.24	4279.69	51356.24
		Step B	25.9251	2074.01	4493.68	53924.21
		Step C	27.2214	2177.71	4718.38	56620.51
		Step D	28.5824	2286.59	4954.28	59451.39
		Step E	30.0116	2400.93	5202.01	62424.13
		Step F	31.5122	2520.98	5462.11	65545.38
		Step G	33.0877	2647.02	5735.20	68822.42
		Step H	34.7422	2779.38	6021.98	72263.78



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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9051A	Water Conservation Worker II-A	Step A	27.1591	2172.73	4707.58	56490.93
		Step B	28.5171	2281.37	4942.96	59315.57
		Step C	29.9429	2395.43	5190.10	62281.23
		Step D	31.4399	2515.19	5449.58	65394.99
		Step E	33.0120	2640.96	5722.08	68664.96
		Step F	34.6625	2773.00	6008.17	72098.00
		Step G	36.3958	2911.66	6308.61	75703.26
		Step H	38.2155	3057.24	6624.02	79488.24
9246A	Water Distribution Worker I-A	Step A	24.6905	1975.24	4279.69	51356.24
		Step B	25.9251	2074.01	4493.68	53924.21
		Step C	27.2214	2177.71	4718.38	56620.51
		Step D	28.5824	2286.59	4954.28	59451.39
		Step E	30.0116	2400.93	5202.01	62424.13
		Step F	31.5122	2520.98	5462.11	65545.38
		Step G	33.0877	2647.02	5735.20	68822.42
		Step H	34.7422	2779.38	6021.98	72263.78



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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9248A	Water Distribution Worker II-A	Step A	27.1591	2172.73	4707.58	56490.93
		Step B	28.5171	2281.37	4942.96	59315.57
		Step C	29.9429	2395.43	5190.10	62281.23
		Step D	31.4399	2515.19	5449.58	65394.99
		Step E	33.0120	2640.96	5722.08	68664.96
		Step F	34.6625	2773.00	6008.17	72098.00
		Step G	36.3958	2911.66	6308.61	75703.26
		Step H	38.2155	3057.24	6624.02	79488.24



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Salary Schedule: International Brotherhood of Electrical Workers-B

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**IBEW International Brotherhood of
Electrical Workers**

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
0150B	Electric Apprentice Line Technician-B	Step A	52.4536	4196.29	9091.96	109103.49
		Step B	56.4885	4519.08	9791.34	117496.08
		Step C	60.5234	4841.87	10490.72	125888.67
		Step D	64.5583	5164.66	11190.11	134281.26
		Step E	68.5932	5487.46	11889.49	142673.86
		Step F	72.6281	5810.25	12588.87	151066.45
1086B	Electric Apprentice Metering System Technician-B	Step A	49.2491	3939.93	8536.51	102438.13
		Step B	53.0375	4243.00	9193.17	110318.00
		Step C	56.8259	4546.07	9849.82	118197.87
		Step D	60.6143	4849.14	10506.48	126077.74
		Step E	64.4027	5152.22	11163.13	133957.62
		Step F	68.1911	5455.29	11819.79	141837.49



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Salary Schedule: International Brotherhood of Electrical Workers-B

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IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1084B	Electric Apprentice Substation Technician-B	Step A	42.7511	3420.09	7410.19	88922.29
		Step B	46.6375	3731.00	8083.83	97006.00
		Step C	50.5240	4041.92	8757.49	105089.92
		Step D	54.4104	4352.83	9431.14	113173.63
		Step E	58.2969	4663.75	10104.80	121257.55
		Step F	62.1834	4974.67	10778.46	129341.47
		Step G	66.0698	5285.58	11452.10	137425.18
		Step H	69.9563	5596.50	12125.76	145509.10



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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2328B	Electric Drafting Technician I-B	Step A	34.3665	2749.32	5956.86	71482.32
		Step B	35.9823	2878.58	6236.93	74843.18
		Step C	37.0617	2964.94	6424.03	77088.34
		Step D	38.1736	3053.89	6616.76	79401.09
		Step E	39.3188	3145.50	6815.26	81783.10
		Step F	40.4984	3239.87	7019.72	84236.67
		Step G	41.7133	3337.06	7230.31	86763.66
		Step H	42.9647	3437.18	7447.21	89366.58
		Step I	44.2537	3540.30	7670.64	92047.70
		Step J	45.5813	3646.50	7900.76	94809.10
		Step K	46.9487	3755.90	8137.77	97653.30
		Step L	48.3572	3868.58	8381.91	100582.98



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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2330B	Electric Drafting Technician II-B	Step A	37.8020	3024.16	6552.35	78628.16
		Step B	39.5793	3166.34	6860.41	82324.94
		Step C	40.7667	3261.34	7066.23	84794.74
		Step D	41.9897	3359.18	7278.21	87338.58
		Step E	43.2494	3459.95	7496.56	89958.75
		Step F	44.5469	3563.75	7721.46	92657.55
		Step G	45.8833	3670.66	7953.11	95437.26
		Step H	47.2598	3780.78	8191.70	98300.38
		Step I	48.6776	3894.21	8437.45	101249.41
		Step J	50.1379	4011.03	8690.57	104286.83
		Step K	51.6421	4131.37	8951.30	107415.57
		Step L	53.1913	4255.30	9219.83	110637.90



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Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2340B	Electric Engineering Technician I-B	Step A	44.3265	3546.12	7683.26	92199.12
		Step B	46.4105	3712.84	8044.49	96533.84
		Step C	47.8028	3824.22	8285.82	99429.82
		Step D	49.2369	3938.95	8534.40	102412.75
		Step E	50.7140	4057.12	8790.43	105485.12
		Step F	52.2354	4178.83	9054.14	108649.63
		Step G	53.8025	4304.20	9325.77	111909.20
		Step H	55.4166	4433.33	9605.54	115266.53
		Step I	57.0791	4566.33	9893.71	118724.53
		Step J	58.7914	4703.31	10190.51	122286.11
		Step K	60.5552	4844.42	10496.23	125954.82
		Step L	62.3718	4989.74	10811.11	129733.34



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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2345B	Electric Engineering Technician II-B	Step A	48.7590	3900.72	8451.56	101418.72
		Step B	51.0515	4084.12	8848.93	106187.12
		Step C	52.5831	4206.65	9114.40	109372.85
		Step D	54.1606	4332.85	9387.84	112654.05
		Step E	55.7854	4462.83	9669.47	116033.63
		Step F	57.4600	4596.80	9959.73	119516.80
		Step G	59.1827	4734.62	10258.33	123100.02
		Step H	60.9582	4876.66	10566.09	126793.06
		Step I	62.7870	5022.96	10883.08	130596.96
		Step J	64.6706	5173.65	11209.57	134514.85
		Step K	66.6107	5328.86	11545.85	138550.26
		Step L	68.6090	5488.72	11892.23	142706.72
2285B	Electric Line Technician-B	Step A	80.6979	6455.83	13987.64	167851.63



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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2286B	Electric Line Troubleshooter-B	Step A	61.6468	4931.74	10685.45	128225.34
		Step B	64.5455	5163.64	11187.89	134254.64
		Step C	66.4818	5318.54	11523.51	138282.14
		Step D	68.4763	5478.10	11869.23	142430.70
		Step E	70.5306	5642.45	12225.30	146703.65
		Step F	72.6465	5811.72	12592.06	151104.72
		Step G	74.8259	5986.07	12969.82	155637.87
		Step H	77.0707	6165.66	13358.92	160307.06
		Step I	79.3828	6350.62	13759.69	165116.22
		Step J	81.7643	6541.14	14172.48	170069.74
		Step K	84.2172	6737.38	14597.65	175171.78
		Step L	86.7437	6939.50	15035.57	180426.90



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Appendix:C
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IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2210B	Electric Materials Technician I-B	Step A	33.5487	2683.90	5815.11	69781.30
		Step B	35.1259	2810.07	6088.49	73061.87
		Step C	36.1797	2894.38	6271.15	75253.78
		Step D	37.2651	2981.21	6459.28	77511.41
		Step E	38.3830	3070.64	6653.05	79836.64
		Step F	39.5345	3162.76	6852.65	82231.76
		Step G	40.7206	3257.65	7058.24	84698.85
		Step H	41.9422	3355.38	7269.98	87239.78
		Step I	43.2004	3456.03	7488.07	89856.83
		Step J	44.4965	3559.72	7712.73	92552.72
		Step K	45.8313	3666.50	7944.09	95329.10
		Step L	47.2063	3776.50	8182.43	98189.10



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Appendix:C
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IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2212B	Electric Materials Technician II-B	Step A	36.9034	2952.27	6396.59	76759.07
		Step B	38.6385	3091.08	6697.34	80368.08
		Step C	39.7977	3183.82	6898.27	82779.22
		Step D	40.9916	3279.33	7105.21	85262.53
		Step E	42.2214	3377.71	7318.38	87820.51
		Step F	43.4880	3479.04	7537.92	90455.04
		Step G	44.7926	3583.41	7764.05	93168.61
		Step H	46.1364	3690.91	7996.98	95963.71
		Step I	47.5205	3801.64	8236.89	98842.64
		Step J	48.9461	3915.69	8483.99	101807.89
		Step K	50.4145	4033.16	8738.51	104862.16
		Step L	51.9269	4154.15	9000.66	108007.95
1085B	Electric Metering System Technician-B	Step A	75.7679	6061.43	13133.10	157597.23



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2421B	Electric Pre-Apprentice-B	Step A	34.0949	2727.59	5909.78	70917.39
		Step B	36.7175	2937.40	6364.37	76372.40
		Step C	39.3402	3147.22	6818.97	81827.62
		Step D	41.9629	3357.03	7273.57	87282.83
		Step E	44.5856	3566.85	7728.17	92738.05
		Step F	47.2083	3776.66	8182.77	98193.26
2254B	Electric Preventive Data System Technician-B	Step A	30.4988	2439.90	5286.46	63437.50
		Step B	31.9326	2554.61	5534.98	66419.81
		Step C	32.8906	2631.25	5701.04	68412.45
		Step D	33.8773	2710.18	5872.07	70464.78
		Step E	34.8937	2791.50	6048.24	72578.90
		Step F	35.9405	2875.24	6229.69	74756.24
		Step G	37.0187	2961.50	6416.57	76998.90
		Step H	38.1292	3050.34	6609.06	79308.74
		Step I	39.2731	3141.85	6807.34	81688.05
		Step J	40.4513	3236.10	7011.56	84138.70
		Step K	41.6648	3333.18	7221.90	86662.78
		Step L	42.9148	3433.18	7438.57	89262.78



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1083B	Electric Substation Technician-B	Step A	77.7292	6218.34	13473.06	161676.74
2350B	Electric System Dispatcher-B	Step A	63.0814	5046.51	10934.11	131209.31
		Step B	66.0471	5283.77	11448.16	137377.97
		Step C	68.0285	5442.28	11791.61	141499.28
		Step D	70.0700	5605.60	12145.47	145745.60
		Step E	72.1714	5773.71	12509.71	150116.51
		Step F	74.3366	5946.93	12885.01	154620.13
		Step G	76.5667	6125.34	13271.56	159258.74
		Step H	78.8637	6309.10	13669.71	164036.50
		Step I	81.2296	6498.37	14079.80	168957.57
		Step J	83.6665	6693.32	14502.19	174026.32
		Step K	86.1765	6894.12	14937.26	179247.12
		Step L	88.7618	7100.94	15385.38	184624.54



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2359B	Electric Technology System Technician-B	Step A	51.8622	4148.98	8989.45	107873.38
		Step B	54.3004	4344.03	9412.07	112944.83
		Step C	55.9294	4474.35	9694.43	116333.15
		Step D	57.6073	4608.58	9985.27	119823.18
		Step E	59.3355	4746.84	10284.82	123417.84
		Step F	61.1155	4889.24	10593.35	127120.24
		Step G	62.9490	5035.92	10911.16	130933.92
		Step H	64.8375	5187.00	11238.50	134862.00
		Step I	66.7826	5342.61	11575.65	138907.81
		Step J	68.7900	5503.20	11923.60	143083.20
		Step K	70.8497	5667.98	12280.61	147367.38
		Step L	72.9751	5838.01	12649.02	151788.21



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9250B	Electric Utility Inspection Technician-B	Step A	52.1333	4170.66	9036.44	108437.26
		Step B	54.5843	4366.74	9461.28	113535.34
		Step C	56.2219	4497.75	9745.13	116941.55
		Step D	57.9085	4632.68	10037.47	120449.68
		Step E	59.6458	4771.66	10338.61	124063.26
		Step F	61.4351	4914.81	10648.75	127785.01
		Step G	63.2782	5062.26	10968.22	131618.66
		Step H	65.1765	5214.12	11297.26	135567.12
		Step I	67.1318	5370.54	11636.18	139634.14
		Step J	69.1458	5531.66	11985.27	143823.26
		Step K	71.2202	5697.62	12344.83	148138.02
		Step L	73.3568	5868.54	12715.18	152582.14



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2380B	Electronics Technician I-B	Step A	34.2185	2737.48	5931.21	71174.48
		Step B	35.8274	2866.19	6210.08	74520.99
		Step C	36.9022	2952.18	6396.38	76756.58
		Step D	38.0093	3040.74	6588.28	79059.34
		Step E	39.1495	3131.96	6785.91	81430.96
		Step F	40.3240	3225.92	6989.49	83873.92
		Step G	41.5337	3322.70	7199.17	86390.10
		Step H	42.7797	3422.38	7415.15	88981.78
		Step I	44.0631	3525.05	7637.60	91651.25
		Step J	45.3850	3630.80	7866.73	94400.80
		Step K	46.7466	3739.73	8102.74	97232.93
		Step L	48.1490	3851.92	8345.83	100149.92



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2385B	Electronics Technician II-B	Step A	37.6403	3011.22	6524.32	78291.82
		Step B	39.4101	3152.81	6831.08	81973.01
		Step C	40.5924	3247.39	7036.02	84432.19
		Step D	41.8102	3344.82	7247.10	86965.22
		Step E	43.0645	3445.16	7464.51	89574.16
		Step F	44.3564	3548.51	7688.44	92261.31
		Step G	45.6871	3654.97	7919.10	95029.17
		Step H	47.0577	3764.62	8156.67	97880.02
		Step I	48.4694	3877.55	8401.36	100816.35
		Step J	49.9235	3993.88	8653.41	103840.88
		Step K	51.4212	4113.70	8913.01	106956.10
		Step L	52.9639	4237.11	9180.41	110164.91



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1120B	Electronics Technician III-B	Step A	42.0885	3367.08	7295.34	87544.08
		Step B	43.3511	3468.09	7514.19	90170.29
		Step C	44.6517	3572.14	7739.63	92875.54
		Step D	45.9912	3679.30	7971.81	95661.70
		Step E	47.3709	3789.67	8210.96	98531.47
		Step F	48.7921	3903.37	8457.30	101487.57
		Step G	50.2558	4020.46	8711.01	104532.06
		Step H	51.7635	4141.08	8972.34	107668.08
		Step I	53.3164	4265.31	9241.51	110898.11
		Step J	54.9159	4393.27	9518.76	114225.07
		Step K	56.5634	4525.07	9804.32	117651.87
		Step L	58.2603	4660.82	10098.45	121181.42



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1037B	Environmental Utilities Instrument and Control Technician I - B	Step A	34.2185	2737.48	5931.21	71174.48
		Step B	35.8274	2866.19	6210.08	74520.99
		Step C	36.9022	2952.18	6396.38	76756.58
		Step D	38.0093	3040.74	6588.28	79059.34
		Step E	39.1495	3131.96	6785.91	81430.96
		Step F	40.3240	3225.92	6989.49	83873.92
		Step G	41.5337	3322.70	7199.17	86390.10
		Step H	42.7797	3422.38	7415.15	88981.78
		Step I	44.0631	3525.05	7637.60	91651.25
		Step J	45.3850	3630.80	7866.73	94400.80
		Step K	46.7466	3739.73	8102.74	97232.93
		Step L	48.1490	3851.92	8345.83	100149.92



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1038B	Environmental Utilities Instrument and Control Technician II - B	Step A	37.6403	3011.22	6524.32	78291.82
		Step B	39.4101	3152.81	6831.08	81973.01
		Step C	40.5924	3247.39	7036.02	84432.19
		Step D	41.8102	3344.82	7247.10	86965.22
		Step E	43.0645	3445.16	7464.51	89574.16
		Step F	44.3564	3548.51	7688.44	92261.31
		Step G	45.6871	3654.97	7919.10	95029.17
		Step H	47.0577	3764.62	8156.67	97880.02
		Step I	48.4694	3877.55	8401.36	100816.35
		Step J	49.9235	3993.88	8653.41	103840.88
		Step K	51.4212	4113.70	8913.01	106956.10
		Step L	52.9639	4237.11	9180.41	110164.91



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1082B	Generation Maintenance Scheduler-Coordinator-B	Step A	59.8978	4791.82	10382.29	124587.42
		Step B	62.7139	5017.11	10870.41	130444.91
		Step C	64.5954	5167.63	11196.54	134358.43
		Step D	66.5332	5322.66	11532.42	138389.06
		Step E	68.5292	5482.34	11878.39	142540.74
		Step F	70.5851	5646.81	12234.75	146817.01
		Step G	72.7027	5816.22	12601.80	151221.62
		Step H	74.8838	5990.70	12979.86	155758.30
		Step I	77.1302	6170.42	13369.23	160430.82
		Step J	79.4441	6355.53	13770.31	165243.73
		Step K	81.8274	6546.19	14183.42	170200.99
		Step L	84.2823	6742.58	14608.93	175307.18



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
3608B	Instrument and Control Technician-B	Step A	54.4513	4356.10	9438.23	113258.70
		Step B	57.0114	4560.91	9881.98	118583.71
		Step C	58.7217	4697.74	10178.43	122141.14
		Step D	60.4834	4838.67	10483.79	125805.47
		Step E	62.2979	4983.83	10798.30	129579.63
		Step F	64.1668	5133.34	11122.25	133466.94
		Step G	66.0918	5287.34	11455.91	137470.94
		Step H	68.0746	5445.97	11799.60	141595.17
		Step I	70.1168	5609.34	12153.58	145842.94
		Step J	72.2203	5777.62	12518.19	150218.22
		Step K	74.3869	5950.95	12893.73	154724.75
		Step L	76.6186	6129.49	13280.56	159366.69



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
4520B	Materials Technician-B	Step A	34.2950	2743.60	5944.47	71333.60
		Step B	35.9073	2872.58	6223.93	74687.18
		Step C	36.9845	2958.76	6410.65	76927.76
		Step D	38.0941	3047.53	6602.98	79235.73
		Step E	39.2369	3138.95	6801.06	81612.75
		Step F	40.4140	3233.12	7005.09	84061.12
		Step G	41.6264	3330.11	7215.24	86582.91
		Step H	42.8752	3430.02	7431.70	89180.42
		Step I	44.1615	3532.92	7654.66	91855.92
		Step J	45.4863	3638.90	7884.29	94611.50
		Step K	46.8509	3748.07	8120.82	97449.87
		Step L	48.2564	3860.51	8364.44	100373.31



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5316B	Plant and Equipment Maintenance Worker I-B	Step A	23.4239	1873.91	4060.14	48721.71
		Step B	24.5252	1962.02	4251.03	51012.42
		Step C	25.2610	2020.88	4378.57	52542.88
		Step D	26.0188	2081.50	4509.93	54119.10
		Step E	26.7994	2143.95	4645.23	55742.75
		Step F	27.6033	2208.26	4784.57	57414.86
		Step G	28.4315	2274.52	4928.13	59137.52
		Step H	29.2844	2342.75	5075.96	60911.55
		Step I	30.1629	2413.03	5228.24	62738.83
		Step J	31.0678	2485.42	5385.09	64621.02
		Step K	31.9998	2559.98	5546.63	66559.58
		Step L	32.9598	2636.78	5713.03	68556.38



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5319B	Plant and Equipment Maintenance Worker II-B	Step A	25.7662	2061.30	4466.14	53593.70
		Step B	26.9778	2158.22	4676.15	56113.82
		Step C	27.7871	2222.97	4816.43	57797.17
		Step D	28.6207	2289.66	4960.92	59531.06
		Step E	29.4793	2358.34	5109.75	61316.94
		Step F	30.3637	2429.10	5263.04	63156.50
		Step G	31.2746	2501.97	5420.93	65051.17
		Step H	32.2129	2577.03	5583.57	67002.83
		Step I	33.1792	2654.34	5751.06	69012.74
		Step J	34.1746	2733.97	5923.60	71083.17
		Step K	35.1999	2815.99	6101.32	73215.79
		Step L	36.2558	2900.46	6284.34	75412.06



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5327B	Plant and Equipment Mechanic I-B	Step A	28.3431	2267.45	4912.80	58953.65
		Step B	29.6755	2374.04	5143.75	61725.04
		Step C	30.5658	2445.26	5298.07	63576.86
		Step D	31.4828	2518.62	5457.02	65484.22
		Step E	32.4272	2594.18	5620.71	67448.58
		Step F	33.4001	2672.01	5789.35	69472.21
		Step G	34.4021	2752.17	5963.03	71556.37
		Step H	35.4341	2834.73	6141.91	73702.93
		Step I	36.4971	2919.77	6326.16	75913.97
		Step J	37.5921	3007.37	6515.96	78191.57
		Step K	38.7198	3097.58	6711.43	80537.18
		Step L	39.8814	3190.51	6912.78	82953.31



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5328B	Plant and Equipment Mechanic II-B	Step A	31.1797	2494.38	5404.48	64853.78
		Step B	32.6455	2611.64	5658.55	67902.64
		Step C	33.6249	2689.99	5828.32	69939.79
		Step D	34.6337	2770.70	6003.17	72038.10
		Step E	35.6727	2853.82	6183.27	74199.22
		Step F	36.7429	2939.43	6368.77	76425.23
		Step G	37.8451	3027.61	6559.82	78717.81
		Step H	38.9805	3118.44	6756.62	81079.44
		Step I	40.1499	3211.99	6959.32	83511.79
		Step J	41.3544	3308.35	7168.10	86017.15
		Step K	42.5950	3407.60	7383.13	88597.60
		Step L	43.8729	3509.83	7604.64	91255.63



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5595B	Power Engineer I-B	Step A	49.2329	3938.63	8533.70	102404.43
		Step B	51.5476	4123.81	8934.92	107219.01
		Step C	53.0940	4247.52	9202.96	110435.52
		Step D	54.6868	4374.94	9479.05	113748.54
		Step E	56.3274	4506.19	9763.42	117160.99
		Step F	58.0173	4641.38	10056.33	120675.98
		Step G	59.7578	4780.62	10358.02	124296.22
		Step H	61.5505	4924.04	10668.75	128025.04
		Step I	63.3970	5071.76	10988.81	131865.76
		Step J	65.2989	5223.91	11318.48	135821.71
		Step K	67.2579	5380.63	11658.04	139896.43
		Step L	69.2757	5542.06	12007.79	144093.46



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5596B	Power Engineer II-B	Step A	54.1576	4332.61	9387.32	112647.81
		Step B	56.7038	4536.30	9828.66	117943.90
		Step C	58.4050	4672.40	10123.53	121482.40
		Step D	60.1571	4812.57	10427.23	125126.77
		Step E	61.9618	4956.94	10740.05	128880.54
		Step F	63.8207	5105.66	11062.25	132747.06
		Step G	65.7353	5258.82	11394.12	136729.42
		Step H	67.7074	5416.59	11735.95	140831.39
		Step I	69.7386	5579.09	12088.02	145056.29
		Step J	71.8307	5746.46	12450.65	149407.86
		Step K	73.9857	5918.86	12824.19	153890.26
		Step L	76.2052	6096.42	13208.90	158506.82



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5590B	Power Plant Engineer I-B	Step A	49.2329	3938.63	8533.70	102404.43
		Step B	51.5476	4123.81	8934.92	107219.01
		Step C	53.0940	4247.52	9202.96	110435.52
		Step D	54.6868	4374.94	9479.05	113748.54
		Step E	56.3274	4506.19	9763.42	117160.99
		Step F	58.0173	4641.38	10056.33	120675.98
		Step G	59.7578	4780.62	10358.02	124296.22
		Step H	61.5505	4924.04	10668.75	128025.04
		Step I	63.3970	5071.76	10988.81	131865.76
		Step J	65.2989	5223.91	11318.48	135821.71
		Step K	67.2579	5380.63	11658.04	139896.43
		Step L	69.2757	5542.06	12007.79	144093.46



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5591B	Power Plant Engineer II-B	Step A	54.1562	4332.50	9387.07	112644.90
		Step B	56.7024	4536.19	9828.42	117940.99
		Step C	58.4035	4672.28	10123.27	121479.28
		Step D	60.1556	4812.45	10426.97	125123.65
		Step E	61.9602	4956.82	10739.77	128877.22
		Step F	63.8190	5105.52	11061.96	132743.52
		Step G	65.7336	5258.69	11393.82	136725.89
		Step H	67.7056	5416.45	11735.64	140827.65
		Step I	69.7368	5578.94	12087.71	145052.54
		Step J	71.8289	5746.31	12450.34	149404.11
		Step K	73.9837	5918.70	12823.84	153886.10
		Step L	76.2033	6096.26	13208.57	158502.86



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5526B	Power Plant Mechanic-B	Step A	49.5048	3960.38	8580.83	102969.98
		Step B	51.8322	4146.58	8984.25	107810.98
		Step C	53.3872	4270.98	9253.78	111045.38
		Step D	54.9888	4399.10	9531.39	114376.70
		Step E	56.6385	4531.08	9817.34	117808.08
		Step F	58.3376	4667.01	10111.85	121342.21
		Step G	60.0878	4807.02	10415.22	124982.62
		Step H	61.8904	4951.23	10727.67	128732.03
		Step I	63.7471	5099.77	11049.50	132593.97
		Step J	65.6595	5252.76	11380.98	136571.76
		Step K	67.6293	5410.34	11722.41	140668.94
		Step L	69.6582	5572.66	12074.09	144889.06



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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5522B	Power Plant Operator Technician I-B	Step A	47.1473	3771.78	8172.20	98066.38
		Step B	49.3640	3949.12	8556.43	102677.12
		Step C	50.8450	4067.60	8813.13	105757.60
		Step D	52.3703	4189.62	9077.52	108930.22
		Step E	53.9414	4315.31	9349.84	112198.11
		Step F	55.5597	4444.78	9630.35	115564.18
		Step G	57.2264	4578.11	9919.24	119030.91
		Step H	58.9432	4715.46	10216.82	122601.86
		Step I	60.7115	4856.92	10523.33	126279.92
		Step J	62.5329	5002.63	10839.04	130068.43
		Step K	64.4089	5152.71	11164.21	133970.51
		Step L	66.3411	5307.29	11499.12	137989.49



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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5523B	Power Plant Operator Technician II-B	Step A	51.8622	4148.98	8989.45	107873.38
		Step B	54.3004	4344.03	9412.07	112944.83
		Step C	55.9294	4474.35	9694.43	116333.15
		Step D	57.6073	4608.58	9985.27	119823.18
		Step E	59.3355	4746.84	10284.82	123417.84
		Step F	61.1155	4889.24	10593.35	127120.24
		Step G	62.9490	5035.92	10911.16	130933.92
		Step H	64.8375	5187.00	11238.50	134862.00
		Step I	66.7826	5342.61	11575.65	138907.81
		Step J	68.7861	5502.89	11922.92	143075.09
		Step K	70.8497	5667.98	12280.61	147367.38
		Step L	72.9751	5838.01	12649.02	151788.21



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IBEW International Brotherhood of
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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5401B	Predictive Maintenance Technician I-B	Step A	34.2185	2737.48	5931.21	71174.48
		Step B	35.8274	2866.19	6210.08	74520.99
		Step C	36.9022	2952.18	6396.38	76756.58
		Step D	38.0093	3040.74	6588.28	79059.34
		Step E	39.1495	3131.96	6785.91	81430.96
		Step F	40.3240	3225.92	6989.49	83873.92
		Step G	41.5337	3322.70	7199.17	86390.10
		Step H	42.7797	3422.38	7415.15	88981.78
		Step I	44.0631	3525.05	7637.60	91651.25
		Step J	45.3850	3630.80	7866.73	94400.80
		Step K	46.7466	3739.73	8102.74	97232.93
		Step L	48.1490	3851.92	8345.83	100149.92



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5402B	Predictive Maintenance Technician II-B	Step A	37.6403	3011.22	6524.32	78291.82
		Step B	39.4101	3152.81	6831.08	81973.01
		Step C	40.5924	3247.39	7036.02	84432.19
		Step D	41.8102	3344.82	7247.10	86965.22
		Step E	43.0645	3445.16	7464.51	89574.16
		Step F	44.3564	3548.51	7688.44	92261.31
		Step G	45.6871	3654.97	7919.10	95029.17
		Step H	47.0577	3764.62	8156.67	97880.02
		Step I	48.4694	3877.55	8401.36	100816.35
		Step J	49.9235	3993.88	8653.41	103840.88
		Step K	51.4212	4113.70	8913.01	106956.10
		Step L	52.9639	4237.11	9180.41	110164.91



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5533B	Preventative Maintenance Coordinator-B	Step A	37.7242	3017.94	6538.86	78466.34
		Step B	39.4979	3159.83	6846.30	82155.63
		Step C	40.6828	3254.62	7051.69	84620.22
		Step D	41.9033	3352.26	7263.24	87158.86
		Step E	43.1604	3452.83	7481.14	89773.63
		Step F	44.4552	3556.42	7705.57	92466.82
		Step G	45.7888	3663.10	7936.73	95240.70
		Step H	47.1625	3773.00	8174.83	98098.00
		Step I	48.5774	3886.19	8420.08	101040.99
		Step J	50.0347	4002.78	8672.68	104072.18
		Step K	51.5357	4122.86	8932.85	107194.26
		Step L	53.0818	4246.54	9200.85	110410.14



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5500B	Preventative Maintenance Technician I-B	Step A	31.1076	2488.61	5391.98	64703.81
		Step B	32.5703	2605.62	5645.52	67746.22
		Step C	33.5474	2683.79	5814.88	69778.59
		Step D	34.5538	2764.30	5989.33	71871.90
		Step E	35.5905	2847.24	6169.02	74028.24
		Step F	36.6582	2932.66	6354.09	76249.06
		Step G	37.7579	3020.63	6544.70	78536.43
		Step H	38.8907	3111.26	6741.05	80892.66
		Step I	40.0574	3204.59	6943.28	83319.39
		Step J	41.2591	3300.73	7151.58	85818.93
		Step K	42.4969	3399.75	7366.13	88393.55
		Step L	43.7718	3501.74	7587.11	91045.34



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
5502B	Preventative Maintenance Technician II-B	Step A	34.2185	2737.48	5931.21	71174.48
		Step B	35.8273	2866.18	6210.07	74520.78
		Step C	36.9021	2952.17	6396.36	76756.37
		Step D	38.0092	3040.74	6588.26	79059.14
		Step E	39.1494	3131.95	6785.90	81430.75
		Step F	40.3239	3225.91	6989.48	83873.71
		Step G	41.5336	3322.69	7199.16	86389.89
		Step H	42.7797	3422.38	7415.15	88981.78
		Step I	44.0630	3525.04	7637.59	91651.04
		Step J	45.3849	3630.79	7866.72	94400.59
		Step K	46.7465	3739.72	8102.73	97232.72
		Step L	48.1489	3851.91	8345.81	100149.71



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7020B	SCADA System Technician-B	Step A	37.6403	3011.22	6524.32	78291.82
		Step B	39.4101	3152.81	6831.08	81973.01
		Step C	40.5924	3247.39	7036.02	84432.19
		Step D	41.8102	3344.82	7247.10	86965.22
		Step E	43.0645	3445.16	7464.51	89574.16
		Step F	44.3564	3548.51	7688.44	92261.31
		Step G	45.6871	3654.97	7919.10	95029.17
		Step H	47.0577	3764.62	8156.67	97880.02
		Step I	48.4694	3877.55	8401.36	100816.35
		Step J	49.9235	3993.88	8653.41	103840.88
		Step K	51.4212	4113.70	8913.01	106956.10
		Step L	52.9639	4237.11	9180.41	110164.91



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7118B	Senior Electric Line Technician-B	Step A	63.0814	5046.51	10934.11	131209.31
		Step B	66.0471	5283.77	11448.16	137377.97
		Step C	68.0285	5442.28	11791.61	141499.28
		Step D	70.0694	5605.55	12145.36	145744.35
		Step E	72.1714	5773.71	12509.71	150116.51
		Step F	74.3366	5946.93	12885.01	154620.13
		Step G	76.5667	6125.34	13271.56	159258.74
		Step H	78.8637	6309.10	13669.71	164036.50
		Step I	81.2296	6498.37	14079.80	168957.57
		Step J	83.6665	6693.32	14502.19	174026.32
		Step K	86.1765	6894.12	14937.26	179247.12
		Step L	88.7618	7100.94	15385.38	184624.54



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7169B	Senior Electric Materials Technician-B	Step A	40.5939	3247.51	7036.28	84435.31
		Step B	42.5023	3400.18	7367.07	88404.78
		Step C	43.7774	3502.19	7588.08	91056.99
		Step D	45.0907	3607.26	7815.72	93788.66
		Step E	46.4434	3715.47	8050.19	96602.27
		Step F	47.8367	3826.94	8291.69	99500.34
		Step G	49.2719	3941.75	8540.46	102485.55
		Step H	50.7500	4060.00	8796.67	105560.00
		Step I	52.2725	4181.80	9060.57	108726.80
		Step J	53.8407	4307.26	9332.39	111988.66
		Step K	55.4559	4436.47	9612.36	115348.27
		Step L	57.1196	4569.57	9900.73	118808.77



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
1036B	Senior Electric Metering Systems Technician - B	Step A	59.2320	4738.56	10266.88	123202.56
		Step B	62.0169	4961.35	10749.60	128995.15
		Step C	63.8774	5110.19	11072.08	132864.99
		Step D	65.7937	5263.50	11404.24	136850.90
		Step E	67.7675	5421.40	11746.37	140956.40
		Step F	69.8005	5584.04	12098.75	145185.04
		Step G	71.8946	5751.57	12461.73	149540.77
		Step H	74.0514	5924.11	12835.58	154026.91
		Step I	76.2729	6101.83	13220.64	158647.63
		Step J	78.5611	6284.89	13617.26	163407.09
		Step K	80.9180	6473.44	14025.79	168309.44
		Step L	83.3455	6667.64	14446.55	173358.64



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7126B	Senior Electric Substation Technician-B	Step A	60.7686	4861.49	10533.22	126398.69
		Step B	63.6257	5090.06	11028.45	132341.46
		Step C	65.5345	5242.76	11359.31	136311.76
		Step D	67.5005	5400.04	11700.09	140401.04
		Step E	69.5255	5562.04	12051.09	144613.04
		Step F	71.6100	5728.80	12412.40	148948.80
		Step G	73.7596	5900.77	12785.00	153419.97
		Step H	75.9724	6077.79	13168.55	158022.59
		Step I	78.2516	6260.13	13563.61	162763.33
		Step J	80.5991	6447.93	13970.51	167646.13
		Step K	83.0171	6641.37	14389.63	172675.57
		Step L	85.5076	6840.61	14821.32	177855.81



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7168B	Senior Electric System Dispatcher-B	Step A	69.3895	5551.16	12027.51	144330.16
		Step B	72.6518	5812.14	12592.98	151115.74
		Step C	74.8313	5986.50	12970.76	155649.10
		Step D	77.0763	6166.10	13359.89	160318.70
		Step E	79.3886	6351.09	13760.69	165128.29
		Step F	81.7702	6541.62	14173.50	170082.02
		Step G	84.2233	6737.86	14598.71	175184.46
		Step H	86.7500	6940.00	15036.67	180440.00
		Step I	89.3525	7148.20	15487.77	185853.20
		Step J	92.0331	7362.65	15952.40	191428.85
		Step K	94.7941	7583.53	16430.98	197171.73
		Step L	97.6379	7811.03	16923.90	203086.83



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7170B	Senior Electronic Technician-B	Step A	46.2973	3703.78	8024.87	96298.38
		Step B	47.6862	3814.90	8265.61	99187.30
		Step C	49.1168	3929.34	8513.58	102162.94
		Step D	50.5903	4047.22	8768.99	105227.82
		Step E	52.1080	4168.64	9032.05	108384.64
		Step F	53.6713	4293.70	9303.03	111636.30
		Step G	55.2814	4422.51	9582.11	114985.31
		Step H	56.9399	4555.19	9869.58	118434.99
		Step I	58.6481	4691.85	10165.67	121988.05
		Step J	60.4075	4832.60	10470.63	125647.60
		Step K	62.2197	4977.58	10784.75	129416.98
		Step L	64.0863	5126.90	11108.29	133299.50



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7205B	Senior Plant and Equipment Mechanic-B	Step A	34.2950	2743.60	5944.47	71333.60
		Step B	35.9073	2872.58	6223.93	74687.18
		Step C	36.9845	2958.76	6410.65	76927.76
		Step D	38.0941	3047.53	6602.98	79235.73
		Step E	39.2369	3138.95	6801.06	81612.75
		Step F	40.4140	3233.12	7005.09	84061.12
		Step G	41.6264	3330.11	7215.24	86582.91
		Step H	42.8752	3430.02	7431.70	89180.42
		Step I	44.1615	3532.92	7654.66	91855.92
		Step J	45.4863	3638.90	7884.29	94611.50
		Step K	46.8509	3748.07	8120.82	97449.87
		Step L	48.2564	3860.51	8364.44	100373.31



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7152B	Senior Power Plant Operator Technician-B	Step A	57.0482	4563.86	9888.35	118660.26
		Step B	59.7305	4778.44	10353.29	124239.44
		Step C	61.5224	4921.79	10663.88	127966.59
		Step D	63.3680	5069.44	10983.79	131805.44
		Step E	65.2691	5221.53	11313.31	135759.73
		Step F	67.2272	5378.18	11652.71	139832.58
		Step G	69.2440	5539.52	12002.29	144027.52
		Step H	71.3213	5705.70	12362.36	148348.30
		Step I	73.4609	5876.87	12733.22	152798.67
		Step J	75.6648	6053.18	13115.23	157382.78
		Step K	77.9347	6234.78	13508.68	162104.18
		Step L	80.2727	6421.82	13913.93	166967.22



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7284B	Senior Preventative Maintenance Technician-B	Step A	41.4043	3312.34	7176.75	86120.94
		Step B	43.3512	3468.10	7514.21	90170.50
		Step C	44.6517	3572.14	7739.63	92875.54
		Step D	45.9913	3679.30	7971.83	95661.90
		Step E	47.3710	3789.68	8210.97	98531.68
		Step F	48.7921	3903.37	8457.30	101487.57
		Step G	50.2559	4020.47	8711.02	104532.27
		Step H	51.7636	4141.09	8972.36	107668.29
		Step I	53.3165	4265.32	9241.53	110898.32
		Step J	54.9160	4393.28	9518.77	114225.28
		Step K	56.5634	4525.07	9804.32	117651.87
		Step L	58.2603	4660.82	10098.45	121181.42



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9559B	Senior SCADA System Technician-B	Step A	41.4043	3312.34	7176.75	86120.94
		Step B	43.3512	3468.10	7514.21	90170.50
		Step C	44.6517	3572.14	7739.63	92875.54
		Step D	45.9913	3679.30	7971.83	95661.90
		Step E	47.3710	3789.68	8210.97	98531.68
		Step F	48.7921	3903.37	8457.30	101487.57
		Step G	50.2559	4020.47	8711.02	104532.27
		Step H	51.7636	4141.09	8972.36	107668.29
		Step I	53.3165	4265.32	9241.53	110898.32
		Step J	54.9160	4393.28	9518.77	114225.28
		Step K	56.5634	4525.07	9804.32	117651.87
		Step L	58.2603	4660.82	10098.45	121181.42



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Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7202B	Senior Wastewater Utility Maintenance Worker-B	Step A	29.8749	2389.99	5178.32	62139.79
		Step B	31.2795	2502.36	5421.78	65061.36
		Step C	32.2178	2577.42	5584.42	67013.02
		Step D	33.1844	2654.75	5751.96	69023.55
		Step E	34.1799	2734.39	5924.52	71094.19
		Step F	35.2053	2816.42	6102.25	73227.02
		Step G	36.2615	2900.92	6285.33	75423.92
		Step H	37.3493	2987.94	6473.88	77686.54
		Step I	38.4698	3077.58	6668.10	80017.18
		Step J	39.6239	3169.91	6868.14	82417.71
		Step K	40.8126	3265.01	7074.18	84890.21
		Step L	42.0370	3362.96	7286.41	87436.96



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:03/25/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
7204B	Senior Water Distribution Worker-B	Step A	29.8749	2389.99	5178.32	62139.79
		Step B	31.2795	2502.36	5421.78	65061.36
		Step C	32.2178	2577.42	5584.42	67013.02
		Step D	33.1844	2654.75	5751.96	69023.55
		Step E	34.1799	2734.39	5924.52	71094.19
		Step F	35.2053	2816.42	6102.25	73227.02
		Step G	36.2615	2900.92	6285.33	75423.92
		Step H	37.3493	2987.94	6473.88	77686.54
		Step I	38.4698	3077.58	6668.10	80017.18
		Step J	39.6239	3169.91	6868.14	82417.71
		Step K	40.8126	3265.01	7074.18	84890.21
		Step L	42.0370	3362.96	7286.41	87436.96



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:03/25/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2375B	Traffic Signal Maintenance Worker I-B	Step A	27.1588	2172.70	4707.53	56490.30
		Step B	28.4356	2274.85	4928.84	59146.05
		Step C	29.2887	2343.10	5076.71	60920.50
		Step D	30.1674	2413.39	5229.02	62748.19
		Step E	31.0724	2485.79	5385.88	64630.59
		Step F	32.0046	2560.37	5547.46	66569.57
		Step G	32.9647	2637.18	5713.88	68566.58
		Step H	33.9536	2716.29	5885.29	70623.49
		Step I	34.9723	2797.78	6061.87	72742.38
		Step J	36.0214	2881.71	6243.71	74924.51
		Step K	37.1021	2968.17	6431.03	77172.37
		Step L	38.2151	3057.21	6623.95	79487.41



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:03/25/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
2376B	Traffic Signal Maintenance Worker II-B	Step A	29.8746	2389.97	5178.26	62139.17
		Step B	31.2792	2502.34	5421.73	65060.74
		Step C	32.2176	2577.41	5584.38	67012.61
		Step D	33.1841	2654.73	5751.91	69022.93
		Step E	34.1796	2734.37	5924.46	71093.57
		Step F	35.2050	2816.40	6102.20	73226.40
		Step G	36.2612	2900.90	6285.27	75423.30
		Step H	37.3490	2987.92	6473.83	77685.92
		Step I	38.4695	3077.56	6668.05	80016.56
		Step J	39.6236	3169.89	6868.09	82417.09
		Step K	40.8123	3264.98	7074.13	84889.58
		Step L	42.0366	3362.93	7286.34	87436.13



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:03/25/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9027B	Wastewater Utility Maintenance Worker I-B	Step A	24.6905	1975.24	4279.69	51356.24
		Step B	25.8514	2068.11	4480.91	53770.91
		Step C	26.6270	2130.16	4615.35	55384.16
		Step D	27.4258	2194.06	4753.81	57045.66
		Step E	28.2486	2259.89	4896.42	58757.09
		Step F	29.0960	2327.68	5043.31	60519.68
		Step G	29.9689	2397.51	5194.61	62335.31
		Step H	30.8680	2469.44	5350.45	64205.44
		Step I	31.7940	2543.52	5510.96	66131.52
		Step J	32.7478	2619.82	5676.29	68115.42
		Step K	33.7303	2698.42	5846.59	70159.02
		Step L	34.7422	2779.38	6021.98	72263.78



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:03/25/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9029B	Wastewater Utility Maintenance Worker II-B	Step A	27.1591	2172.73	4707.58	56490.93
		Step B	28.4359	2274.87	4928.89	59146.67
		Step C	29.2890	2343.12	5076.76	60921.12
		Step D	30.1677	2413.42	5229.07	62748.82
		Step E	31.0727	2485.82	5385.93	64631.22
		Step F	32.0049	2560.39	5547.52	66570.19
		Step G	32.9651	2637.21	5713.95	68567.41
		Step H	33.9540	2716.32	5885.36	70624.32
		Step I	34.9726	2797.81	6061.92	72743.01
		Step J	36.0218	2881.74	6243.78	74925.34
		Step K	37.1025	2968.20	6431.10	77173.20
		Step L	38.2155	3057.24	6624.02	79488.24



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:03/25/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9078B	Water Conservation Specialist-B	Step A	29.8749	2389.99	5178.32	62139.79
		Step B	31.2795	2502.36	5421.78	65061.36
		Step C	32.2178	2577.42	5584.42	67013.02
		Step D	33.1844	2654.75	5751.96	69023.55
		Step E	34.1799	2734.39	5924.52	71094.19
		Step F	35.2053	2816.42	6102.25	73227.02
		Step G	36.2615	2900.92	6285.33	75423.92
		Step H	37.3493	2987.94	6473.88	77686.54
		Step I	38.4698	3077.58	6668.10	80017.18
		Step J	39.6239	3169.91	6868.14	82417.71
		Step K	40.8126	3265.01	7074.18	84890.21
		Step L	42.0370	3362.96	7286.41	87436.96



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:03/25/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9049B	Water Conservation Worker I-B	Step A	24.6905	1975.24	4279.69	51356.24
		Step B	25.8514	2068.11	4480.91	53770.91
		Step C	26.6270	2130.16	4615.35	55384.16
		Step D	27.4258	2194.06	4753.81	57045.66
		Step E	28.2486	2259.89	4896.42	58757.09
		Step F	29.0960	2327.68	5043.31	60519.68
		Step G	29.9689	2397.51	5194.61	62335.31
		Step H	30.8680	2469.44	5350.45	64205.44
		Step I	31.7940	2543.52	5510.96	66131.52
		Step J	32.7478	2619.82	5676.29	68115.42
		Step K	33.7303	2698.42	5846.59	70159.02
		Step L	34.7422	2779.38	6021.98	72263.78



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:03/25/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9051B	Water Conservation Worker II-B	Step A	27.1591	2172.73	4707.58	56490.93
		Step B	28.4359	2274.87	4928.89	59146.67
		Step C	29.2890	2343.12	5076.76	60921.12
		Step D	30.1677	2413.42	5229.07	62748.82
		Step E	31.0727	2485.82	5385.93	64631.22
		Step F	32.0049	2560.39	5547.52	66570.19
		Step G	32.9651	2637.21	5713.95	68567.41
		Step H	33.9540	2716.32	5885.36	70624.32
		Step I	34.9726	2797.81	6061.92	72743.01
		Step J	36.0218	2881.74	6243.78	74925.34
		Step K	37.1025	2968.20	6431.10	77173.20
		Step L	38.2155	3057.24	6624.02	79488.24



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:03/25/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9246B	Water Distribution Worker I-B	Step A	24.6905	1975.24	4279.69	51356.24
		Step B	25.8514	2068.11	4480.91	53770.91
		Step C	26.6270	2130.16	4615.35	55384.16
		Step D	27.4258	2194.06	4753.81	57045.66
		Step E	28.2486	2259.89	4896.42	58757.09
		Step F	29.0960	2327.68	5043.31	60519.68
		Step G	29.9689	2397.51	5194.61	62335.31
		Step H	30.8680	2469.44	5350.45	64205.44
		Step I	31.7940	2543.52	5510.96	66131.52
		Step J	32.7478	2619.82	5676.29	68115.42
		Step K	33.7303	2698.42	5846.59	70159.02
		Step L	34.7422	2779.38	6021.98	72263.78



City of Roseville

Salary Schedule: International Brotherhood of Electrical Workers-B

Appendix:C
Effective Date:03/25/2023

IBEW International Brotherhood of
Electrical Workers

Grade Code	Grade Name	Step Name	Hourly	Bi-Weekly	Monthly	Annual
9248B	Water Distribution Worker II-B	Step A	27.1591	2172.73	4707.58	56490.93
		Step B	28.4359	2274.87	4928.89	59146.67
		Step C	29.2890	2343.12	5076.76	60921.12
		Step D	30.1677	2413.42	5229.07	62748.82
		Step E	31.0727	2485.82	5385.93	64631.22
		Step F	32.0049	2560.39	5547.52	66570.19
		Step G	32.9651	2637.21	5713.95	68567.41
		Step H	33.9540	2716.32	5885.36	70624.32
		Step I	34.9726	2797.81	6061.92	72743.01
		Step J	36.0218	2881.74	6243.78	74925.34
		Step K	37.1025	2968.20	6431.10	77173.20
		Step L	38.2155	3057.24	6624.02	79488.24

Position Allocation Control Report

Effective Date: 3/25/23

Position Code	Position Title	Allocated FTE
CAO220245001	Assistant City Attorney	1
CAO221200001	City Attorney	1
CAO221658002	Deputy City Attorney I/II	1
CAO221658001	Deputy City Attorney I/II	1
CAO224096002	Legal Clerk I/II	1
CAO224096001	Legal Clerk I/II	1
CAO225015001	Paralegal	1
CAO227123003	Senior Deputy City Attorney	1
CAO227123002	Senior Deputy City Attorney	1
CAO227123001	Senior Deputy City Attorney	1
Total for Department:		CAO City Attorney 10

Position Code	Position Title	Allocated FTE
CCD360250001	Assistant City Clerk	1
CCD361220001	City Clerk	1
CCD361227005	City Clerk Technician I/II	1
CCD361227004	City Clerk Technician I/II	1
CCD361227003	City Clerk Technician I/II	1
CCD361227002	City Clerk Technician I/II	1
CCD361227001	City Clerk Technician I/II	1
CCD361665002	Deputy City Clerk I/II	1
CCD361665001	Deputy City Clerk I/II	1
CCD369548006	Passport/Livescan Agent	0.5
CCD369548004	Passport/Livescan Agent	0.5
CCD369548002	Passport/Livescan Agent	1
CCD369548001	Passport/Livescan Agent	1
Total for Department:		CCD City Clerk Department 12

Position Code	Position Title	Allocated FTE
CMO140325002	Assistant City Manager	1
CMO140325001	Assistant City Manager	1
CMO141240001	City Manager	1
CMO142551002	Executive Assistant	1
CMO142551001	Executive Assistant	1
CMO1414449001	Management Analyst - City Manager	1
CMO144457001	Management Assistant I/II	1
Total for Department:		CMO City Manager 7

Position Code	Position Title	Allocated FTE
DSD660071001	Administrative Assistant	1
DSD660084001	Administrative Technician	1
DSD661005005	Associate (PE)/Assistant/Junior Engineer	1

DSD661005004	Associate (PE)/Assistant/Junior Engineer	1
DSD661005003	Associate (PE)/Assistant/Junior Engineer	1
DSD661005002	Associate (PE)/Assistant/Junior Engineer	1
DSD661005001	Associate (PE)/Assistant/Junior Engineer	1
DSD660820003	Associate Engineer	1
DSD660820001	Associate Engineer	1
DSD660900006	Associate/Assistant Planner	1
DSD660900005	Associate/Assistant Planner	1
DSD660900004	Associate/Assistant Planner	1
DSD660900003	Associate/Assistant Planner	1
DSD660900002	Associate/Assistant Planner	1
DSD660900001	Associate/Assistant Planner	1
DSD661017001	Building Inspection Supervisor	1
DSD661019008	Building Inspector I/II	1
DSD661019007	Building Inspector I/II	1
DSD661019006	Building Inspector I/II	1
DSD661019005	Building Inspector I/II	1
DSD661019004	Building Inspector I/II	1
DSD661019003	Building Inspector I/II	1
DSD661019002	Building Inspector I/II	1
DSD661019001	Building Inspector I/II	1
DSD661043001	Building Official	1
DSD661047004	Building Plans Examiner I/II	1
DSD661047003	Building Plans Examiner I/II	1
DSD661047002	Building Plans Examiner I/II	1
DSD661047001	Building Plans Examiner I/II	1
DSD661369005	Code Enforcement Inspector I/II	1
DSD661369004	Code Enforcement Inspector I/II	1
DSD661369003	Code Enforcement Inspector I/II	1
DSD661369002	Code Enforcement Inspector I/II	1
DSD661369001	Code Enforcement Inspector I/II	1
DSD661368001	Code Enforcement Supervisor	1
DSD661027001	Construction Inspection Superintendent	1
DSD661248001	Construction Inspection Supervisor	1
DSD661434005	Construction Inspector I/II	1
DSD661434004	Construction Inspector I/II	1
DSD661434003	Construction Inspector I/II	1
DSD661434002	Construction Inspector I/II	1
DSD661434001	Construction Inspector I/II	1
DSD661280001	Development Services Administrator	1
DSD661096002	Development Services Business Analyst I/II	1
DSD661096001	Development Services Business Analyst I/II	1
DSD661676001	Development Services Director	1
DSD661695001	Development Services Manager	1
DSD661672004	Development Technician I/II	1
DSD661672003	Development Technician I/II	1
DSD661672002	Development Technician I/II	1

DSD661672001	Development Technician I/II	1
DSD661277001	Engineering Manager	1
DSD662540001	Environmental Coordinator	1
DSD663412001	GIS Analyst I/II	1
DSD662214001	GIS Technician I/II	1
DSD660050001	Management Analyst I/II	1
DSD664957002	Office Assistant I/II	1
DSD664957001	Office Assistant I/II	1
DSD665279004	Permit Technician I/II	1
DSD665279003	Permit Technician I/II	1
DSD665279002	Permit Technician I/II	1
DSD665279001	Permit Technician I/II	1
DSD661501001	Permits Supervisor	1
DSD665309001	Planning Manager	1
DSD665514001	Principal Engineer	1
DSD667117001	Senior Building Inspector	1
DSD667195001	Senior Building Plans Examiner	1
DSD667121002	Senior Construction Inspector	1
DSD667121001	Senior Construction Inspector	1
DSD661097001	Senior Development Services Business Analyst	1
DSD667142003	Senior Engineer	1
DSD667142002	Senior Engineer	1
DSD661502001	Senior Permits Technician	1
DSD667180002	Senior Planner	1
DSD667180001	Senior Planner	1

Total for Department:	DSD Development Services Department	75
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Position Code	Position Title	Allocated FTE
EDD541675001	Economic Development Analyst I/II	1
EDD541710001	Economic Development Director	1
EDD541001002	Economic Development Project Manager	1
EDD541001001	Economic Development Project Manager	1
EDD543402003	Housing Analyst I/II	1
EDD543402002	Housing Analyst I/II	1
EDD543402001	Housing Analyst I/II	1
EDD543589001	Housing Manager	1
EDD543590001	Housing Supervisor	1
EDD543592004	Housing Technician I/II	1
EDD543592003	Housing Technician I/II	1
EDD543592002	Housing Technician I/II	1
EDD543592001	Housing Technician I/II	1
EDD540050001	Management Analyst I/II	1
EDD544957001	Office Assistant I/II	1
EDD547148001	Senior Housing Technician	1

Total for Department:	EDD Economic Development Department	16
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Position Code	Position Title	Allocated FTE
ELE701505001	AMI Project Manager	1
ELE700071001	Administrative Assistant	1
ELE700084005	Administrative Technician	1
ELE700084003	Administrative Technician	1
ELE700084002	Administrative Technician	1
ELE700084001	Administrative Technician	1
ELE700395003	Assistant Electric Utility Director	1
ELE700395002	Assistant Electric Utility Director	1
ELE700395001	Assistant Electric Utility Director	1
ELE701067008	Associate/Assistant Electric Analyst	1
ELE701067007	Associate/Assistant Electric Analyst	1
ELE701067006	Associate/Assistant Electric Analyst	1
ELE701067005	Associate/Assistant Electric Analyst	1
ELE701067004	Associate/Assistant Electric Analyst	1
ELE701067003	Associate/Assistant Electric Analyst	1
ELE701067002	Associate/Assistant Electric Analyst	1
ELE701067001	Associate/Assistant Electric Analyst	1
ELE701548002	Data Management Specialist I/II	1
ELE701548001	Data Management Specialist I/II	1
ELE701645001	Department Public Information Officer	1
ELE701312008	Electric Business Analyst I/II	1
ELE701312006	Electric Business Analyst I/II	1
ELE701312004	Electric Business Analyst I/II	1
ELE701312003	Electric Business Analyst I/II	1
ELE701312002	Electric Business Analyst I/II	1
ELE701312001	Electric Business Analyst I/II	1
ELE701312007	Electric Business Analyst I/II	1
ELE702335002	Electric Compliance Analyst I/II	1
ELE702335001	Electric Compliance Analyst I/II	1
ELE706285001	Electric Customer Programs Supervisor	1
ELE702330002	Electric Drafting Technician I/II	1
ELE702345005	Electric Engineering Technician I/II	1
ELE702345004	Electric Engineering Technician I/II	1
ELE702345003	Electric Engineering Technician I/II	1
ELE702345001	Electric Engineering Technician I/II	1
ELE702284001	Electric Engineering Technician Supervisor	1
ELE702286003	Electric Line Troubleshooter	1
ELE702286002	Electric Line Troubleshooter	1
ELE702286001	Electric Line Troubleshooter	1
ELE702212004	Electric Materials Technician I/II	1
ELE702212003	Electric Materials Technician I/II	1
ELE702212002	Electric Materials Technician I/II	1
ELE702212001	Electric Materials Technician I/II	1
ELE702338001	Electric Operations Manager	1
ELE702339002	Electric Operations Supervisor	1
ELE702339001	Electric Operations Supervisor	1
ELE702254001	Electric Preventive Data System Technician	1
ELE702316005	Electric Resources Planner I/II	1
ELE702316003	Electric Resources Planner I/II	1
ELE702316002	Electric Resources Planner I/II	1
ELE702316001	Electric Resources Planner I/II	1
ELE702216001	Electric Risk and Compliance Supervisor	1
ELE702319001	Electric Substation Supervisor	1
ELE702350003	Electric System Dispatcher	1

ELE702350002	Electric System Dispatcher	1
ELE702350001	Electric System Dispatcher	1
ELE702359003	Electric Technology System Technician	1
ELE702359002	Electric Technology System Technician	1
ELE702359001	Electric Technology System Technician	1
ELE709560001	Electric Technology Systems Administrator	1
ELE702320001	Electric Utility Director	1
ELE702215001	Electric Utility Financial Administrator	1
ELE709250003	Electric Utility Inspection Technician	1
ELE709250002	Electric Utility Inspection Technician	1
ELE709250001	Electric Utility Inspection Technician	1
ELE702285015	Electric/Apprentice Line Technician	1
ELE702285014	Electric/Apprentice Line Technician	1
ELE702285013	Electric/Apprentice Line Technician	1
ELE702285012	Electric/Apprentice Line Technician	1
ELE702285011	Electric/Apprentice Line Technician	1
ELE702285010	Electric/Apprentice Line Technician	1
ELE702285009	Electric/Apprentice Line Technician	1
ELE702285008	Electric/Apprentice Line Technician	1
ELE702285007	Electric/Apprentice Line Technician	1
ELE702285006	Electric/Apprentice Line Technician	1
ELE702285005	Electric/Apprentice Line Technician	1
ELE702285004	Electric/Apprentice Line Technician	1
ELE702285003	Electric/Apprentice Line Technician	1
ELE702285002	Electric/Apprentice Line Technician	1
ELE702285001	Electric/Apprentice Line Technician	1
ELE701085005	Electric/Apprentice Metering System Technician	1
ELE701085004	Electric/Apprentice Metering System Technician	1
ELE701085003	Electric/Apprentice Metering System Technician	1
ELE701085002	Electric/Apprentice Metering System Technician	1
ELE701085001	Electric/Apprentice Metering System Technician	1
ELE701083012	Electric/Apprentice Substation Technician	1
ELE701083011	Electric/Apprentice Substation Technician	1
ELE701083010	Electric/Apprentice Substation Technician	1
ELE701083009	Electric/Apprentice Substation Technician	1
ELE701083008	Electric/Apprentice Substation Technician	1
ELE701083007	Electric/Apprentice Substation Technician	1
ELE701083006	Electric/Apprentice Substation Technician	1
ELE701083005	Electric/Apprentice Substation Technician	1
ELE701083004	Electric/Apprentice Substation Technician	1
ELE701083003	Electric/Apprentice Substation Technician	1
ELE701083002	Electric/Apprentice Substation Technician	1
ELE701083001	Electric/Apprentice Substation Technician	1
ELE702466003	Energy Program Technician	1
ELE702466002	Energy Program Technician	1
ELE702501003	Energy Services Account Representative I/II	1
ELE702501002	Energy Services Account Representative I/II	1
ELE702501001	Energy Services Account Representative I/II	1
ELE701082001	Generation Maintenance Scheduler-Coordinator	1
ELE701648001	Government Relations Representative I/II	1
ELE703608003	Instrument and Control Technician	1
ELE703608002	Instrument and Control Technician	1
ELE703608001	Instrument and Control Technician	1
ELE704517002	Marketing and Communication Analyst I/II	0.5
ELE704517001	Marketing and Communication Analyst I/II	1
ELE704540003	Meter Reader	1
ELE704540002	Meter Reader	1

ELE704540001	Meter Reader	1
ELE704957004	Office Assistant I/II	1
ELE704957003	Office Assistant I/II	1
ELE704957002	Office Assistant I/II	1
ELE704957001	Office Assistant I/II	1
ELE705596004	Power Engineer I/II	1
ELE705596003	Power Engineer I/II	1
ELE705596002	Power Engineer I/II	1
ELE705596001	Power Engineer I/II	1
ELE705505001	Power Engineering Manager	1
ELE705600001	Power Generation Superintendent	1
ELE705591002	Power Plant Engineer I/II	1
ELE705591001	Power Plant Engineer I/II	1
ELE705526003	Power Plant Mechanic	1
ELE705526002	Power Plant Mechanic	1
ELE705526001	Power Plant Mechanic	1
ELE705530002	Power Plant Operations and Maintenance Supervisor	1
ELE705530001	Power Plant Operations and Maintenance Supervisor	1
ELE705523009	Power Plant Operator Technician I/II	1
ELE705523008	Power Plant Operator Technician I/II	1
ELE705523007	Power Plant Operator Technician I/II	1
ELE705523006	Power Plant Operator Technician I/II	1
ELE705523005	Power Plant Operator Technician I/II	1
ELE705523004	Power Plant Operator Technician I/II	1
ELE705523003	Power Plant Operator Technician I/II	1
ELE705523002	Power Plant Operator Technician I/II	1
ELE705523001	Power Plant Operator Technician I/II	1
ELE705535001	Power Supply and Portfolio Administrator	1
ELE707128004	Senior Electric Business Analyst	1
ELE707128003	Senior Electric Business Analyst	1
ELE707128002	Senior Electric Business Analyst	1
ELE707128001	Senior Electric Business Analyst	1
ELE707118005	Senior Electric Line Technician	1
ELE707118004	Senior Electric Line Technician	1
ELE707118003	Senior Electric Line Technician	1
ELE707118002	Senior Electric Line Technician	1
ELE707118001	Senior Electric Line Technician	1
ELE707169001	Senior Electric Materials Technician	1
ELE701036001	Senior Electric Metering Systems Technician	1
ELE707126003	Senior Electric Substation Technician	1
ELE707126002	Senior Electric Substation Technician	1
ELE707126001	Senior Electric Substation Technician	1
ELE707168001	Senior Electric System Dispatcher	1
ELE701023001	Senior Electric Technology Systems Analyst	1
ELE707163002	Senior Energy Services Account Representative	1
ELE707163001	Senior Energy Services Account Representative	1
ELE707161001	Senior GIS Analyst	1
ELE707151002	Senior Power Engineer	1
ELE707151001	Senior Power Engineer	1
ELE705555001	Senior Power Plant Engineer	1
ELE707152004	Senior Power Plant Operator Technician	1
ELE707152003	Senior Power Plant Operator Technician	1
ELE707152002	Senior Power Plant Operator Technician	1
ELE707152001	Senior Power Plant Operator Technician	1
ELE701029002	Senior Utility Billing Analyst	1
ELE701029001	Senior Utility Billing Analyst	1

ELE701103001	Senior Utility Billing Customer Service Field Representative	1
ELE701044003	Senior Utility Customer Service Specialist	1
ELE701044002	Senior Utility Customer Service Specialist	1
ELE701044001	Senior Utility Customer Service Specialist	1
ELE703315005	Utility Billing Analyst I/II	1
ELE703315004	Utility Billing Analyst I/II	1
ELE703315003	Utility Billing Analyst I/II	1
ELE703315002	Utility Billing Analyst I/II	1
ELE703315001	Utility Billing Analyst I/II	1
ELE701104001	Utility Billing Customer Service Field Rep I/II	1
ELE70920001	Utility Billing Operations Manager	1
ELE701041001	Utility Billing and Field Services Supervisor	1
ELE701049015	Utility Customer Service Representative I/II	1
ELE701049014	Utility Customer Service Representative I/II	1
ELE701049013	Utility Customer Service Representative I/II	1
ELE701049012	Utility Customer Service Representative I/II	1
ELE701049011	Utility Customer Service Representative I/II	0.75
ELE701049010	Utility Customer Service Representative I/II	0.5
ELE701049009	Utility Customer Service Representative I/II	1
ELE701049008	Utility Customer Service Representative I/II	0.5
ELE701049007	Utility Customer Service Representative I/II	1
ELE701049006	Utility Customer Service Representative I/II	1
ELE701049005	Utility Customer Service Representative I/II	1
ELE701049004	Utility Customer Service Representative I/II	1
ELE701049001	Utility Customer Service Representative I/II	1
ELE701046005	Utility Customer Service Specialist I/II	1
ELE701046004	Utility Customer Service Specialist I/II	1
ELE701046003	Utility Customer Service Specialist I/II	1
ELE701046002	Utility Customer Service Specialist I/II	1
ELE701046001	Utility Customer Service Specialist I/II	1
ELE701042001	Utility Customer Service Supervisor	1
ELE701646001	Utility Government Relations Administrator	1

Total for Department:	ELE Electric Department	197.25
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Position Code	Position Title	Allocated FTE
EUD740071001	Administrative Assistant	1
EUD741003001	Administrative Supervisor	1
EUD740084004	Administrative Technician	1
EUD740084003	Administrative Technician	1
EUD740084002	Administrative Technician	1
EUD740084001	Administrative Technician	1
EUD740411003	Assistant Environmental Utilities Director	1
EUD740411001	Assistant Environmental Utilities Director	1
EUD741005002	Associate (PE)/Assistant/Junior Engineer	1
EUD741005001	Associate (PE)/Assistant/Junior Engineer	1
EUD740820002	Associate Engineer	1
EUD740820001	Associate Engineer	1
EUD741548003	Data Management Specialist I/II	1
EUD741548002	Data Management Specialist I/II	1
EUD741548001	Data Management Specialist I/II	1
EUD749561001	Data Management System Administrator	1
EUD741645001	Department Public Information Officer	1
EUD741672001	Development Technician I/II	1

EUD749550001	ERP Business Analyst I/II	1
EUD741350002	Engineering Technician I/II	1
EUD741350001	Engineering Technician I/II	1
EUD742544002	Environmental Compliance Specialist I/II	1
EUD742544001	Environmental Compliance Specialist I/II	1
EUD742548001	Environmental Utilities Business Administrator	1
EUD742547004	Environmental Utilities Business Analyst I/II	1
EUD742547003	Environmental Utilities Business Analyst I/II	1
EUD742547002	Environmental Utilities Business Analyst I/II	1
EUD742547001	Environmental Utilities Business Analyst I/II	1
EUD741684001	Environmental Utilities Director	1
EUD741038006	Environmental Utilities Instrument and Control Technician I/II	1
EUD741038005	Environmental Utilities Instrument and Control Technician I/II	1
EUD741038004	Environmental Utilities Instrument and Control Technician I/II	1
EUD741038003	Environmental Utilities Instrument and Control Technician I/II	1
EUD741038002	Environmental Utilities Instrument and Control Technician I/II	1
EUD741038001	Environmental Utilities Instrument and Control Technician I/II	1
EUD741024001	Environmental Utilities Maintenance Superintendent	1
EUD742541003	Environmental Utility Compliance Administrator	1
EUD742541002	Environmental Utility Compliance Administrator	1
EUD742541001	Environmental Utility Compliance Administrator	1
EUD743412003	GIS Analyst I/II	1
EUD743412002	GIS Analyst I/II	1
EUD743412001	GIS Analyst I/II	1
EUD741648001	Government Relations Representative I/II	1
EUD743604001	Industrial Waste Specialist	1
EUD743610002	Industrial Waste Technician	1
EUD743732002	Interpretive Services Specialist I/II	1
EUD743732001	Interpretive Services Specialist I/II	1
EUD744020005	Laboratory Technician I/II	1
EUD744020004	Laboratory Technician I/II	1
EUD744020003	Laboratory Technician I/II	1
EUD744020001	Laboratory Technician I/II	1
EUD740050001	Management Analyst I/II	1
EUD744517003	Marketing and Communication Analyst I/II	1
EUD744517002	Marketing and Communication Analyst I/II	1
EUD744520002	Materials Technician	1
EUD744520001	Materials Technician	1
EUD744957012	Office Assistant I/II	1
EUD744957011	Office Assistant I/II	1
EUD744957010	Office Assistant I/II	1
EUD744957009	Office Assistant I/II	1
EUD744957008	Office Assistant I/II	1
EUD744957006	Office Assistant I/II	1
EUD744957005	Office Assistant I/II	1
EUD744957004	Office Assistant I/II	1
EUD744957003	Office Assistant I/II	1
EUD744957002	Office Assistant I/II	1
EUD744957001	Office Assistant I/II	1
EUD741028001	Organics Truck Driver	1
EUD745319003	Plant and Equipment Maintenance Worker I/II	1
EUD745319002	Plant and Equipment Maintenance Worker I/II	1
EUD745319001	Plant and Equipment Maintenance Worker I/II	1

EUD745328006	Plant and Equipment Mechanic I/II	1
EUD745328005	Plant and Equipment Mechanic I/II	1
EUD745328004	Plant and Equipment Mechanic I/II	1
EUD745328003	Plant and Equipment Mechanic I/II	1
EUD745328002	Plant and Equipment Mechanic I/II	1
EUD745328001	Plant and Equipment Mechanic I/II	1
EUD745402001	Predictive Maintenance Technician I/II	1
EUD745533002	Preventative Maintenance Coordinator	1
EUD745533001	Preventative Maintenance Coordinator	1
EUD745519002	Preventative Maintenance Supervisor	1
EUD745519001	Preventative Maintenance Supervisor	1
EUD745502005	Preventative Maintenance Technician I/II	1
EUD745502004	Preventative Maintenance Technician I/II	1
EUD745502003	Preventative Maintenance Technician I/II	1
EUD745502002	Preventative Maintenance Technician I/II	1
EUD745502001	Preventative Maintenance Technician I/II	1
EUD745514003	Principal Engineer	1
EUD745514002	Principal Engineer	1
EUD745514001	Principal Engineer	1
EUD741004001	Process Engineer	1
EUD746150001	Recycling and Organics Coordinator	1
EUD746226005	Refuse Maintenance Worker I/II	1
EUD746226004	Refuse Maintenance Worker I/II	1
EUD746226003	Refuse Maintenance Worker I/II	1
EUD746226002	Refuse Maintenance Worker I/II	1
EUD746226001	Refuse Maintenance Worker I/II	1
EUD746231001	Refuse Superintendent	1
EUD746235004	Refuse Supervisor	1
EUD746235003	Refuse Supervisor	1
EUD746235002	Refuse Supervisor	1
EUD746235001	Refuse Supervisor	1
EUD746304042	Refuse Truck Driver I/II	1
EUD746304040	Refuse Truck Driver I/II	1
EUD746304039	Refuse Truck Driver I/II	1
EUD746304038	Refuse Truck Driver I/II	1
EUD746304037	Refuse Truck Driver I/II	1
EUD746304036	Refuse Truck Driver I/II	1
EUD746304035	Refuse Truck Driver I/II	1
EUD746304034	Refuse Truck Driver I/II	1
EUD746304033	Refuse Truck Driver I/II	1
EUD746304032	Refuse Truck Driver I/II	1
EUD746304031	Refuse Truck Driver I/II	1
EUD746304030	Refuse Truck Driver I/II	1
EUD746304029	Refuse Truck Driver I/II	1
EUD746304028	Refuse Truck Driver I/II	1
EUD746304027	Refuse Truck Driver I/II	1
EUD746304026	Refuse Truck Driver I/II	1
EUD746304025	Refuse Truck Driver I/II	1
EUD746304024	Refuse Truck Driver I/II	1
EUD746304023	Refuse Truck Driver I/II	1
EUD746304022	Refuse Truck Driver I/II	1
EUD746304021	Refuse Truck Driver I/II	1
EUD746304020	Refuse Truck Driver I/II	1
EUD746304019	Refuse Truck Driver I/II	1
EUD746304018	Refuse Truck Driver I/II	1
EUD746304017	Refuse Truck Driver I/II	1
EUD746304016	Refuse Truck Driver I/II	1

EUD746304015	Refuse Truck Driver I/II	1
EUD746304014	Refuse Truck Driver I/II	1
EUD746304013	Refuse Truck Driver I/II	1
EUD746304012	Refuse Truck Driver I/II	1
EUD746304011	Refuse Truck Driver I/II	1
EUD746304010	Refuse Truck Driver I/II	1
EUD746304009	Refuse Truck Driver I/II	1
EUD746304008	Refuse Truck Driver I/II	1
EUD746304007	Refuse Truck Driver I/II	1
EUD746304006	Refuse Truck Driver I/II	1
EUD746304005	Refuse Truck Driver I/II	1
EUD746304004	Refuse Truck Driver I/II	1
EUD746304003	Refuse Truck Driver I/II	1
EUD746304002	Refuse Truck Driver I/II	1
EUD746304001	Refuse Truck Driver I/II	1
EUD746244001	Refuse and Stormwater Manager	1
EUD747020002	SCADA System Technician	1
EUD747020001	SCADA System Technician	1
EUD746500002	Safety Coordinator	1
EUD746500001	Safety Coordinator	1
EUD747142004	Senior Engineer	1
EUD747142002	Senior Engineer	1
EUD747142001	Senior Engineer	1
EUD741065001	Senior Environmental Utilities Business Analyst	1
EUD747161001	Senior GIS Analyst	1
EUD743733001	Senior Interpretive Services Specialist	1
EUD747284003	Senior Preventative Maintenance Technician	1
EUD747284002	Senior Preventative Maintenance Technician	1
EUD747284001	Senior Preventative Maintenance Technician	1
EUD747129007	Senior Refuse Truck Driver	1
EUD747129006	Senior Refuse Truck Driver	1
EUD747129005	Senior Refuse Truck Driver	1
EUD747129004	Senior Refuse Truck Driver	1
EUD747129003	Senior Refuse Truck Driver	1
EUD747129002	Senior Refuse Truck Driver	1
EUD747129001	Senior Refuse Truck Driver	1
EUD749559001	Senior SCADA System Technician	1
EUD741279001	Senior Solid Waste Billing Technician	1
EUD747202004	Senior Wastewater Utility Maintenance Worker	1
EUD747202003	Senior Wastewater Utility Maintenance Worker	1
EUD747202002	Senior Wastewater Utility Maintenance Worker	1
EUD747202001	Senior Wastewater Utility Maintenance Worker	1
EUD747202005	Senior Wastewater Utility Maintenance Worker	1
EUD747204007	Senior Water Distribution Worker	1
EUD747204006	Senior Water Distribution Worker	1
EUD747204005	Senior Water Distribution Worker	1
EUD747204004	Senior Water Distribution Worker	1
EUD747204003	Senior Water Distribution Worker	1
EUD747204002	Senior Water Distribution Worker	1
EUD747204001	Senior Water Distribution Worker	1
EUD747324001	Solid Waste Billing Technician	1
EUD741102001	Utility Exploration Center Supervisor	1
EUD741646001	Utility Government Relations Administrator	1
EUD741099002	Waste Services Clerk I/II	1
EUD741099001	Waste Services Clerk I/II	1
EUD748978002	Wastewater Collection Supervisor	1
EUD748980001	Wastewater Collection Superintendent	1

EUD748978003	Wastewater Collection Supervisor	1
EUD748978001	Wastewater Collection Supervisor	1
EUD749040001	Wastewater Treatment Plant Chief Operator	1
EUD749025009	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025008	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025006	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025005	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025004	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025003	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025002	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025001	Wastewater Treatment Plant Operator Grade I/II/III 8Hr	1
EUD749025010	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749025007	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749020004	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749020003	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749020002	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749020001	Wastewater Treatment Plant Operator Grade III 24Hr	1
EUD749030002	Wastewater Treatment Plant Operator Grade IV	1
EUD749030001	Wastewater Treatment Plant Operator Grade IV	1
EUD749029026	Wastewater Utility Maintenance Worker I/II	1
EUD749029025	Wastewater Utility Maintenance Worker I/II	1
EUD749029024	Wastewater Utility Maintenance Worker I/II	1
EUD749029022	Wastewater Utility Maintenance Worker I/II	1
EUD749029021	Wastewater Utility Maintenance Worker I/II	1
EUD749029020	Wastewater Utility Maintenance Worker I/II	1
EUD749029019	Wastewater Utility Maintenance Worker I/II	1
EUD749029018	Wastewater Utility Maintenance Worker I/II	1
EUD749029017	Wastewater Utility Maintenance Worker I/II	1
EUD749029016	Wastewater Utility Maintenance Worker I/II	1
EUD749029015	Wastewater Utility Maintenance Worker I/II	1
EUD749029014	Wastewater Utility Maintenance Worker I/II	1
EUD749029013	Wastewater Utility Maintenance Worker I/II	1
EUD749029012	Wastewater Utility Maintenance Worker I/II	1
EUD749029011	Wastewater Utility Maintenance Worker I/II	1
EUD749029010	Wastewater Utility Maintenance Worker I/II	1
EUD749029009	Wastewater Utility Maintenance Worker I/II	1
EUD749029008	Wastewater Utility Maintenance Worker I/II	1
EUD749029007	Wastewater Utility Maintenance Worker I/II	1
EUD749029006	Wastewater Utility Maintenance Worker I/II	1
EUD749029005	Wastewater Utility Maintenance Worker I/II	1
EUD749029004	Wastewater Utility Maintenance Worker I/II	1
EUD749029003	Wastewater Utility Maintenance Worker I/II	1
EUD749029002	Wastewater Utility Maintenance Worker I/II	1
EUD749029001	Wastewater Utility Maintenance Worker I/II	1
EUD749029023	Wastewater Utility Maintenance Worker I/II	1
EUD749045001	Wastewater Utility Manager	1
EUD749047001	Water Conservation Administrator	1
EUD749078001	Water Conservation Specialist	1
EUD749051005	Water Conservation Worker I/II	1

EUD749051004	Water Conservation Worker I/II	1
EUD749051003	Water Conservation Worker I/II	1
EUD749051002	Water Conservation Worker I/II	1
EUD749051001	Water Conservation Worker I/II	1
EUD749085001	Water Distribution Superintendent	1
EUD749084004	Water Distribution Supervisor	1
EUD749084003	Water Distribution Supervisor	1
EUD749084002	Water Distribution Supervisor	1
EUD749084001	Water Distribution Supervisor	1
EUD749248023	Water Distribution Worker I/II	1
EUD749248022	Water Distribution Worker I/II	1
EUD749248021	Water Distribution Worker I/II	1
EUD749248020	Water Distribution Worker I/II	1
EUD749248019	Water Distribution Worker I/II	1
EUD749248018	Water Distribution Worker I/II	1
EUD749248017	Water Distribution Worker I/II	1
EUD749248016	Water Distribution Worker I/II	1
EUD749248015	Water Distribution Worker I/II	1
EUD749248014	Water Distribution Worker I/II	1
EUD749248013	Water Distribution Worker I/II	1
EUD749248012	Water Distribution Worker I/II	1
EUD749248011	Water Distribution Worker I/II	1
EUD749248010	Water Distribution Worker I/II	1
EUD749248009	Water Distribution Worker I/II	1
EUD749248008	Water Distribution Worker I/II	1
EUD749248007	Water Distribution Worker I/II	1
EUD749248006	Water Distribution Worker I/II	1
EUD749248005	Water Distribution Worker I/II	1
EUD749248004	Water Distribution Worker I/II	1
EUD749248003	Water Distribution Worker I/II	1
EUD749248002	Water Distribution Worker I/II	1
EUD749248001	Water Distribution Worker I/II	1
EUD749101001	Water Quality Lab Supervisor	1
EUD749101002	Water Quality Lab Supervisor	1
EUD741053001	Water Quality Technician	1
EUD749175001	Water Treatment Plant Chief Operator	1
EUD749230006	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230005	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230004	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230003	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230002	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749230001	Water Treatment Plant Operator Grade I/II/III 24Hr	1
EUD749244001	Water Utility Manager	1

Total for Department:	EUD Environmental Utilities Department	277
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Position Code	Position Title	Allocated FTE
FIN240040003	Accountant I/II	1
FIN240040002	Accountant I/II	1
FIN240040001	Accountant I/II	1
FIN241370001	Accounting Manager	1
FIN240043001	Accounting Supervisor	1
FIN249427001	Accounts Payable Supervisor	1

FIN240084001	Administrative Technician	1
FIN241021001	Assistant City Manager/Chief Financial Officer	1
FIN2421026001	Assistant Finance Director	1
FIN240915004	Budget Analyst I/II	1
FIN240915003	Budget Analyst I/II	1
FIN240915002	Budget Analyst I/II	1
FIN240915001	Budget Analyst I/II	1
FIN240930001	Budget Manager	1
FIN241060004	Buyer I/II	1
FIN241060003	Buyer I/II	1
FIN241060002	Buyer I/II	1
FIN241060001	Buyer I/II	1
FIN249550004	ERP Business Analyst I/II	1
FIN249550003	ERP Business Analyst I/II	1
FIN249550002	ERP Business Analyst I/II	1
FIN249550001	ERP Business Analyst I/II	1
FIN246520001	ERP Program Manager	1
FIN242900001	Finance Manager	1
FIN243326007	Finance Technician I/II	0.625
FIN243326006	Finance Technician I/II	1
FIN243326005	Finance Technician I/II	1
FIN243326004	Finance Technician I/II	1
FIN243326003	Finance Technician I/II	1
FIN243326002	Finance Technician I/II	1
FIN243326001	Finance Technician I/II	1
FIN240050001	Management Analyst I/II	1
FIN244457001	Management Assistant I/II	1
FIN249428001	Payroll Supervisor	1
FIN245101004	Payroll Technician I/II	0.6
FIN245101003	Payroll Technician I/II	1
FIN245101002	Payroll Technician I/II	1
FIN245101001	Payroll Technician I/II	1
FIN245652001	Purchasing and Warehouse Manager	1
FIN241051003	Senior Accountant	1
FIN241051002	Senior Accountant	1
FIN241051001	Senior Accountant	1
FIN247139001	Senior Buyer	1
FIN247141002	Senior Payroll Technician	1
FIN247141001	Senior Payroll Technician	1
FIN247203001	Senior Warehouse Worker	1
FIN248952002	Warehouse Worker I/II	1
FIN248952001	Warehouse Worker I/II	1
Total for Department:		47.225
FIN Finance Department		

Position Code	Position Title	Allocated FTE
FIR480071001	Administrative Assistant	1
FIR480084001	Administrative Technician	1
FIR480480001	Assistant Fire Chief	1
FIR481645001	Department Public Information Officer	1
FIR482415001	EMS Quality Assurance Coordinator	1
FIR480905007	Fire Battalion Chief	1
FIR480905006	Fire Battalion Chief	1
FIR480905004	Fire Battalion Chief	1

FIR480905003	Fire Battalion Chief	1
FIR480905002	Fire Battalion Chief	1
FIR480905001	Fire Battalion Chief	1
FIR480905005	Fire Battalion Chief	1
FIR483320030	Fire Captain	1
FIR483320029	Fire Captain	1
FIR483320028	Fire Captain	1
FIR483320027	Fire Captain	1
FIR483320026	Fire Captain	1
FIR483320025	Fire Captain	1
FIR483320024	Fire Captain	1
FIR483320023	Fire Captain	1
FIR483320022	Fire Captain	1
FIR483320021	Fire Captain	1
FIR483320020	Fire Captain	1
FIR483320019	Fire Captain	1
FIR483320018	Fire Captain	1
FIR483320017	Fire Captain	1
FIR483320016	Fire Captain	1
FIR483320015	Fire Captain	1
FIR483320014	Fire Captain	1
FIR483320013	Fire Captain	1
FIR483320012	Fire Captain	1
FIR483320011	Fire Captain	1
FIR483320010	Fire Captain	1
FIR483320009	Fire Captain	1
FIR483320008	Fire Captain	1
FIR483320007	Fire Captain	1
FIR483320006	Fire Captain	1
FIR483320005	Fire Captain	1
FIR483320004	Fire Captain	1
FIR483320003	Fire Captain	1
FIR483320002	Fire Captain	1
FIR483320001	Fire Captain	1
FIR483330001	Fire Chief	1
FIR483332002	Fire Division Chief	1
FIR483332001	Fire Division Chief	1
FIR483340030	Fire Engineer	1
FIR483340029	Fire Engineer	1
FIR483340028	Fire Engineer	1
FIR483340027	Fire Engineer	1
FIR483340026	Fire Engineer	1
FIR483340025	Fire Engineer	1
FIR483340024	Fire Engineer	1
FIR483340023	Fire Engineer	1
FIR483340022	Fire Engineer	1
FIR483340021	Fire Engineer	1
FIR483340020	Fire Engineer	1
FIR483340019	Fire Engineer	1
FIR483340018	Fire Engineer	1
FIR483340017	Fire Engineer	1
FIR483340016	Fire Engineer	1
FIR483340015	Fire Engineer	1
FIR483340014	Fire Engineer	1
FIR483340013	Fire Engineer	1
FIR483340012	Fire Engineer	1
FIR483340011	Fire Engineer	1

FIR483340010	Fire Engineer	1
FIR483340009	Fire Engineer	1
FIR483340008	Fire Engineer	1
FIR483340007	Fire Engineer	1
FIR483340006	Fire Engineer	1
FIR483340005	Fire Engineer	1
FIR483340004	Fire Engineer	1
FIR483340003	Fire Engineer	1
FIR483340002	Fire Engineer	1
FIR483340001	Fire Engineer	1
FIR481022001	Fire and Environmental Inspection Supervisor	1
FIR483377005	Fire and Environmental Safety Inspector I/II	1
FIR483377004	Fire and Environmental Safety Inspector I/II	1
FIR483377003	Fire and Environmental Safety Inspector I/II	1
FIR483377002	Fire and Environmental Safety Inspector I/II	1
FIR483377001	Fire and Environmental Safety Inspector I/II	1
FIR483355036	Firefighter Paramedic I/II	1
FIR483355035	Firefighter Paramedic I/II	1
FIR483355034	Firefighter Paramedic I/II	1
FIR483355033	Firefighter Paramedic I/II	1
FIR483355032	Firefighter Paramedic I/II	1
FIR483355031	Firefighter Paramedic I/II	1
FIR483355030	Firefighter Paramedic I/II	1
FIR483355029	Firefighter Paramedic I/II	1
FIR483355028	Firefighter Paramedic I/II	1
FIR483355027	Firefighter Paramedic I/II	1
FIR483355026	Firefighter Paramedic I/II	1
FIR483355025	Firefighter Paramedic I/II	1
FIR483355024	Firefighter Paramedic I/II	1
FIR483355023	Firefighter Paramedic I/II	1
FIR483355022	Firefighter Paramedic I/II	1
FIR483355021	Firefighter Paramedic I/II	1
FIR483355020	Firefighter Paramedic I/II	1
FIR483355019	Firefighter Paramedic I/II	1
FIR483355018	Firefighter Paramedic I/II	1
FIR483355017	Firefighter Paramedic I/II	1
FIR483355016	Firefighter Paramedic I/II	1
FIR483355015	Firefighter Paramedic I/II	1
FIR483355014	Firefighter Paramedic I/II	1
FIR483355013	Firefighter Paramedic I/II	1
FIR483355012	Firefighter Paramedic I/II	1
FIR483355011	Firefighter Paramedic I/II	1
FIR483355010	Firefighter Paramedic I/II	1
FIR483355009	Firefighter Paramedic I/II	1
FIR483355008	Firefighter Paramedic I/II	1
FIR483355007	Firefighter Paramedic I/II	1
FIR483355006	Firefighter Paramedic I/II	1
FIR483355005	Firefighter Paramedic I/II	1
FIR483355004	Firefighter Paramedic I/II	1
FIR483355003	Firefighter Paramedic I/II	1
FIR483355002	Firefighter Paramedic I/II	1
FIR483355001	Firefighter Paramedic I/II	1
FIR483412001	GIS Analyst I/II	1
FIR480050001	Management Analyst I/II	1
FIR484957001	Office Assistant I/II	1

Total for Department:	FIR Fire Department	120
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Position Code	Position Title	Allocated FTE
HRD280071001	Administrative Assistant	1
HRD280484001	Assistant Human Resources Director	1
HRD283596003	Human Resources Analyst I/II	1
HRD283596002	Human Resources Analyst I/II	1
HRD283596001	Human Resources Analyst I/II	1
HRD283598001	Human Resources Director	1
HRD283599001	Human Resources Manager	1
HRD285235008	Human Resources Technician	1
HRD285235007	Human Resources Technician	1
HRD285235006	Human Resources Technician	1
HRD285235005	Human Resources Technician	1
HRD285235004	Human Resources Technician	1
HRD285235003	Human Resources Technician	1
HRD285235002	Human Resources Technician	1
HRD285235001	Human Resources Technician	1
HRD286450001	Risk Manager	1
HRD287178002	Senior Human Resources Technician	1
HRD287178001	Senior Human Resources Technician	1
Total for Department:	HRD Human Resources Department	18

Position Code	Position Title	Allocated FTE
ITD320084001	Administrative Technician	1
ITD329558002	Assistant Information Technology Director	1
ITD329558001	Assistant Information Technology Director	1
ITD321362012	Business Systems Analyst I/II	1
ITD321362011	Business Systems Analyst I/II	1
ITD321362010	Business Systems Analyst I/II	1
ITD321362009	Business Systems Analyst I/II	1
ITD321362008	Business Systems Analyst I/II	1
ITD321362007	Business Systems Analyst I/II	1
ITD321362006	Business Systems Analyst I/II	1
ITD321362005	Business Systems Analyst I/II	1
ITD321362004	Business Systems Analyst I/II	1
ITD321362003	Business Systems Analyst I/II	1
ITD321362002	Business Systems Analyst I/II	1
ITD321362001	Business Systems Analyst I/II	1
ITD321180001	Chief Information Officer	1
ITD321552007	Database Analyst I/II	1
ITD321552006	Database Analyst I/II	1
ITD321552005	Database Analyst I/II	1
ITD321552004	Database Analyst I/II	1
ITD321552003	Database Analyst I/II	1
ITD321552002	Database Analyst I/II	1
ITD321552001	Database Analyst I/II	1
ITD323625001	Information Security Administrator	1
ITD323794013	Information Technology Analyst I/II	1
ITD323794012	Information Technology Analyst I/II	1

ITD323794010	Information Technology Analyst I/II	1
ITD323794009	Information Technology Analyst I/II	1
ITD323794007	Information Technology Analyst I/II	1
ITD323794006	Information Technology Analyst I/II	1
ITD323794005	Information Technology Analyst I/II	1
ITD323794002	Information Technology Analyst I/II	1
ITD323794001	Information Technology Analyst I/II	1
ITD329542001	Information Technology Client Services Supervisor	1
ITD323602005	Information Technology Program Manager	1
ITD323602004	Information Technology Program Manager	1
ITD323602003	Information Technology Program Manager	1
ITD323602002	Information Technology Program Manager	1
ITD323602001	Information Technology Program Manager	1
ITD323618003	Information Technology Technician I/II	1
ITD323618002	Information Technology Technician I/II	1
ITD323618001	Information Technology Technician I/II	1
ITD320050001	Management Analyst I/II	1
ITD321089003	Security Analyst I/II	1
ITD321089002	Security Analyst I/II	1
ITD321089001	Security Analyst I/II	1
ITD327130003	Senior Business Systems Analyst	1
ITD327130002	Senior Business Systems Analyst	1
ITD327130001	Senior Business Systems Analyst	1
ITD327145001	Senior Database Analyst	1
ITD327149003	Senior Information Technology Technician	1
ITD321091007	Systems Architect	1
ITD321091006	Systems Architect	1
ITD321091005	Systems Architect	1
ITD321091004	Systems Architect	1
ITD321091003	Systems Architect	1
ITD321091002	Systems Architect	1
ITD321091001	Systems Architect	1

Total for Department:	ITD Information Technology Department	58*
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*7 positions will be eliminated after promotion process has been completed

Position Code	Position Title	Allocated FTE
PAC181645001	Department Public Information Officer	1
PAC181659001	Deputy City Manager	1
CMO143451001	Government Relations Administrator	1
PAC184517002	Marketing and Communication Analyst I/II	1
PAC184517001	Marketing and Communication Analyst I/II	1
PAC181108001	Public Affairs and Communication Manager	1
PAC188426001	Video and Multimedia Technician	1

Total for Department:	PAC Public Affairs and Communications	7
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Position Code	Position Title	Allocated FTE
POL440071001	Administrative Assistant	1
POL440100003	Animal Control Officer	1
POL440100002	Animal Control Officer	1

POL440100001	Animal Control Officer	1
POL440110001	Animal Control Supervisor	1
POL441430004	Communications Supervisor	1
POL441430003	Communications Supervisor	1
POL441430002	Communications Supervisor	1
POL441430001	Communications Supervisor	1
POL441380010	Community Services Officer I/II	1
POL441380009	Community Services Officer I/II	1
POL441380008	Community Services Officer I/II	1
POL441380007	Community Services Officer I/II	1
POL441380006	Community Services Officer I/II	1
POL441380005	Community Services Officer I/II	1
POL441380004	Community Services Officer I/II	1
POL441380003	Community Services Officer I/II	1
POL441380002	Community Services Officer I/II	1
POL441380001	Community Services Officer I/II	1
POL441475002	Crime Analyst	1
POL441475001	Crime Analyst	1
POL441645001	Department Public Information Officer	1
POL441700021	Dispatcher I/II	1
POL441700020	Dispatcher I/II	1
POL441700019	Dispatcher I/II	1
POL441700018	Dispatcher I/II	1
POL441700017	Dispatcher I/II	1
POL441700016	Dispatcher I/II	1
POL441700015	Dispatcher I/II	1
POL441700014	Dispatcher I/II	1
POL441700013	Dispatcher I/II	1
POL441700012	Dispatcher I/II	1
POL441700011	Dispatcher I/II	1
POL441700010	Dispatcher I/II	1
POL441700009	Dispatcher I/II	1
POL441700008	Dispatcher I/II	1
POL441700007	Dispatcher I/II	1
POL441700006	Dispatcher I/II	1
POL441700005	Dispatcher I/II	1
POL441700004	Dispatcher I/II	1
POL441700003	Dispatcher I/II	1
POL441700002	Dispatcher I/II	1
POL441700001	Dispatcher I/II	1
POL440050001	Management Analyst I/II	1
POL445400003	Police Captain	1
POL445400002	Police Captain	1
POL445400001	Police Captain	1
POL445410001	Police Chief	1
POL445420007	Police Lieutenant	1
POL445420006	Police Lieutenant	1
POL445420005	Police Lieutenant	1
POL445420004	Police Lieutenant	1
POL445420003	Police Lieutenant	1
POL445420002	Police Lieutenant	1
POL445420001	Police Lieutenant	1
POL445430125	Police Officer/Police Trainee	1
POL445430124	Police Officer/Police Trainee	1
POL445430123	Police Officer/Police Trainee	1
POL445430122	Police Officer/Police Trainee	1
POL445430121	Police Officer/Police Trainee	1

[illegible]

[illegible]

POL445430006	Police Officer/Police Trainee	1
POL445430005	Police Officer/Police Trainee	1
POL445430004	Police Officer/Police Trainee	1
POL445430003	Police Officer/Police Trainee	1
POL445430002	Police Officer/Police Trainee	1
POL445430001	Police Officer/Police Trainee	1
POL445429001	Police Property and Evidence Supervisor	1
POL441094004	Police Property and Evidence Technician I/II	1
POL441094003	Police Property and Evidence Technician I/II	1
POL441094002	Police Property and Evidence Technician I/II	1
POL441094001	Police Property and Evidence Technician I/II	1
POL445440010	Police Records Clerk I/II	1
POL445440009	Police Records Clerk I/II	1
POL445440008	Police Records Clerk I/II	1
POL445440007	Police Records Clerk I/II	1
POL445440005	Police Records Clerk I/II	1
POL445440004	Police Records Clerk I/II	1
POL445440003	Police Records Clerk I/II	1
POL445440002	Police Records Clerk I/II	1
POL445440001	Police Records Clerk I/II	1
POL445494004	Police Scene Technician I/II	1
POL445494003	Police Scene Technician I/II	1
POL445494002	Police Scene Technician I/II	1
POL445494001	Police Scene Technician I/II	1
POL445470017	Police Sergeant	1
POL445470016	Police Sergeant	1
POL445470015	Police Sergeant	1
POL445470014	Police Sergeant	1
POL445470013	Police Sergeant	1
POL445470012	Police Sergeant	1
POL445470011	Police Sergeant	1
POL445470010	Police Sergeant	1
POL445470009	Police Sergeant	1
POL445470008	Police Sergeant	1
POL445470007	Police Sergeant	1
POL445470006	Police Sergeant	1
POL445470005	Police Sergeant	1
POL445470004	Police Sergeant	1
POL445470003	Police Sergeant	1
POL445470002	Police Sergeant	1
POL445470001	Police Sergeant	1
POL445489002	Police Services Administrator	1
POL445489001	Police Services Administrator	1
POL441039001	Police Social Services Practitioner	1
POL445657001	Public Safety Program Coordinator	1
POL445748002	Records Supervisor	1
POL445748001	Records Supervisor	1
POL441092002	Senior Police Records Clerk	1
POL441092001	Senior Police Records Clerk	1
Total for Department:		223
POL Police Department		

Position Code	Position Title	Allocated FTE
PRL580071001	Administrative Assistant	1

PRL580084008	Administrative Technician	1
PRL580084007	Administrative Technician	1
PRL580084006	Administrative Technician	1
PRL580084005	Administrative Technician	1
PRL580084004	Administrative Technician	1
PRL580084003	Administrative Technician	1
PRL580084002	Administrative Technician	1
PRL580084001	Administrative Technician	1
PRL588302001	Aquatics Maintenance Technician	1
PRL588300001	Arborist Technician	1
PRL581225012	Child Care Site Coordinator	1
PRL581225011	Child Care Site Coordinator	1
PRL581225010	Child Care Site Coordinator	1
PRL581225009	Child Care Site Coordinator	1
PRL581225008	Child Care Site Coordinator	1
PRL581225007	Child Care Site Coordinator	1
PRL581225006	Child Care Site Coordinator	1
PRL581225005	Child Care Site Coordinator	1
PRL581225004	Child Care Site Coordinator	1
PRL581225003	Child Care Site Coordinator	1
PRL581225002	Child Care Site Coordinator	1
PRL581225001	Child Care Site Coordinator	1
PRL581645002	Department Public Information Officer	1
PRL581101001	Graphic Designer	0.75
PRL585075001	Irrigation Technician	1
PRL585075002	Irrigation Technician	1
PRL584152007	Librarian I/II	0.5
PRL584152005	Librarian I/II	1
PRL584152004	Librarian I/II	1
PRL584152003	Librarian I/II	1
PRL584152002	Librarian I/II	1
PRL584152001	Librarian I/II	1
PRL584210005	Library Assistant I/II	1
PRL584210003	Library Assistant I/II	1
PRL584210002	Library Assistant I/II	1
PRL584210001	Library Assistant I/II	1
PRL584250003	Library Technician	1
PRL584250002	Library Technician	1
PRL584250001	Library Technician	1
PRL580050002	Management Analyst I/II	1
PRL580050001	Management Analyst I/II	1
PRL584517001	Marketing and Communication Analyst I/II	1
PRL589545001	Natural Resources Specialist I/II	1
PRL584872003	Natural Resources Worker I/II	1
PRL584872002	Natural Resources Worker I/II	1
PRL584872001	Natural Resources Worker I/II	1
PRL584957009	Office Assistant I/II	1
PRL584957006	Office Assistant I/II	1
PRL584957003	Office Assistant I/II	1
PRL584957002	Office Assistant I/II	1
PRL585022002	Park Development Project Manager I/II	1
PRL585022001	Park Development Project Manager I/II	1
PRL581106001	Park Planning and Development Manager	1
PRL585080023	Parks Maintenance Worker I/II	1
PRL585080022	Parks Maintenance Worker I/II	1
PRL585080021	Parks Maintenance Worker I/II	1
PRL585080020	Parks Maintenance Worker I/II	1

PRL585080019	Parks Maintenance Worker I/II	1
PRL585080018	Parks Maintenance Worker I/II	1
PRL585080017	Parks Maintenance Worker I/II	1
PRL585080016	Parks Maintenance Worker I/II	1
PRL585080015	Parks Maintenance Worker I/II	1
PRL585080014	Parks Maintenance Worker I/II	1
PRL585080013	Parks Maintenance Worker I/II	1
PRL585080012	Parks Maintenance Worker I/II	1
PRL585080011	Parks Maintenance Worker I/II	1
PRL585080010	Parks Maintenance Worker I/II	1
PRL585080009	Parks Maintenance Worker I/II	1
PRL585080008	Parks Maintenance Worker I/II	1
PRL585080007	Parks Maintenance Worker I/II	1
PRL585080006	Parks Maintenance Worker I/II	1
PRL585080004	Parks Maintenance Worker I/II	1
PRL585080003	Parks Maintenance Worker I/II	1
PRL585080002	Parks Maintenance Worker I/II	1
PRL585080001	Parks Maintenance Worker I/II	1
PRL581278006	Parks Project Technician	1
PRL581278005	Parks Project Technician	1
PRL581278004	Parks Project Technician	1
PRL581278003	Parks Project Technician	1
PRL581278002	Parks Project Technician	1
PRL581278001	Parks Project Technician	1
PRL589543011	Parks Recreation and Libraries Coordinator I/II	1
PRL589543010	Parks Recreation and Libraries Coordinator I/II	1
PRL589543009	Parks Recreation and Libraries Coordinator I/II	1
PRL589543007	Parks Recreation and Libraries Coordinator I/II	1
PRL589543006	Parks Recreation and Libraries Coordinator I/II	1
PRL589543005	Parks Recreation and Libraries Coordinator I/II	1
PRL589543004	Parks Recreation and Libraries Coordinator I/II	1
PRL589543003	Parks Recreation and Libraries Coordinator I/II	1
PRL589543002	Parks Recreation and Libraries Coordinator I/II	1
PRL589543001	Parks Recreation and Libraries Coordinator I/II	1
PRL589543008	Parks Recreation and Libraries Coordinator I/II	1
PRL585082001	Parks Recreation and Libraries Director	1
PRL589547003	Parks Recreation and Libraries Manager	1
PRL589547002	Parks Recreation and Libraries Manager	1
PRL589547001	Parks Recreation and Libraries Manager	1
PRL589546005	Parks Recreation and Libraries Superintendent	1
PRL589546004	Parks Recreation and Libraries Superintendent	1
PRL589546003	Parks Recreation and Libraries Superintendent	1
PRL589546002	Parks Recreation and Libraries Superintendent	1
PRL589546001	Parks Recreation and Libraries Superintendent	1
PRL585069004	Parks Supervisor	1
PRL585069003	Parks Supervisor	1
PRL585069002	Parks Supervisor	1
PRL585069001	Parks Supervisor	1
PRL588304006	Recreation Leader	1
PRL588304005	Recreation Leader	1
PRL588304004	Recreation Leader	1
PRL588304003	Recreation Leader	1
PRL588304002	Recreation Leader	1
PRL588304001	Recreation Leader	1
PRL589544009	Recreation and Library Supervisor	1
PRL589544008	Recreation and Library Supervisor	1
PRL589544007	Recreation and Library Supervisor	1

PRL589544006	Recreation and Library Supervisor	1
PRL589544005	Recreation and Library Supervisor	1
PRL589544004	Recreation and Library Supervisor	1
PRL589544003	Recreation and Library Supervisor	1
PRL589544002	Recreation and Library Supervisor	1
PRL589544001	Recreation and Library Supervisor	1
PRL583733001	Senior Interpretive Services Specialist	1
PRL587154001	Senior Natural Resources Worker	1
PRL581119001	Senior Park Development Project Manager	1
PRL587192006	Senior Parks Maintenance Worker	1
PRL587192005	Senior Parks Maintenance Worker	1
PRL587192004	Senior Parks Maintenance Worker	1
PRL587192003	Senior Parks Maintenance Worker	1
PRL587192002	Senior Parks Maintenance Worker	1
PRL587201001	Senior Tree Trimmer	1
PRL581504002	Tree Trimmer I/II	1
PRL581504001	Tree Trimmer I/II	1
PRL581107001	Turf and Sports Field Technician	1
PRL588762001	Urban Forester	1
PRL581641004	Youth Development Program Coordinator	1
PRL581641003	Youth Development Program Coordinator	1
PRL581641002	Youth Development Program Coordinator	1
PRL581641001	Youth Development Program Coordinator	1

Total for Department:	PRL Parks Recreation and Libraries	137.25
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Position Code	Position Title	Allocated FTE
PWD620088001	Associate/Assistant Transportation Planner	1
PWD620071001	Administrative Assistant	1
PWD620084006	Administrative Technician	0.75
PWD620084005	Administrative Technician	1
PWD620084003	Administrative Technician	1
PWD620084002	Administrative Technician	1
PWD620084001	Administrative Technician	1
PWD620090001	Alternative Transportation Manager	1
PWD621005011	Associate (PE)/Assistant/Junior Engineer	1
PWD621005010	Associate (PE)/Assistant/Junior Engineer	1
PWD621005009	Associate (PE)/Assistant/Junior Engineer	1
PWD621005008	Associate (PE)/Assistant/Junior Engineer	1
PWD621005007	Associate (PE)/Assistant/Junior Engineer	1
PWD621005006	Associate (PE)/Assistant/Junior Engineer	1
PWD621005005	Associate (PE)/Assistant/Junior Engineer	1
PWD621005004	Associate (PE)/Assistant/Junior Engineer	1
PWD621005003	Associate (PE)/Assistant/Junior Engineer	1
PWD621005002	Associate (PE)/Assistant/Junior Engineer	1
PWD621005001	Associate (PE)/Assistant/Junior Engineer	1
PWD620088003	Associate/Assistant Transportation Planner	1
PWD621032006	Building Maintenance Worker I/II	1
PWD621032005	Building Maintenance Worker I/II	1
PWD621032004	Building Maintenance Worker I/II	1
PWD621032003	Building Maintenance Worker I/II	1
PWD621032002	Building Maintenance Worker I/II	1
PWD621032001	Building Maintenance Worker I/II	1

PWD621401001	Community Relations Analyst	1
PWD621485005	Custodian	1
PWD621485004	Custodian	1
PWD621485003	Custodian	1
PWD621485002	Custodian	1
PWD621485001	Custodian	1
PWD621025001	Custodian Supervisor	1
PWD622385004	Electronics Technician I/II/III	1
PWD622385003	Electronics Technician I/II/III	1
PWD622385002	Electronics Technician I/II/III	1
PWD622385001	Electronics Technician I/II/III	1
PWD621277001	Engineering Manager	1
PWD621350001	Engineering Technician I/II	1
PWD622560004	Equipment Serviceworker	1
PWD622560003	Equipment Serviceworker	1
PWD622560002	Equipment Serviceworker	1
PWD622560001	Equipment Serviceworker	1
PWD624321001	Facilities Supervisor	1
PWD623319001	Fleet Management Technician	1
PWD621113001	Fleet Services Parts Buyer	1
PWD622565001	Fleet Services Supervisor	1
PWD622214001	GIS Technician I/II	1
PWD620050002	Management Analyst I/II	1
PWD620050001	Management Analyst I/II	1
PWD624501010	Mechanic I/II	1
PWD624501009	Mechanic I/II	1
PWD624501008	Mechanic I/II	1
PWD624501007	Mechanic I/II	1
PWD624501006	Mechanic I/II	1
PWD624501005	Mechanic I/II	1
PWD624501004	Mechanic I/II	1
PWD624501003	Mechanic I/II	1
PWD624501002	Mechanic I/II	1
PWD624501001	Mechanic I/II	1
PWD624957007	Office Assistant I/II	0.5
PWD624957006	Office Assistant I/II	1
PWD624957005	Office Assistant I/II	1
PWD624957004	Office Assistant I/II	1
PWD624957003	Office Assistant I/II	1
PWD624957002	Office Assistant I/II	1
PWD624957001	Office Assistant I/II	1
PWD625519001	Preventative Maintenance Supervisor	1
PWD625560003	Project Coordinator	1
PWD625560002	Project Coordinator	1
PWD625560001	Project Coordinator	1
PWD621069001	Project Supervisor	1
PWD625635001	Public Works Director	1
PWD621087002	Public Works Manager	1
PWD621087001	Public Works Manager	1

PWD627119001	Senior Building Maintenance Worker	1
PWD627170001	Senior Electronic Technician	1
PWD627142003	Senior Engineer	1
PWD627142002	Senior Engineer	1
PWD627142001	Senior Engineer	1
PWD627189002	Senior Mechanic	1
PWD627189001	Senior Mechanic	1
PWD627187006	Senior Street Maintenance Worker	1
PWD627187005	Senior Street Maintenance Worker	1
PWD627187004	Senior Street Maintenance Worker	1
PWD627187003	Senior Street Maintenance Worker	1
PWD627187002	Senior Street Maintenance Worker	1
PWD627187001	Senior Street Maintenance Worker	1
PWD621073001	Street Maintenance Manager	1
PWD627522003	Street Maintenance Supervisor	1
PWD627522002	Street Maintenance Supervisor	1
PWD627522001	Street Maintenance Supervisor	1
PWD627530019	Street Maintenance Worker I/II	1
PWD627530018	Street Maintenance Worker I/II	1
PWD627530017	Street Maintenance Worker I/II	1
PWD627530016	Street Maintenance Worker I/II	1
PWD627530015	Street Maintenance Worker I/II	1
PWD627530014	Street Maintenance Worker I/II	1
PWD627530013	Street Maintenance Worker I/II	1
PWD627530012	Street Maintenance Worker I/II	1
PWD627530011	Street Maintenance Worker I/II	1
PWD627530010	Street Maintenance Worker I/II	1
PWD627530009	Street Maintenance Worker I/II	1
PWD627530008	Street Maintenance Worker I/II	1
PWD627530007	Street Maintenance Worker I/II	1
PWD627530006	Street Maintenance Worker I/II	1
PWD627530005	Street Maintenance Worker I/II	1
PWD627530004	Street Maintenance Worker I/II	1
PWD627530003	Street Maintenance Worker I/II	1
PWD627530002	Street Maintenance Worker I/II	1
PWD627530001	Street Maintenance Worker I/II	1
PWD627540005	Street Sweeper Operator	1
PWD627540004	Street Sweeper Operator	1
PWD627540003	Street Sweeper Operator	1
PWD627540002	Street Sweeper Operator	1
PWD627540001	Street Sweeper Operator	1
PWD622376003	Traffic Signal Maintenance Worker I/II	1
PWD622376002	Traffic Signal Maintenance Worker I/II	1
PWD622376001	Traffic Signal Maintenance Worker I/II	1
PWD621110001	Transit Operations Supervisor	1
PWD621052001	Transportation Grants Analyst	1
PWD621111001	Transportation Technician I/II	1
PWD628940001	Vehicle Maintenance Servicewriter	1
PWD628952001	Warehouse Worker I/II	1

Total for Department:	PWD Public Works	123.25
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Total for All Departments	Allocated FTE
	1327.975*

* 7 positions will be eliminated after promotion process has been completed



COUNCIL COMMUNICATION

CC #: 2588

File #: 0800-03 & 0201-01

Title: Electric Department Fiscal Year 2022-23 Mid-year - Budget Adjustment

Contact: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

Meeting Date: 3/15/2023

Item #: 6.18.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance approving a mid-year budget adjustment to the Electric Fund that increases operating and capital budgets by \$1,454,620, with offsetting decreases in the capital project budgets by \$4,944,882, resulting in a net increase to the Electric Fund's available fund balance of \$3,490,262.

BACKGROUND

The Electric Department has experienced a wide variety of budget changes in FY2022-23, and a budget adjustment proposing multiple adjustments is requested as detailed below:

Power Plant operating costs - \$1,000,000

Supplying electricity to Roseville Electric customers occurs in two general ways: purchasing from energy markets or using the City's power plants to generate it. Electric's Power Supply division regularly analyses and updates forecasts to determine which manner is most cost effective. With the recent volatility in the energy markets, it has become more cost effective to generate electricity. The additional run-time for the Roseville Energy Park and RPP2 facilities has and will increase the maintenance and chemical costs. Based on the Power Supply division's January 2023 forecast, the budget adjustment requests an increase of \$1,000,000 for the Power Plant operating budget to fund the planned operation of power generation facilities through the end of FY2022-23.

Contractor for land acquisitions - \$48,500

The Electric Department has identified two properties to acquire to increase the efficient maintenance and reliability of the electric distribution system. The first property supports the Church Street Alley project, which requires the acquisition of three easements in a private alley. The second property supports the Vernon Substation Rehabilitation project and is adjacent to the substation. Based on Professional Services Agreements with Paragon Partners for property acquisition services, the budget adjustment requests an increase of \$48,500 to the Electric Administration operating budget.

Capital Improvement Project adjustments - (\$4,538,762)

The Electric Department's capital improvement plan is continuously assessed for completions, cancellations, or changes in the cash flows. During the most recent review of all capital projects, three major funding changes have been identified:

Cancelled projects to be defunded - (\$4,200,719)

- Roseville Energy Park Electric Boiler – originally planned to make starting up the generators after stops more efficient, but with recent changes in how the California energy market functions, improving the start-up efficiency no longer has the benefit determined at the start of the project. The project is cancelled and the balance of \$1,962,841 will be defunded.
- Roseville Energy Park Steam Turbine Enclosure CIP - originally planned to cover the steam turbine to provide protection from weather, but providing an appropriate enclosure has been accomplished through operating costs, so the capital effort for a permanent enclosure will be revisited later and the project is cancelled and the balance of \$2,237,878 will be defunded.

Completed projects to be defunded - (\$544,163)

- Sierra Vista Substation
- Fiddymont KY4A Transformer Addition
- Roseville Energy Park Gas Turbine Controls

Completed and ongoing projects requiring increase/decrease in budget authority - \$206,120

- Berry Disconnect Switch Project requires an additional \$6,120 of budget authority to close
- Roseville Energy Park Zero Liquid Discharge System – increase of \$200,000 in budget authority
- Electric Relay Replacement – decrease budget \$200,000
- 60kV Reconductor – increase of \$200,000 in budget authority

FISCAL IMPACT

Approval of the ordinance will result in a budget adjustment that will decrease the FY2022-23 budget authority and increase the Electric Fund available fund balance by \$3,490,262.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

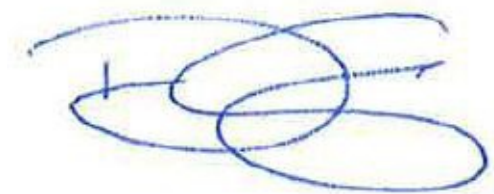
Goal A - Remain fiscally responsible in a changing world

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Joanna Cucchi, Interim Electric Finance Administrator

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6626

Budget Adjustment

ORDINANCE NO. 6626

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for midyear adjustments to the Electric Fund.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Joanna Cucchi, Interim Electric Financial Administrator FISCAL YEAR: FY2022-23
PREPARER NAME & TITLE: Matt Nelson, Senior Electric Business Analyst COUNCIL DATE (if applicable): 3/15/22
DEPARTMENT/DIVISION: Electric / Finance ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001	5421	70025		1,000,000	Increase Power Plant operating budget
6001	6501	70001		48,500	Increase Capital Outlay - Land
6001	6587	84701	500177	(1,962,841)	Decrease REP Electric Boiler CIP for cancellation
6001	6587	84701	500005	(2,237,878)	Decrease REP Steam Turbine Enclosure for cancellation
6001	6587	84701	400114	(2,191)	Decrease Sierra Vista Substation CIP for closure
6001	6587	84701	500003	(270,935)	Decrease Fiddymont KY4A CIP for closure
6001	6587	84701	500178	(271,037)	Decrease REP Gas Turbine Controls CIP for closure
6001	6587	84701	500050	6,120	Increase Berry Disconnect Switch CIP for closure
6001	6587	84701	400112	200,000	Increase ZLD Improvements CIP
6001	6587	84701	500048	200,000	Increase 60kV Reconductor CIP
6001	6587	84701	400041	(200,000)	Decrease Electric Relay Replacement CIP
TOTAL				(3,490,262)	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	(3,490,262)
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6001				3,490,262	Increase Electric Fund balance
TOTAL				3,490,262	

Justification for Budget Adjustment:

Power Plant operating costs - \$1,000,000: Increased gas and energy market costs have increased run hours and costs at the Power Plant. The additional run-time for our Roseville Energy Park and RPP2 facilities has and will increase the maintenance and chemicals costs.

Contractor for land acquisitions - \$48,500: Creating budget for land acquisition costs for three easements as part of the Church Street Alley project, and for land adjacent to the Vernon Substation that supports the upcoming Vernon Substation expansion efforts.

Two cancelled CIPs to be defunded - (\$4,200,719): The Roseville Energy Park Boiler and Roseville Energy Park Steam Turbine Enclosure projects are being cancelled because the benefit at the time of project creation no longer exists due to changes in plant operations.

Three Completed CIPs to be defunded - (\$544,163): The Sierra Vista Substation, Fiddymont KY4A Transformer Addition, and Roseville Energy Park Gas Turbine Controls projects are complete and the project balances will be defunded.

One Completed and three ongoing projects requiring increases/decreases - \$206,120: The Berry Street Disconnect Switch project is complete but requires additional budget to close, the ongoing Roseville Energy Park Zero Liquid Discharge System project requires a budget increase, and the ongoing 60kV Reconductor project requires a budget increase offset by a decrease in the ongoing Electric Relay Replacement project.

REQUIRED APPROVALS:			
 02/22/23 REQUESTING DEPARTMENT HEAD / DESIGNEE	DATE	 EC Nancy Rothlisberger BUDGET MANAGER / DESIGNEE	DATE
Scott Pettingell Digitally signed by Scott Pettingell Date: 2023.02.24 14:58:52 -08'00'	DATE	SM CITY MANAGER / DESIGNEE	DATE
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	BUDGET DEPARTMENT USE ONLY:	
POSTED BY	DATE		

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2587

File #: 0400-04-04 & 0201-01

Title: North Central Roseville Specific Plan Roadway Improvement Project - Budget Adjustment

Contact: Karen Vences 916-774-5412 kavences@roseville.ca.us

Meeting Date: 3/15/2023

Item #: 6.19.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt an ordinance approving a budget adjustment in the amount of \$1,200,000 from the North Central Community Facilities District (NCCFD) No. 1 Fund to increase the expenditure budget for the Roseville Parkway Widening and Pleasant Grove Boulevard Triple Lefts Project (North Central Roseville Specific Plan (NCRSP) Roadway Improvement Project) in order to finalize the design and environmental phase of the project.

BACKGROUND

With the formation of the NCCFD in 1990, properties within the district have been paying a special tax for the funding of "pay as you go" improvements within the boundary of the district. The NCCFD has funded many improvements within the district including roads and water, sewer, and electrical systems. The NCCFD bonds matured on September 1, 2017 and the remaining funds were to be used for eligible public improvements projects within the NCCFD boundary. At their December 20, 2017 meeting, City Council authorized allocation of the remaining NCCFD funds to the prioritized improvements listed below:

1. Roseville Parkway Widening from Creekside Ridge Drive to East Gibson Drive
2. Pleasant Grove Boulevard Triple Lefts at Roseville Parkway

These improvements were to be combined into a single project (NCRSP Roadway Improvement Project) to widen Roseville Parkway from Creekside Ridge Drive to East Gibson Drive from three lanes in each direction to four lanes, and increase the number of left turn lanes from southbound Pleasant Grove Boulevard onto eastbound Roseville Parkway from two to three lanes. This section of the Roseville Parkway corridor experiences heavy traffic congestion on a daily basis due in part to popular shopping and dining destinations in the area.

At the January 10, 2018 meeting, Council approved the allocation of all remaining NCCFD funds (balance of \$5,828,030.94) to the NCRSP Roadway Improvement Project. With the FY2020-21 adopted budget, \$1,000,000 was appropriated to the project and design was started. The

recommended budget adjustment is needed to finalize the design of the project. Allocation of the remaining NCCFD fund balance is anticipated to appropriate to the project with approval of the FY2023-24 budget and those funds will be used for construction (staff will return to Council to award construction). However, this budget adjustment is needed now to finalize the design currently underway. Construction is anticipated to begin in 2024.

FISCAL IMPACT

The requested budget adjustment in the amount of \$1,200,000 will cover staff costs and professional services for completion of the project design. The remaining NCCFD fund balance is anticipated to appropriate to the project with approval of the FY2023-24 budget. If deemed necessary, the most likely source of additional funding for the construction contract will be Traffic Mitigation Fees, which would be requested at the time of construction award. No General Fund resources will be used for this project.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of a budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Karen Vences, Assistant Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:**Description**

Ordinance 6625

Budget Adjustment Signed

Location Map

ORDINANCE NO. 6625

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for the North Central Roseville Specific Plan Roadway Improvement project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____
day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Karen Vences, Assistant Engineer FISCAL YEAR: 2022-23
 PREPARER NAME & TITLE: Karen Vences, Assistant Engineer COUNCIL DATE (if applicable): 3/15/2023
 DEPARTMENT/DIVISION: Public Works / Engineering ORDINANCE:

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3002	5080	84001	500116	300,000	Increase project budget for staff time
3002	6587	84001	500116	900,000	Increase project budget for capital outlay - CIP projects
TOTAL				1,200,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	1,200,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3002	3501	0		(1,200,000)	Reduce North Central CFD 1 Fund Balance
TOTAL				(1,200,000)	

Justification for Budget Adjustment:

This budget adjustment is needed to increase funding for staff time and capital outlay to complete the design of 500116 - Roseville Parkway Widening and Pleasant Grove Boulevard Triple Lefts Project.

The current project budget is \$1,000,000 and the revised project budget will be \$2,200,000. Adequate funds are available in the 3002 - North Central CFD 1 Fund.

REQUIRED APPROVALS:

REQUESTING DEPARTMENT HEAD / DESIGNEE

DATE

BUDGET MANAGER / DESIGNEE

DATE

CHIEF FINANCIAL OFFICER / DESIGNEE

DATE

CITY MANAGER / DESIGNEE

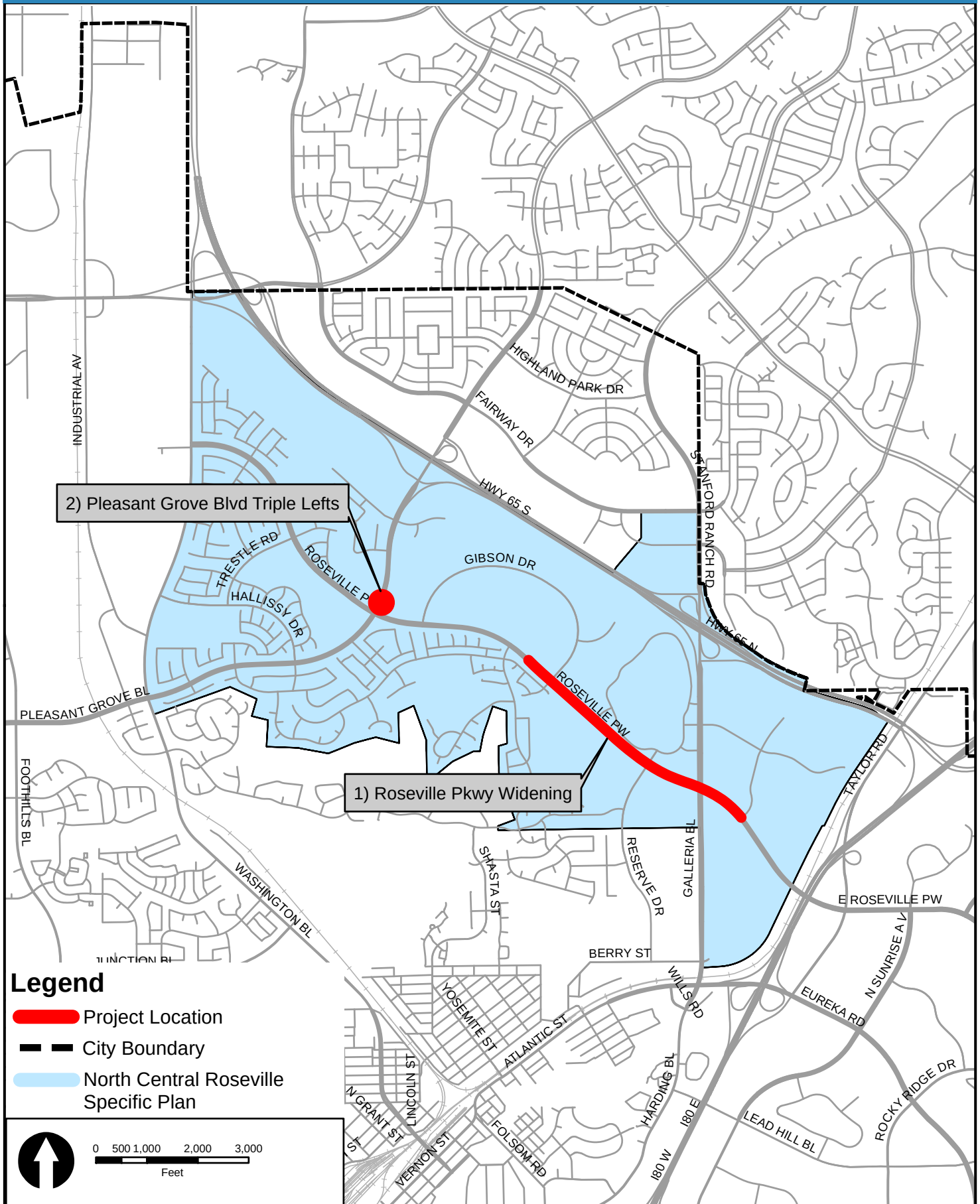
DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY

DATE

Revised: June 24, 2019





COUNCIL COMMUNICATION

CC #: 2598
File #: 0323-01

Title: Second Reading - Military Equipment Policy
Contact: Doug Blake 916-746 1043 dblake@roseville.ca.us
Troy Bergstrom 916-774-5058 tbergstrom@roseville.ca.us

Meeting Date: 3/15/2023
Item #: 6.20.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6632 RENEWING CITY OF ROSEVILLE ORDINANCE 6463 AND READOPTING AND CONTINUING ROSEVILLE POLICE DEPARTMENT POLICY NO. 706, TITLED "MILITARY EQUIPMENT", for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

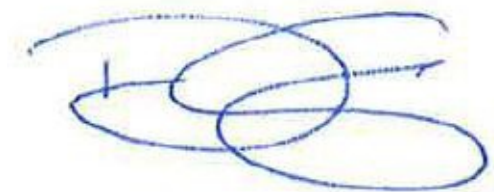
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy
Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Doug Blake, Captain

Troy Bergstrom, Police Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6632

ORDINANCE NO. 6632

RENEWING CITY OF ROSEVILLE ORDINANCE 6463 AND READOPTING
AND CONTINUING ROSEVILLE POLICE DEPARTMENT POLICY NO. 706,
TITLED “MILITARY EQUIPMENT”

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1.

- A. On September 30, 2021, Governor Gavin Newsom signed into law Assembly Bill 481, relating to the use of military equipment by law enforcement agencies. Assembly Bill 481, codified at California Government Code sections 7070 through 7075, requires law enforcement agencies to obtain approval of the applicable governing body, by an ordinance adopting a “military equipment” use policy, at a regular meeting held pursuant to open meeting laws, prior to taking certain actions relating to the funding, acquisition, or use of military equipment. The term “military equipment” is defined in California Government Code section 7070(c). Assembly Bill 481 allows the governing body of a city to approve the funding, acquisition, and/or use of military equipment within its jurisdiction only if it makes specified findings.
- B. At its March 1, 2022 meeting, the City Council was presented with Ordinance 6463, which included the findings required by AB 481 and, if adopted, would approve and adopt a Roseville Police Department Policy No. 706, titled “Military Equipment”. The proposed Military Equipment Policy was consistent with AB 481 and based on a model policy utilized by many other law enforcement agencies in California. The City Council elected to move forward with the Military Equipment Policy and introduced Ordinance 6463 for first reading that evening.
- C. At its March 15, 2022 meeting, the City Council completed the second reading and adopted Ordinance 6463, thereby approving and adopting Roseville Police Department Policy No. 706, titled “Military Equipment”. Through adoption of Ordinance 6463, the City Council also made the following findings:
 - 1. The “military equipment” (as defined by California Government Code section 7070(c)) is necessary because there is no reasonable alternative that can achieve the same objective of officer and civilian safety;
 - 2. The “Military Equipment” Policy No. 706 will safeguard the public’s welfare, safety, civil rights, and civil liberties;
 - 3. The current “military equipment” identified in “Military Equipment” Policy No. 706 and purchasing any future “military equipment” on the list of “military equipment” (as defined by California Government Code section 7070(c)) is reasonably cost effective compared to available

alternatives that can achieve the same objective of officer and civilian safety; and

4. Prior “military equipment” use complied with the military equipment use policy that was in effect at the time.

D. AB 481 further requires that the City Council review any ordinance adopted pursuant to AB 481 at least annually, and to vote on whether to “renew” the ordinance. In making this decision, the City Council is required to determine whether each type of military equipment owned by the City complied with the findings originally made during adoption of the ordinance. This determination is to be based on an annual report prepared by the Police Department that includes at least the following information for each type of military equipment approved for use:

1. A summary of how the military equipment was used and the purpose of its use;
2. A summary of any complaints or concerns received concerning the military equipment;
3. The results of any internal audits, any information about violations of the military equipment use policy, and any actions taken in response;
4. The total annual cost for each type of military equipment, including acquisition, personnel, training, transportation, maintenance, storage, upgrade, and other ongoing costs, and from what source funds will be provided for the military equipment in the calendar year following submission of the annual military equipment report;
5. The quantity possessed for each type of military equipment; and
6. If the law enforcement agency intends to acquire additional military equipment in the next year, the quantity sought for each type of military equipment.

The annual report must also be made publically available on the Roseville Police Department’s webpage, and the Department must also hold at least one well-publicized and conveniently located community engagement meeting at which the general public may discuss and ask questions regarding the annual military equipment report and the Department’s funding, acquisition, or use of military equipment.

E. On February 1, 2023, the Roseville Police Department published its 2023 Annual Report regarding AB 481 and the Military Equipment Policy to the Department’s webpage. The Report includes all information required by AB

481. The Roseville Police Department also held a community engagement meeting on February 13, 2023, at 5:00 p.m. at the Roseville Police Department. The meeting was well-publicized and the general public was invited to attend to discuss and ask questions regarding the annual military equipment report and the Department's funding, acquisition, or use of military equipment.

- F. On March 1, 2023, the 2023 Annual Report regarding AB 481 and the City of Roseville Police Department's Military Equipment Police was submitted to the City Council pursuant to Government Code section 7072.

SECTION 2. The City Council of the City of Roseville makes the following findings:

- A. The City Council has reviewed Ordinance 6463, which was adopted pursuant to AB 481 and approved the funding, acquisition, or use of "military equipment" and approved and adopted Roseville Police Department Policy No. 706, titled "Military Equipment".
- B. The City Council was presented with the 2023 Annual Report, prepared by the Roseville Police Department pursuant to Government Code sections 7071 and 7072.
- C. Based on the 2023 Annual Report prepared by the Roseville Police Department and submitted to the City Council, the City Council determines that each type of "military equipment" identified in the Report has complied with the standards of approval set forth in Government Code section 7071, subsection (d), and adopted by the City Council through Ordinance 6463.
- D. The Roseville Police Department Policy No. 706, titled "Military Equipment", meets all requirements of Government Code sections 7070 – 7075.
- E. Ordinance 6463 is renewed and Roseville Police Department Policy No. 706, titled "Military Equipment", is approved and readopted.

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 2600
File #: 0102-06

Title: Resolution - Keaton's Child Cancer Alliance 25th Anniversary
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 3/15/2023
Item #: 6.21.

RECOMMENDATION TO COUNCIL

Commend Keaton for 25 years of outstanding service and dedication to the City of Roseville, and extend support for continued success.

BACKGROUND

Not Applicable.

FISCAL IMPACT

Not Applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Ceremonial documents meet the above criteria and are not subject to CEQA. No additional environmental review is required.

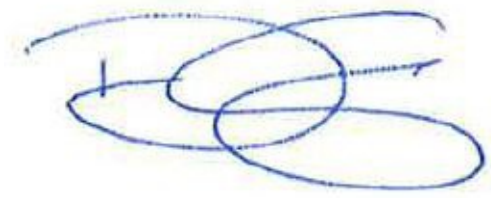
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a small vertical stroke on the left side.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Keaton's 25th Anniversary

Resolution

WHEREAS, in 1997, in memory of their son, Keaton, Robyn and Kyle Raphael created the Keaton Raphael Memorial, now known as Keaton's Child Cancer Alliance; and

WHEREAS, Keaton's Child Cancer Alliance is celebrating their 25th anniversary; and

WHEREAS, Keaton's Child Cancer Alliance is a nonprofit organization providing financial, emotional, and educational assistance to children battling cancer and their families while building awareness and funding towards a cure; and

WHEREAS, today, Keaton's legacy lives on in thousands of children and families; and

WHEREAS, despite their personal heartbreak, Keaton's journey opened the Raphael's eyes, and the eyes of many supporters, to the struggles families face when a child has cancer and the urgent need to find a cure; and

WHEREAS, the tragedy of Keaton losing his battle has given countless children and their families hope and helped fuel research efforts to win the larger war; and

WHEREAS, each year Keaton's Child Cancer Alliance partners with the St. Baldrick's Foundation in their mission to *Conquer Childhood Cancer*

WHEREAS, this year's "Brave the Shave" fundraiser for pediatric cancer research will be held March 18, 2023 at the Westfield Galleria at Roseville; and

WHEREAS, the mission of Keaton's Child Cancer Alliance is to support children with cancer and their families with emotional, educational, and financial support while increasing awareness and funding research toward a cure.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **KEATON'S** be commended for 25 years of outstanding service and dedication to the City of Roseville, and extended support for continued success.

SIGNED AND APPROVED this 15th day of March 2023.



BRUCE HOUDESHELDT, MAYOR





COUNCIL COMMUNICATION

CC #: 2601
File #: 0102-10

Title: Resolution - Placer SPCA 50th Anniversary
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 3/15/2023
Item #: 6.22.

RECOMMENDATION TO COUNCIL

Commend Placer SPCA for 50 years of outstanding service and dedication to the City of Roseville, and extend support for continued success in enhancing the lives of companion animals and supporting the human-animal bond.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Ceremonial documents meet the above criteria and are not subject to CEQA. No additional environmental review is required.

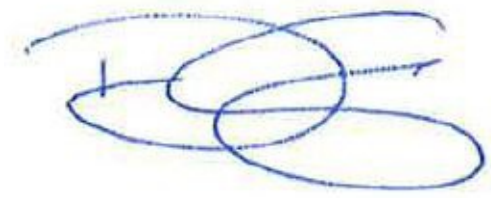
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Not applicable.

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a vertical stroke on the left side.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Placer SPCA 50th Anniversary

Resolution

WHEREAS, the Placer SPCA was founded in 1973 and is celebrating their 50th anniversary of playing an active and compassionate role in serving the animals and their owners in the community; and

WHEREAS, the Placer SPCA is the largest and most comprehensive non-profit animal welfare and sheltering organization in Placer County; and

WHEREAS, in the early years, the Placer SPCA operated without a shelter of its own and was run entirely by volunteers who found foster homes for animals; and

WHEREAS, in 1995 the first shelter was completed in the City of Roseville, and as a result, the City partnered with the Placer SPCA to shelter homeless and abandoned animals from the community; and

WHEREAS, in 2018, jointly with the City of Roseville, the Placer SPCA constructed a 21,000 square foot best-in-animal-welfare-practices Adoption & Education Center which provides a home-like setting for promoting an animal's adoptability; and

WHEREAS, the City of Roseville acknowledges the longstanding relationship with the Placer SPCA and considers the nonprofit organization a valued and appreciated partner working for many years providing service to the community; and

WHEREAS, the Placer SPCA continues to provide services for the pets and people of the community through low-cost spay/neuter services, pet food assistance for families in need, medical care for animals, low-cost vaccinations and microchipping for pets; and

WHEREAS, the Placer SPCA continues to offer programs aimed at keeping people and their pets together through the SOS program and behavior training; and

WHEREAS, the City of Roseville is appreciative of the professional, caring individuals who work and volunteer in concert with the Placer SPCA Board of Directors.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **PLACER SPCA** be commended for 50 years of outstanding service and dedication to the City of Roseville, and extended support for continued success in enhancing the lives of companion animals and supporting the human-animal bond.

SIGNED AND APPROVED this 15th day of March 2023.



BRUCE HOUDSHELDT, MAYOR



COUNCIL COMMUNICATION

CC #: 2596

File #: 0704 & 0201-01

Title: Roseville Soccer Complex - Award of Design-Build Construction Agreement and Budget Adjustment

Contact: Tara Gee 916-774-5253 tgee@roseville.ca.us

Meeting Date: 3/15/2023

Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

- 1) Award a Design-Assist Construction Agreement for the Roseville Soccer Complex project to Robert A. Bothman, inc. dba Robert A. Bothman Construction, Inc. for \$45,873,529; and
- 2) Adopt a resolution authorizing the City Manager to execute the agreement on behalf of the City of Roseville and providing change order authority of 3% of the contract amount; and
- 3) Adopt an ordinance to approve a budget adjustment in the amount of \$5,781,268.

BACKGROUND

In August 2022, Council approved the master plan for the Roseville Soccer Complex which included 10 lighted artificial turf soccer fields, a universally accessible playground and support features such as off-street parking, restrooms, shade structures, concession/officials room and walkways. At that time, a Subsequent Initial Study/Mitigated Negative Declaration was adopted to comply with the California Environmental Quality Act (CEQA) (SCH No. 2002082057). A Request for Proposals was issued in September 2022 seeking qualified Design-Assist contractors to partner with the City and the Design Consultant, Verde Design Group, on this project. Responses to the Request for Proposals were received in late October 2022. Interviews with three submitting contractor companies were conducted in November 2022. Negotiations on a guaranteed maximum price (GMP) began in December 2022 and concluded in January 2023. The GMP included value engineering efforts between the City, the Design Consultant and the top Contractor.

Staff recommends award of the project to Robert A. Bothman, Inc. dba Robert A. Bothman Construction, Inc. in the GMP amount of \$45,873,259.

Contingency - During the course of a construction project, it is common to encounter unanticipated or changed conditions in the field which necessitate additions or other changes to the project and the contract. Staff requests authorization to approve change order requests in an amount not to exceed 3% of the contract price in accordance with the terms and conditions of the contract.

Schedule - It is anticipated that construction would begin in the Summer 2023 and be complete in late 2025.

FISCAL IMPACT

Initial funding for the project was approved in FY2018-19. The project was augmented in FY2002-23 by \$40,050,000 from the General Fund, Strategic Improvement Fund and Public Facilities Fund. Staff is requesting approval of a budget adjustment in the amount of \$5,781,268. The budget adjustment includes \$3,000,000 from the West Roseville Neighborhood Park Fund (Fund 3311), \$1,500,000 from the West Roseville Citywide Park Fund (Fund 3304) and \$1,281,268 from repayment by Placer Valley Tourism of funds used in the early efforts of the Soccer Complex at a different location. The recommended budget adjustment will ensure adequate funds to enter into the agreement to construct the complex. Additional funding needed to complete this project will be incorporated into the FY2023-24 budget. This project includes multiple long fields and will be a regional draw for sporting events, resulting in added General Fund revenue to the City through sales tax and transient occupancy tax (hotel tax) revenue. This budget adjustment doesn't impact the General Fund. Maintenance for this facility will be budgeted in the Parks, Recreation & Libraries operations budget.

ENVIRONMENTAL REVIEW

Environmental review for the Roseville Soccer Complex was previously conducted as described above. The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA Guidelines §15060(c)(3) and §15378. The proposed budget adjustment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal D - Enhance economic vitality
Goal E - Deliver exceptional city services
Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tara Gee, Park Planning & Development Manager

Jill Geller, Parks, Recreation & Libraries Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

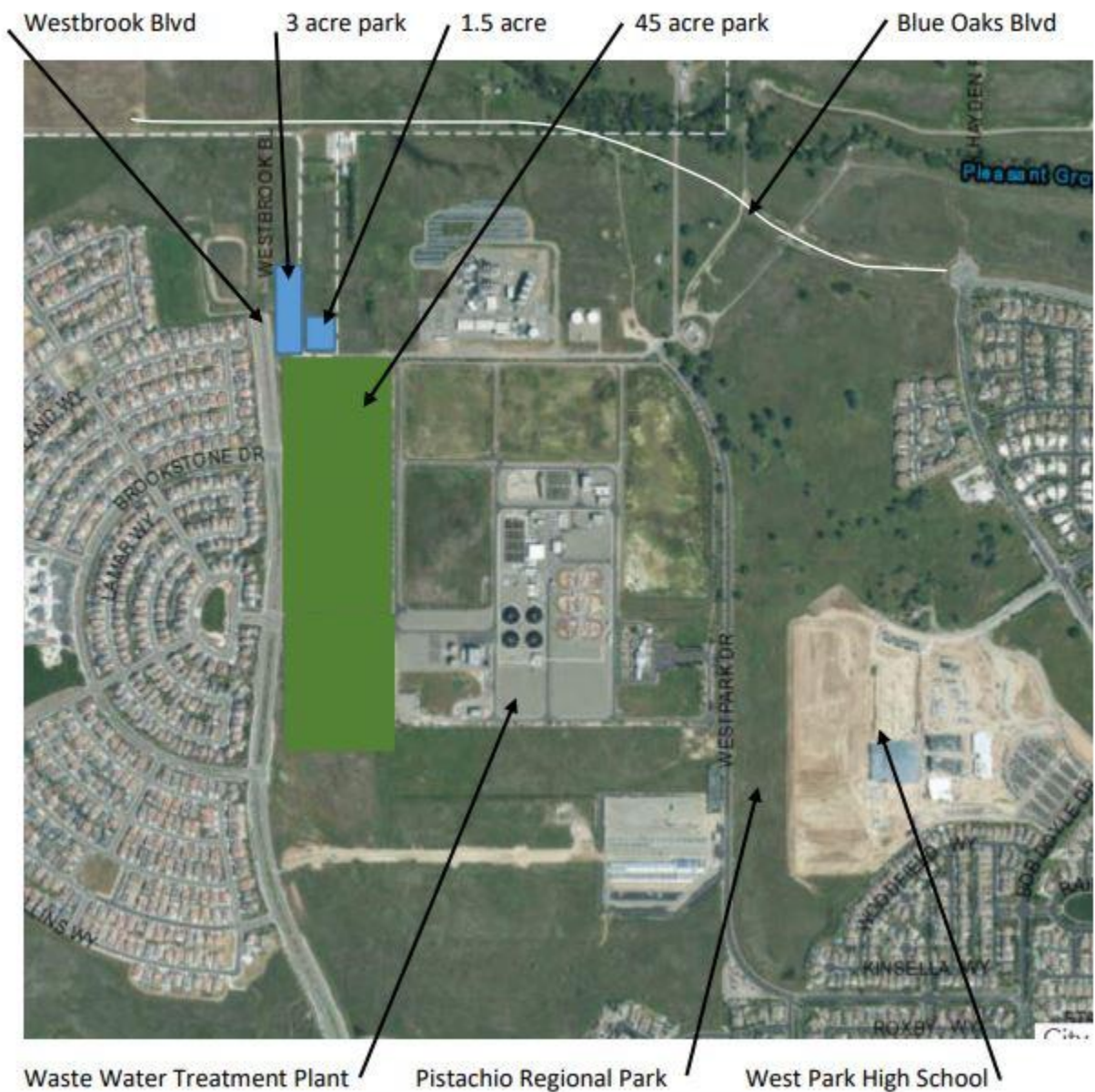
Vicinity Map

Resolution 23-098

Bothman Contract

Ordinance 6631

Budget Adjustment



Waste Water Treatment Plant

Pistachio Regional Park

West Park High School

RESOLUTION NO. 23-098

APPROVING A DESIGN-ASSIST CONSTRUCTION AGREEMENT, BY AND BETWEEN
ROBERT A. BOTHMAN, INC. DBA ROBERT A. BOTHMAN CONSTRUCTION, INC.,
AND THE CITY OF ROSEVILLE, AND AUTHORIZING THE CITY MANAGER TO
EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Design-Assist Construction Agreement for the Roseville Soccer Complex Project, by and between Robert A. Bothman, Inc. dba Robert A. Bothman Construction, Inc., and the City of Roseville, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said agreement is hereby approved.

BE IT FURTHER RESOLVED that the City Manager, or his designee, is authorized to approve change orders for the project, consistent with the contract terms, provided that the net cost of all change orders shall not exceed three percent (3%) of the contract price.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

DESIGN-ASSIST CONSTRUCTION AGREEMENT (PROJECT: ROSEVILLE SOCCER COMPLEX)

This Design-Assist Construction Agreement (“Agreement”) is made and entered into this ____ day of _____, 20____, by and between the City of Roseville, a municipal corporation (“CITY”) and Robert A. Bothman, Inc. dba Robert A. Bothman Construction, Inc., a California corporation (“CONTRACTOR”).

RECITALS

WHEREAS, CITY has issued a Request for Proposals (RFP #13-116) pursuant to which CITY solicited proposals from design-assist contractors to construct the Roseville Soccer Complex project (“Project”); and

WHEREAS, CONTRACTOR has submitted a Proposal, dated January 24, 2023, attached hereto and made a part hereof as Exhibit F, and CITY has selected CONTRACTOR to provide design and construction services as set forth in this Agreement; and

WHEREAS, CONTRACTOR is ready, willing and able to perform the aforementioned services required in accordance with the terms and conditions of this Agreement; and

NOW, THEREFORE, CITY and CONTRACTOR agree as follows:

ARTICLE 1

DEFINITIONS

1.1 “Applicable Laws” means all laws, codes, ordinances, rules and regulations of governmental authorities having jurisdiction over the Site and/or the Work.

1.2 “Application for Payment” means the document prepared by CONTRACTOR and submitted to CITY showing CONTRACTOR’s entitlement to progress payments, the requirements of which are more fully described in Section 5.3 hereof.

1.3 “Architect/Engineer” means a licensed professional(s) (and/or entity(ies)) retained by CITY, who provides architectural, design and/or engineering services as may be required by the Work. The Architect/Engineer shall be registered in the State of California and the architect and/or engineer of record for the Work pursuant to their design responsibilities. The Architect/Engineer may be substituted or replaced at the discretion of CITY.

1.4 “Authorized Representatives” means the Design-Assist Team and those individuals appointed by CITY and CONTRACTOR from time to time in accordance with the provisions of Section 3.1.1.

1.5 “Business Day” means any day when the office of the City Clerk of the City of Roseville is open for business.

1.6 “Certificate of Substantial Completion” means a certificate prepared by CONTRACTOR in accordance with Section 5.12 and forwarded to CITY.

1.7 “Certificate of Final Completion” means a certificate prepared by CONTRACTOR and forwarded to CITY stating that the Project is finally complete and that CONTRACTOR is entitled to Final Payment in accordance with Article 5 hereof.

1.8 “Change Directive” means a written order signed by CITY directing a change in the Work. A Change Directive shall state a proposed basis for adjustment, if any, in the GMP or Schedule. CITY may order changes in the Work within the general scope of the Contract, and a Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

1.9 “Change Order” means a written order signed by CONTRACTOR and CITY authorizing a change in the Work, which also may adjust the GMP and/or the Schedule, and which shall constitute a Modification. The GMP and/or Schedule may be changed only by Change Order.

1.10 “Change Proposal” means a proposal for a Change Order submitted by CONTRACTOR to CITY, either at the request of CITY, or at CONTRACTOR's own initiative.

1.11 “Construction Allowance Items” [reserved]

1.12 “Construction Documents” means the plans and specifications prepared by the Design-Assist Team for the Project, approved by CITY, and incorporated into this Agreement by reference after such approval, to be used to construct the Project. The Construction Documents shall set forth in detail all items necessary to complete the construction of the Project in accordance with the Contract Documents (subject to their completion following commencement of the Construction Phase). All amendments and modifications to the Plans and Specifications must be approved by CITY prior to incorporation into this Agreement. CONTRACTOR's attention is hereby directed to the confidentiality requirements of Section 2.2.

1.13 “Construction Notice to Proceed” means the notice given by CITY to CONTRACTOR stating that the Site is available to CONTRACTOR and directing CONTRACTOR to commence construction of the Project in accordance with Section 4.2.1.

1.14 “Construction Phase” means the period beginning with the issuance of the Construction Notice to Proceed and ending on the date of Final Completion of the Project.

1.15 “Construction Work” means that portion of the Work consisting of the provision of labor, materials, equipment and services in connection with the construction of the Project as set forth in the Contract Documents.

1.16 “Contingency Costs” means those items of Cost of the Work attributable to a contingency for which CITY is responsible and which are payable by CITY to CONTRACTOR pursuant to a Change Order as provided in Article 6.

1.17 “Contract Documents” means this 1) Agreement, 2) its Exhibits, and 3) the Construction Documents, all of which, together with this Agreement, form the entire integrated agreement between CITY and CONTRACTOR. In the event of a conflict between any of these documents, this Agreement controls, followed by its Exhibits.

1.18 “Contract” or “Agreement” means this Design-Assist Construction Agreement, its exhibits, and all amendments and/or modifications hereto executed by the parties.

1.19 “Contract Time” means the period of time, including authorized adjustments, allotted in the Schedule for the Final Completion of the Work.

1.20 “CONTRACTOR” means the individual or entity identified in the preamble to this Agreement.

1.21 “CONTRACTOR Event of Default” shall have the meaning set forth in Section 12.1 hereof.

1.22 “Cost of the Work” consists of those items of Work, which are paid for by CITY to CONTRACTOR, and consist of those categories of costs set forth as allowable on Exhibit A.

1.23 “CPM” means a critical path method schedule in the form of precedents, networks and time sequences.

1.24 “Day” or “Days” means calendar days.

1.25 “Delay Costs” means those items of Cost of the Work attributable to an Excusable Delay for which CITY is responsible and which are payable by CITY to CONTRACTOR pursuant to a Change Order as provided in Article 6.

1.26 “Design-Assist Team” includes the following: Architect/Engineer; CONTRACTOR; and/or others as coordinated by CONTRACTOR and CITY.

1.27 “Design Development Documents” means the drawings, specifications and other documents prepared by the Design-Assist Team for CITY's review and approval prior to the preparation of the Construction Documents. The Design Development Documents shall illustrate the scale and relationship of Project components, outline the nature and structural exterior and three dimensional scale of the Project and shall fix and describe in detail the configuration and character of the Project concerning all items of the Project necessary for the complete and final preparation of the Construction Documents in accordance with the requirements of the Contract Documents, including architectural and electrical systems, materials and such other elements as may be appropriate. CONTRACTOR's attention is hereby directed to the confidentiality requirements of Section 2.2.

1.28 “Design Materials” means any and all documents, shop drawings, electronic information, data, plans, drawings, sketches, illustrations, specifications, descriptions, models and other information developed, prepared, furnished, delivered or required to be delivered by CONTRACTOR to CITY under the Contract Documents or developed or prepared by CONTRACTOR specifically to discharge its duties under the Contract Documents. CONTRACTOR’s attention is hereby directed to the confidentiality requirements of Section 2.2.

1.29 “Design-Assist Work” means that portion of the Work consisting of the design-assist services required to be provided in connection with the Architect/Engineer’s design of the Project as set forth in the Contract Documents, which shall be performed consistent with the standards of care set forth herein.

1.30 “Excusable Delay” shall have the meaning set forth in Section 4.4.2 hereof.

1.31 “Fee”, if applicable, means the fee payable to CONTRACTOR pursuant to this Agreement and as part of the GMP, if shown on Exhibit A attached hereto.

1.32 “Final Completion” means the point at which the Work has been completed in accordance with the terms and conditions of the Contract Documents, including completion of all Punch list items.

1.33 “Force Majeure” means labor dispute (excluding labor shortage), fire, unusual delay in transportation or delivery, unavoidable casualty, flood (assuming CONTRACTOR has taken reasonable precautions), earthquake, epidemic, civil disturbance, war, freight embargo, riot, sabotage (by persons other than CONTRACTOR or Subcontractors), material shortage or any other similar act or condition, in each case only to the extent the event in question is beyond the reasonable control of and without the fault or negligence of CONTRACTOR.

1.34 “Governmental Approvals” means those CITY approvals necessary for the completion of the Project, including, but not limited to, modification of existing zoning, vacation of certain streets and/or alleys, and modifications to or variances from applicable building or zoning regulations.

1.35 “Guaranteed Maximum Price” or “GMP” means the amount set forth on Exhibit A hereto, which may be increased or decreased in accordance with the provisions of the Contract Documents.

1.36 “Hazardous Materials” means those items identified on Exhibit C hereto.

1.37 “Indemnified Parties” includes, but is not limited to, CITY, its agents, officers, employees, and volunteers.

1.38 “Liquidated Damages” means the damages payable by CONTRACTOR to CITY in the event CONTRACTOR does not achieve Final Completion of the Project by the date required on the Schedule, as adjusted, as more fully described in Section 4.6 hereof.

1.39 “Modification” means an amendment to this Agreement executed by the parties after the date hereof.

1.40 “Party” shall mean CITY or CONTRACTOR individually, and **“Parties”** shall mean CITY and CONTRACTOR collectively.

1.41 “Payment and Performance Bonds” means the payment bond and performance bond issued by an admitted Surety covering the faithful performance and completion of the Construction Work, including payment for all materials and labor furnished or supplied in connection with the Construction Work, by CONTRACTOR. Such bonds shall be in the form described in Exhibit E.

1.42 “Project” means the design and construction of the project described in the Recitals, together with all on-site infrastructure, site improvements and appurtenances to be designed, constructed and installed in connection therewith, as more fully set forth and described in the Contract Documents and as required thereby or reasonably inferred therefrom.

1.43 “Project Manager” means the person assigned by the director of the CITY administering department to monitor the Project and Work.

1.44 “Punch List” means those minor items of Work to be completed after Substantial Completion and prior to Final Completion, which do not prevent the Project from being used for the purpose for which it is intended and which will not prevent beneficial occupancy or use.

1.45 “Retention” means the amount withheld from progress payments from CITY to CONTRACTOR from time to time, as more fully described in Article 5 hereof.

1.46 “Schedule” means the schedule pursuant to the Proposal and/or other Contract Documents to which CONTRACTOR has agreed to complete the Work. The Schedule shall be adjusted pursuant to the provisions of the Contract Documents. In the event the Schedule is not contained within the Proposal, then CONTRACTOR shall provide to CITY, within fifteen (15) days of issuance of a notice to proceed by CITY, with a complete milestone schedule identifying, among other things, critical paths (if any) and total calendar days until Substantial and Final Completion. In the event the Schedule is contained in the Proposal, the start of the Schedule shall be adjusted by the CONTRACTOR to reflect the date of the Notice To Proceed.

1.47 “Scheduled Date of Substantial Completion” means the date CONTRACTOR has agreed to achieve Substantial Completion of the Project in accordance with the Schedule, as adjusted.

1.48 “Scope Change Costs” means those items of Cost of the Work attributable to changes in scope of the Work and payable by CITY to CONTRACTOR pursuant to a Change Order, as provided in Article 6.

1.49 “Separate Contractors” means those individuals or entities (including, but not limited to, concessionaires) who have entered into arrangements with CITY for the provision of labor, materials or other services in connection with the Project.

1.50 “Site” is the real property on which the Project will be located.

1.51 “Subcontract” means an agreement between CONTRACTOR and another person or entity engaged to perform a portion of the Work.

1.52 “Subcontractor” means an individual or entity who has entered into an agreement with CONTRACTOR or another Subcontractor for the provision of labor, materials or other services required to be performed by CONTRACTOR under the Contract Documents.

1.53 “Substantial Completion” means the stage in the progress of the Work when the Work or a designated portion thereof is sufficiently complete in accordance with the Contract Documents so that CITY may use the Project for its intended purpose.

1.54 “Surety” means one or more issuers of the Payment and Performance Bonds, each of which shall be admitted and licensed to do business in the State of California.

1.55 “Unexcusable Delay” shall have the meaning set forth in Section 4.4.

1.56 “Work” or “Scope of Work” means the Project, inclusive of all labor, materials and services required to be performed or provided by CONTRACTOR officers, employees, agents, Subcontractors or Suppliers pursuant to the provisions of this Agreement and its Exhibits (including, the entirety of Exhibit F).

ARTICLE 2 SCOPE OF WORK / PROJECT REQUIREMENTS

2.1 Performance of Work. CONTRACTOR shall perform the Work in accordance with this Agreement. CONTRACTOR covenants and agrees that it shall be responsible for performing and completing, and for causing all Subcontractors to perform and complete, the Work in accordance with the Contract Documents, standard professional and trade practices, and Applicable Laws. CONTRACTOR covenants that the Work and the materials provided thereunder shall be appropriate for the purposes stated in the Request for Proposal and Proposal. Although it is the responsibility of CONTRACTOR to conform the Work to Applicable Laws at all times, to the extent there is a change in one or more Applicable Laws after the date of execution of this Contract, and such change has the effect of increasing the cost or time of performance of the Work, such change may be the subject of a Change Order under the provisions of Article 6 hereof.

2.1.1. Noise and Night Work. CONTRACTOR shall comply with CITY’s noise ordinance.

2.2 Professional Standard; Ownership of Documents.

2.2.1 Standards of Performance. The Work shall be performed by CONTRACTOR in accordance with the professional standards applicable to projects, buildings or work of complexity, quality and scope comparable to the Work and the Project. CONTRACTOR may make such additions or substitutions to personnel and responsibilities as it deems necessary or appropriate in order to carry out its responsibilities hereunder, provided such personnel shall be suitably qualified. Nothing in this Agreement shall be construed to create any contractual liability with CITY toward any Subcontractor.

2.2.2 Design Documents and Materials, and Confidentiality.

2.2.2.1 CITY shall have unlimited rights to copy and use in connection with the Project all Design Materials, including the right to use same on the Project at no additional cost to CITY, regardless of degree of completion, provided that said services performed have been fully paid for as required by the terms of this Agreement. CONTRACTOR and its Subcontractors shall keep all design documents confidential, and shall not disclose such documents except as may be required in performance of the Work or pursuant to legal process.

2.3 Local Conditions; Environmental Site Conditions.

2.3.1 Local Conditions. CONTRACTOR represents that it has taken steps reasonably necessary to ascertain the nature and location of the Work, and that it has investigated and satisfied itself as to the general and local conditions which are applicable to the Work such as (a) conditions bearing on transportation, disposal, handling and storage of materials; (b) the availability of labor, water, power and roads; (c) normal weather conditions; (d) observable physical conditions at the Site; (e) the surface conditions of the ground; and (f) the character of equipment and facilities needed prior to and during the performance of the Work. To the extent CONTRACTOR encounters subsurface or concealed conditions which differ materially from that actually known by CONTRACTOR on the date of this Agreement or from those ordinarily found to exist and generally recognized as inherent in the activities of the character provided in the Contract Documents; then CONTRACTOR shall give notice to CITY promptly before conditions are disturbed and in no event later than two (2) Days after the first observance of the conditions if a Change Order is contemplated by CONTRACTOR due to such condition. Such materially different conditions may entitle CONTRACTOR to an equitable adjustment in the GMP and/or Schedule pursuant to the Change Order provisions of this Agreement.

2.3.2 Hazardous Materials. The Parties' agreement as to the handling of Hazardous Materials discovered at the Site (and not brought there by CONTRACTOR or any Subcontractor) is set forth in Exhibit C hereto, and the only duties and responsibilities of CONTRACTOR in connection therewith are as therein specified, notwithstanding any other provision of this Agreement.

2.4 Design Development Documents and Construction Documents.

2.4.1 General. The Design-Assist Team understands that all construction documents, working drawings and specifications (“Submittals”) must be coordinated with, and approved by, CITY prior to construction. CONTRACTOR shall allow CITY a minimum of fourteen (14) days for review of Submittals and corrections made thereto. CONTRACTOR shall work with the Design-Assist Team to prepare, for the approval of CITY, working drawings and specifications setting forth in detail the requirements for the construction of the Project in its entirety including the necessary bidding information. CITY’s review of the Design Development Documents and the Construction Documents shall not relieve CONTRACTOR from its responsibilities under this Agreement, or be deemed to be an approval or waiver by CITY of any deviation from, or of CONTRACTOR’s failure to comply with, any provision or requirement of the Contract Documents, unless such deviation or failure has been identified as such in writing in the document submitted for approval by CONTRACTOR and approved by CITY. CONTRACTOR shall comply with all CITY construction standards as deemed applicable by the CITY. CONTRACTOR shall provide CITY with a complete, accurate, full size, and current set of as-built drawings in a hard copy acceptable to City prior to Final Completion.

The Architect/Engineer is the entity professionally responsible for the design of the Project. CITY acknowledges that CONTRACTOR is a general contractor and not an architect or engineer. Except with respect to any subcontractors of CONTRACTOR providing architectural or engineering services for the Project as design-build work, CONTRACTOR’s review of or input for any design documents, or CONTRACTOR’s recommendation for any design concepts, is made solely in CONTRACTOR’s capacity as a licensed contractor and not as a licensed design professional. CONTRACTOR is not responsible for any errors in the design or failure of the design to comply with applicable laws, codes, rules and regulations, or lawful orders of public authorities. However, if CONTRACTOR observes any such nonconformity or errors it shall promptly notify CITY and the Architect/Engineer.

2.4.2 Reliance on Approvals. CONTRACTOR shall be entitled to rely on the approvals of CITY with respect to the Design Materials. If CITY revokes, modifies or otherwise changes in a material way its approval of a given system after such system has been designed and approved, or modifies the original Scope of Work in a material manner requiring modification to one or more systems which have been designed and approved, CONTRACTOR shall be entitled to a Change Order in accordance with the provisions of Article 6 hereof. No Change Order shall be issued to the extent such modification is due to the fault or neglect of CONTRACTOR.

2.4.3 Review of Contract Documents and Field Conditions. CONTRACTOR shall take field measurements and verify field conditions and shall carefully compare such field conditions and other information known to CONTRACTOR with the Contract Documents before commencing activities. CONTRACTOR shall perform the Work in accordance with the Contract Documents and submittals approved in accordance with the procedures set forth in this Agreement.

2.5 Legal Requirements. CONTRACTOR shall comply with Applicable Laws, and shall give applicable notices pertaining thereto. Except with respect to Governmental Approvals, CONTRACTOR shall prepare and file all documents required to obtain the necessary approvals

of governmental authorities having jurisdiction over the Work and/or the Project and shall secure and pay for permits and governmental fees, licenses and inspections necessary for the proper execution of the Work and completion of the Project. Notwithstanding the foregoing, CITY has informed CONTRACTOR that fees in connection with building permits, street use permits, and similar permits relating to construction will be waived and are not to be included in the GMP. If and to the extent charges in the future for such permits are imposed in the future, such charges shall be paid by CITY, or shall be the subject of a Change Order to the Contract in accordance with the Change Order provisions of this Agreement.

2.6 Services and Facilities.

2.6.1 General. CONTRACTOR shall provide everything required for the orderly progress and proper execution and completion of the Work and the Project in accordance with the requirements of the Contract Documents, whether temporary or permanent and whether or not incorporated or to be incorporated into the Work, including, but not limited to, services, labor, materials, equipment, furnishings, tools, construction equipment and machinery, utilities, transportation and other facilities and services.

2.6.2 Supervision. CONTRACTOR shall supervise and direct the Work in accordance with its best skill and attention. CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures. CONTRACTOR shall be responsible to CITY for the acts and omissions of, and whenever this Contract refers to the negligence, fault or omission of CONTRACTOR, such term shall include the negligence, fault or omission of, CONTRACTOR's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under an agreement with CONTRACTOR. CONTRACTOR shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by tests, inspections or approvals required or performed by persons other than CONTRACTOR.

2.6.3 Coordination. CONTRACTOR shall coordinate construction requirements with governmental agencies, utilities, and all other parties either involved in infrastructure improvements or otherwise affected by the design and construction requirements.

2.6.3.1 Design-Assist Development Coordination. CONTRACTOR understands and agrees that all Design Development Documents and time schedules prepared by Architect/Engineer must be coordinated with CONTRACTOR and CITY. CONTRACTOR shall participate and provide recommendations in the development of the drawings and other documents to fix and describe the size and character of the Project in its entirety as to structural, and electrical systems, materials and other essentials in CONTRACTOR's capacity as a general contractor and not as a design professional, focusing on constructability and cost implications of the evolving design.

2.6.3.2 Construction Documents Coordination. [reserved]

2.6.4. Cooperation. CONTRACTOR shall cooperate with the Architect/Engineer, and CITY's financial, design and construction consultants and all other designated representatives during the design and construction of the Project.

2.6.5 Management. CONTRACTOR shall implement suitable management systems and work plans for the Project relative to Project safety, quality assurance and managing and controlling the Work.

2.6.6 Reports. CONTRACTOR shall prepare and submit to CITY monthly progress reports on the Work accomplished during the previous monthly period, which reports shall be prepared in a manner and in a format reasonably acceptable to CITY. Such reports shall be furnished at the time of submission of each monthly Application for Payment. As part of such report, CONTRACTOR shall provide an updated Schedule, including CPM, if any, illustrating the progress that has been made, by reference to the initial CPM, and specifying whether the Work is on schedule or behind schedule and actions being taken to correct Schedule slippage. The monthly report shall also set forth CONTRACTOR's projected progress for the forthcoming month.

2.7 Warranty. CONTRACTOR warrants to CITY that any and all materials, equipment and furnishings incorporated in the Work will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Construction Work will be free from defects not inherent in the quality required or permitted, and that the Construction Work will conform with the requirements of the Contract Documents. Construction Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective by CITY at its sole discretion.

CONTRACTOR shall warranty the Construction Work for a period of one-year commencing upon recording of the notice of completion. If within this one-year warranty period any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, CONTRACTOR shall correct it promptly after receipt of written notice from CITY to do so. CITY shall give such notice promptly after discovery of the condition. CONTRACTOR shall bear the cost of correction.

CONTRACTOR's attention is directed to Section 9.3 below regarding Warranty Bond requirements.

2.8 Taxes. CONTRACTOR shall pay, as Cost of the Work, all existing and future applicable federal, state and local sales, consumer, use and similar taxes, whether direct or indirect, relating to, or incurred in connection with, the performance of the Work (excluding taxes based on CONTRACTOR's income). In the event CONTRACTOR is obligated to pay any new or increased taxes or duties adopted after the date hereof, the amount of such new or increased taxes shall increase the GMP pursuant to the Change Order provisions of this Contract. In the event CONTRACTOR receives the benefit of a tax exemption or tax reduction taking effect after the date hereof, the amount of such exemption or reduction shall decrease the GMP pursuant to the Change Order provisions of this Contract

2.9 Access by CITY. CONTRACTOR shall afford CITY and its authorized designees access to the Project Site at all times, subject to reasonable prior notice for access outside of normal business hours.

2.10 Use of Site. CITY shall be permitted beneficial use of the Work.

2.11 Patents, Trademarks, Copyrights. CONTRACTOR shall pay, as a Cost of the Work, all-applicable royalties and license fees on any matters arising in connection with the Work. CONTRACTOR shall defend all suits or claims for infringement of patent, trademark, and copyrights against the Indemnified Parties, and shall save the Indemnified Parties harmless from loss on account thereof for any and all matters arising in connection with the Work or the Project (such costs to be paid as Cost of the Work), except with respect to any particular design process or the product of a particular manufacturer or manufacturers specified and required by CITY, other than pursuant to the recommendation or suggestion of CONTRACTOR or a subcontractor; provided however, if CONTRACTOR has reason to believe that the design, process or product so specified is an infringement of a patent, CONTRACTOR shall be responsible for any loss resulting unless CONTRACTOR has provided CITY with prompt written notice of CONTRACTOR's belief, and CITY has nevertheless elected to go forward with such design, process or product so specified.

2.12 Rubbish; Debris; Cleanup. During the performance of all on-site Work, CONTRACTOR shall at all times, as a Cost of the Work, keep the Site and adjacent streets, properties and sidewalks reasonably free from waste materials, debris and/or rubbish, and shall employ adequate dust control measures. If accumulation of such materials, debris, rubbish or dust constitutes a nuisance or safety hazard or is otherwise objectionable in the reasonable opinion of CITY, CONTRACTOR shall promptly remove them. Upon Substantial Completion of the Work, or any portion or component thereof, CONTRACTOR shall remove from the Site, or applicable portion thereof, all tools, construction equipment, machinery, surplus materials, waste materials and rubbish and shall leave the Site in a "broom clean" condition. If CONTRACTOR fails to clean up as provided in the Contract Documents, CITY may do so and the cost thereof shall be charged to CONTRACTOR as a Cost of the Work.

2.13 Permits, Fees and Notices. Unless otherwise provided in the Contract Documents, and subject to the provisions of Section 2.5 hereof, CONTRACTOR shall secure all permits, governmental fees, licenses and inspections necessary for the proper execution and completion of the Work. To the extent there is a change in the type or cost of any of such permits, fees, licenses or inspection occurring after execution of this Agreement, there shall be an equitable adjustment in the GMP and Schedule on account of such change in accordance with the Change Order provisions. CONTRACTOR shall comply with and give notices required by Applicable Laws.

2.14 Shop Drawings, Product Data, Samples and Other Submittals.

2.14.1 Documents and Samples at the Site. From and after commencement of the Construction Work, CONTRACTOR shall maintain at the site one record copy of the Construction Documents, and any and all amendments thereto, in good order and marked to

record changes and selections made during the Construction Phase. In addition, CONTRACTOR shall maintain at the site approved shop drawings, product data, samples and similar required submittals. These shall be provided to CITY upon completion of the Work.

2.14.2 Shop Drawings, Product Data, Samples and Other Submittals.

2.14.2.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by CONTRACTOR, a Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

2.14.2.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by CONTRACTOR to illustrate materials or equipment for some portion of the Work.

2.14.2.3 Samples are physical examples, which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

2.14.2.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way CONTRACTOR proposes to conform the construction to the Construction Documents.

2.14.2.5 Submission of items listed in section 2.14.2.4. [reserved]

2.14.3 Responsibility. CONTRACTOR shall not be relieved of responsibility for the deviations from requirements of the Contract Documents by CITY's approval of Shop Drawings, Product Data, Samples or similar submittals unless CONTRACTOR has specifically informed CITY of such deviation at the time of the submittal and CITY has given written approval to the specific deviation. CONTRACTOR shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by CITY's approval thereof.

2.15 Tests and Inspections

2.15.1 Initial Tests and Inspections. Tests, inspections and approvals of portions of the Construction Work shall be made as required by the Contract Documents, Applicable Laws or normal construction practices and/or as directed by CITY. Unless otherwise provided, CONTRACTOR shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to CITY, or with the appropriate public authority. The costs of such tests, inspections and approvals shall be a cost paid by CONTRACTOR. CONTRACTOR shall give CITY timely notice of when and where tests and inspections are to be made so that CITY may observe such procedures. All costs of tests, inspections or approvals imposed upon CONTRACTOR by changes in Applicable Laws occurring after execution of this Agreement shall be an increase to the GMP in accordance with the Change Order provisions herein.

2.15.2 Additional Tests and Inspections. If CITY, or any other public authority having jurisdiction, determines that portions of the Construction Work require additional testing, inspection or approval beyond that required by subsection 2.15.1, CITY will instruct CONTRACTOR to make arrangements for such additional testing, inspection or approval by an entity acceptable to CITY, and CONTRACTOR shall give timely notice to CITY of when and where tests and inspections are to be made so CITY may observe such procedures. If such additional tests and/or inspections reveal failure of the portions of the Work to comply with the requirements of the Contract Documents, the costs of such tests and required correction shall be paid as a Cost of the Work, subject to the limitations set forth in Section 2.22 hereof. If the additional tests and/or inspections show that the portions of the Work comply with the requirements of the Contract Documents, the costs thereof shall be an increase to the GMP in accordance with the Change Order provisions of this Agreement.

2.15.3 Required Certificates. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by CONTRACTOR and promptly delivered to CITY.

2.1 5.4 Timing of Testing. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

2.16 Execution, Correlation and Intent.

2.16.1 Execution of Agreement. Execution of this Agreement by CONTRACTOR is a representation that CONTRACTOR has visited the Site, become familiar with the local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

2.16.2 Intent of Contract Documents. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by CONTRACTOR. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by CONTRACTOR shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the intended results.

2.16.3 Organization of Materials. Organization of the Design Materials into divisions, sections and articles, and arrangement of drawings does not necessarily control CONTRACTOR in dividing the Construction Work among Subcontractors or in establishing the extent of Construction Work performed by any trade.

2.16.4 Meaning of Words. Unless otherwise stated in this Agreement, words which have well-known technical or construction industry meanings are used in accordance with such recognized meanings.

2.17 Labor and Materials; Liens (Stop Payment Notice Claims); Indemnity. Unless otherwise provided in the Contract Documents, CONTRACTOR shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities,

transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. CONTRACTOR shall enforce strict discipline and good order among CONTRACTOR's employees, subcontractors, and other persons carrying out the Work. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

CONTRACTOR shall not permit any Subcontractor, materialman, or laborer to place liens on the Project covering any portion of the Work for which CITY has made payment to CONTRACTOR. If any liens (e.g., stop payment notice claims) are imposed, CITY may withhold payment in the amount of 125% of the claim until such time an unconditional release is provided in a form satisfactory to CITY. CONTRACTOR shall indemnify, defend, and hold harmless CITY regarding any claim or lien that proceeds to, or is the subject of litigation. CITY may withhold payment(s) pending compliance with this provision.

2.18 Cutting and Patching.

2.18.1 Cutting and Patching of the Work. CONTRACTOR shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

2.18.2 Damage to Work of CITY or Separate Contractors. CONTRACTOR shall not damage or endanger a portion of the completed Work, fully or partially completed construction of CITY, or work or construction by Separate Contractor(s) by cutting, patching or otherwise altering such construction or work, or by excavation. CONTRACTOR shall not cut or otherwise alter such construction by CITY or a Separate Contractor except with written consent of CITY and of such Separate Contractor, such consent not to be unreasonably withheld.

2.19 Uncovering of Construction Work.

2.19.1 Uncovering. If a portion of the Construction Work is covered contrary to CITY's written request to observe such work prior to it being covered or contrary to requirements of the Contract Documents, it must, if directed in writing by CITY, be uncovered for CITY's observation and be replaced without change in the Schedule or GMP. The costs of such uncovering and replacement shall be Cost of the Work, subject to the limitation set forth in Section 2.22 hereof.

2.19.2 Covering of Work Requested to be Observed. If a portion of the Construction Work has been covered which CITY has not specifically requested to observe prior to its being covered, CITY may request to see such Construction Work and it shall be uncovered by CONTRACTOR. If such Construction Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to CITY and shall increase the GMP. An appropriate time extension shall also be given. If such Construction Work is not in accordance with the Contract Documents, CONTRACTOR shall pay such costs as Cost of the Work, unless such condition was caused by CITY or a Separate

Contractor in which event CITY shall be responsible for payment of such costs by appropriate Change Order, and an appropriate time extension shall also be given.

2.20 Correction of Work.

2.20.1 Work Rejected by CITY. CONTRACTOR shall promptly correct Construction Work rejected by CITY or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. CONTRACTOR shall bear the costs of correcting such rejected Construction Work, as a Cost of the Work, including additional testing and inspection and compensation for services and expenses of CITY made necessary thereby.

2.20.2 [Intentionally deleted].

2.20.3 Removal of Work. CONTRACTOR shall remove from the Site portions of the Construction Work, which are not in accordance with the requirements of the Contract Documents and are neither corrected by CONTRACTOR nor accepted by CITY. The costs incurred in removing such Work shall be a Cost of the Work, subject to the limitation set forth in Section 2.22 hereof.

2.20.4 Failure to Correct Nonconforming Work. If CONTRACTOR fails to correct nonconforming Construction Work within a reasonable time, CITY may correct it in accordance with the terms of this Agreement. If CONTRACTOR does not proceed with correction of such nonconforming Construction Work within a reasonable time fixed by written notice from CITY, CITY may remove it and store the salvageable materials or equipment at CONTRACTOR's expense. If CONTRACTOR does not pay costs of such removal and storage within ten (10) Days after written notice, CITY may, upon ten (10) additional Days written notice, sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by CONTRACTOR, including compensation for services and expenses made necessary thereby. If such proceeds of sale do not cover costs which CONTRACTOR should have borne, CONTRACTOR shall pay such excess to CITY. If such proceeds are in excess of the costs which CONTRACTOR should have borne, such excess shall be paid by CITY to CONTRACTOR. If such costs arise during the performance of the Work, such costs shall be charged against the Cost of the Work. If such costs arise after Substantial Completion, such costs shall be payable as provided in Section 5.1.

2.20.5 Damaged or Destroyed Work. CONTRACTOR shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of CITY or Separate Contractors caused by CONTRACTOR's correction or removal of Construction Work which is not in accordance with the requirements of the Contract Documents. If such costs arise during the performance of the Work, such costs shall be charged against the Cost of the Work. If such costs arise after Substantial Completion, such costs shall be payable as provided in Section 5.1.

2.20.6 No Limitation. Nothing contained in this section 2.20 shall be construed to establish a period of limitation with respect to other obligations which CONTRACTOR might have under the Contract Documents.

2.21 Value Engineering. CONTRACTOR shall suggest to CITY value engineering to reduce the cost of the Project, which CITY may accept at its sole discretion. To the extent that CONTRACTOR provides value engineering suggestions or comments with respect to the Project's design, CITY acknowledges that such services are advisory only and not professional design services. CITY shall refer all such suggestions and comments to the Architect/Engineer for review and evaluation prior to CITY's acceptance thereof. CITY shall cause the Architect/Engineer to revise the Project's design documents to reflect all value engineering suggestions and comments accepted by CITY without delay or disruption to the timely and orderly progress of the Work, including revisions needed to address the impact of an agreed value engineering solution on other portions of the Work. The GMP and Contract Time shall be adjusted by Change Order promptly after CONTRACTOR's review and pricing of the change to the Work reflected in the revised design documents.

2.21.1 Subcontractors Bids. CONTRACTOR shall make recommendations to the Architect/Engineer regarding the appropriate quality of materials, equipment, component systems and types of construction for the most reasonable prices for inclusion in the Construction Documents, and CONTRACTOR shall also recommend to the Architect/Engineer and CITY reasonable adjustments in the scope of the Project so that the total cost bid by the bidding Subcontractors will not exceed the estimate.

2.22 Acceptance of Nonconforming Work. If CITY prefers to accept Work, which is not in accordance with the requirements of the Contract Documents, CITY may do so instead of requiring its removal and correction, in which case the GMP will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

2.23 Contractor Registration. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this Contract, 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.

ARTICLE 3 CITY'S RIGHTS AND RESPONSIBILITIES

3.1. Information and Services Required of CITY.

3.1.1 CITY Designation of Authorized Representative. Both Parties shall designate, from time to time, one or more representatives authorized to act on their behalf with respect to the Project, together with the scope of his/her respective authority. CONTRACTOR shall not be entitled to rely on directions from anyone outside the scope of that person's authority as set forth

in written delegations pursuant to this Agreement. Directions and decisions made by Authorized Representative(s) of CITY shall be subject to any further approval(s) required by any provisions of CITY's Charter or the Roseville Municipal Code.

3.1.2 Communication. During the term of this Contract, CITY shall communicate with Subcontractors, suppliers and others performing any part of the Work only through CONTRACTOR's Authorized Representative.

3.1.3 Governmental Approvals. CITY shall be responsible for obtaining the Governmental Approvals. Any delay in obtaining the Governmental Approvals may entitle CONTRACTOR to an equitable adjustment in the Schedule and GMP in accordance with the Change Order provisions of this Agreement, except to the extent such delay is due to the fault or neglect of CONTRACTOR.

3.2 [Intentionally deleted.]

3.3 [Intentionally deleted.]

3.4 Activities on the Site by CITY or Separate Contractors.

3.4.1 CITY's Right to Award Separate Contracts. CITY reserves the right to perform work or operations related to the Project, with CITY's own forces, and to award separate contracts to Separate Contractors in connection with other portions of the Project.

3.4.2 Integration of the Work with Separate Contractors. Following the request of CITY, CONTRACTOR shall prepare a plan in order to integrate the work performed by Separate Contractors with the performance of the Work, and shall submit such plan to CITY for approval. The plan shall be fair and reasonable for CONTRACTOR and the Separate Contractors, and CONTRACTOR shall work with the Separate Contractors to reach agreement on such plan. CONTRACTOR shall arrange the performance of the Work so that the Work and the work of the Separate Contractors are, to the extent applicable, properly integrated, jointed in an acceptable manner, and performed in the proper sequence so that any disruption or damage to the Work or to any work of Separate Contractors is avoided.

3.4.3 Coordination. CONTRACTOR shall provide for the coordination of the activities of CONTRACTOR and its Subcontractors with the activities of the Separate Contractors. CONTRACTOR shall participate with all Separate Contractors and CITY in reviewing and coordinating the schedules of the Separate Contractors with the Schedule. CONTRACTOR shall make any revisions to the Schedule deemed necessary to properly incorporate the work of the Separate Contractors with the Work. To the extent (a) the date of Substantial Completion is extended by such Schedule revision; (b) CONTRACTOR is required to perform its Work materially out of sequence, and in a manner which is not as efficient or cost effective as originally planned; or (c) the Scope of Work is increased, an equitable adjustment in the GMP and the Schedule shall be made in accordance with the Change Order provisions of this Agreement.

3.4.4 Use of Site. CONTRACTOR shall afford CITY and all Separate Contractors reasonable opportunity for storage of materials and equipment and performance of their work. CONTRACTOR shall also connect and coordinate its Work and operations with CITY and all Separate Contractors' operations as required by the Contract Documents. CITY shall direct the Separate Contractors to cooperate with CONTRACTOR and to avoid actions or omissions, which could interfere with or delay the activities of CONTRACTOR.

3.4.5 Deficiency in Work of Contractors. If part of CONTRACTOR's Work depends upon proper execution or results upon construction or operations by CITY or a Separate Contractor, CONTRACTOR shall, prior to proceeding with that portion of the Work, promptly report to the Separate Contractor and CITY apparent discrepancies or defects in such other construction that would render it unsuitable for proper execution and results by CONTRACTOR. CONTRACTOR and the Separate Contractor shall use good faith efforts to resolve any such discrepancies or defects or any disagreements relating thereto. Failure of CONTRACTOR to report such discrepancies or defects shall constitute acceptance by CONTRACTOR of the work of Separate Contractors as fit and proper to receive CONTRACTOR's Work (except as to those defects or discrepancies that are not apparent).

3.4.6 Claims Involving Separate Contractors. In the event that CONTRACTOR unnecessarily and unreasonably delays the work of Separate Contractors by not cooperating with them as required hereby, or by not affording them reasonable opportunity to perform their work as stated herein, CONTRACTOR shall, in such event, pay, as Cost of the Work, all reasonable direct incremental costs and expenses incurred by such Separate Contractors due to any such delays. If any Separate Contractor shall assert a claim or bring an action against CITY alleging damage due to the fault or neglect of CONTRACTOR, CITY shall immediately notify CONTRACTOR, who shall defend such claim. If it is determined that CONTRACTOR was at fault, CONTRACTOR shall pay all costs of defense, including attorney's fees, as well as any resulting judgment or settlement, as a Cost of the Work.

3.5 Assignment of Separate Contracts. If CITY determines that it wishes to assign to CONTRACTOR one or more contracts between CITY and a Separate Contractor, it shall give CONTRACTOR written notice of such desire, including in such notice a copy of such contract for CONTRACTOR's review and approval. The Separate Contractor shall be fully qualified to perform the work under the to-be-assigned contract, shall possess the financial capability to perform its obligations under such to-be-assigned contract, and shall provide one hundred percent (100%) payment and performance bonds covering such work from sureties meeting the standards set forth in Section 1.53 hereof. Such contract shall contain provisions similar to those contained in CONTRACTOR's agreements with its Subcontractors with respect to liability, indemnification, retention, payment, labor, warranty, and other material items. Upon CONTRACTOR's approval of the assignment of such contract, which approval shall not be unreasonably withheld, delayed or conditioned, such Separate Contractor shall cease to be a Separate Contractor and shall thereafter be deemed to be a Subcontractor of CONTRACTOR, and the GMP shall be increased by Change Order in the amount of (a) such assigned contract, and (b) the additional Fee pursuant to the provisions of Section 6.5.1.

3.6 CITY's Right to Stop the Work. If CONTRACTOR persistently fails to correct Work which is not in accordance with the requirements of the Contract Documents and this Agreement or persistently fails to carry out the Work in accordance with the Contract Documents, CITY, by written order signed by CITY, may deliver a notice to CONTRACTOR setting forth that such a persistent and material failure is occurring and has occurred, and demanding that CONTRACTOR commence a cure of such persistent and material failure within twenty (20) Days and diligently pursue such cure thereafter. In the event that the cure is not commenced and pursued diligently, CITY may, by written notice to CONTRACTOR, order CONTRACTOR to stop the Work, or any portion thereof, until the use for such order has been eliminated; provided, however, that the right of CITY to stop the Work shall not give rise to a duty on the part of CITY to exercise this right for the benefit of CONTRACTOR or any other person or entity and shall not give rise to any liability of CITY to CONTRACTOR resulting from any delay (except to the extent that such order is found to be improper).

3.7 CITY's Right to Carry out the Work. If CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) Day period after receipt of written notice from CITY to commence and diligently continue correction of such default or neglect with diligence and promptness, CITY may after such seven (7) Day period give CONTRACTOR a second written notice to correct such deficiencies within such second seven (7) Day period. If CONTRACTOR within such second seven (7) Day period after receipt of such second notice fails to commence and diligently continue to correct any deficiencies, CITY, without prejudice to other remedies CITY may have, may correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to CONTRACTOR the cost of correcting such deficiencies, including Compensation for additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due to CONTRACTOR are insufficient to cover such amounts, CONTRACTOR shall pay the difference to CITY.

ARTICLE 4 TIME

4.1. Progress and Completion. Time limits stated in the Contract Documents are of the essence of this Agreement. By executing this Agreement, CONTRACTOR confirms that the Contract Time is a reasonable period of time for achieving Final Completion of the Work.

4.2 Schedule Obligations.

4.2.1 Contract Schedule and Notice To Proceed. CONTRACTOR shall provide a schedule as stated in Section 1.46. CONTRACTOR shall begin work pursuant to this Agreement and in accordance with the Schedule (as described in Exhibit F) within fifteen (15) calendar days of the date of issuance of a Notice To Proceed by CITY, unless extended at the request made to and at the sole discretion of City. CONTRACTOR shall update said schedule to commence from the date of this Agreement, and the overall timeline shall remain consistent with the original schedule. CITY may issue the Notice To Proceed within fifteen (15) days of full execution of this Agreement.

4.2.2 Prosecution of the Work. CONTRACTOR shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Schedule. If the rate of progress is such that the total amount of Work and/or the degree of completion of the Project accomplished by CONTRACTOR within any time period required by the Schedule is less than the amount therein specified, CONTRACTOR shall so notify CITY. If the delay is an Unexcused Delay, CONTRACTOR shall prepare a recovery schedule for CITY's review and approval, showing how CONTRACTOR will compensate for the delays and achieve Final Completion by the date shown on the Schedule. If CONTRACTOR is unable to demonstrate how it will overcome Unexcused Delays, CONTRACTOR shall employ such extraordinary measures as are necessary to bring the Work into conformity with the Final Completion Date set forth therein, the costs of which shall be a Cost of the Work and not exceed the GMP. If the delay is an Excusable Delay, CITY shall either (a) authorize an equitable extension in the Schedule to account for such delay, and equitably adjust the GMP on account of such delay, to the extent permitted by Article 6; or (b) request that CONTRACTOR prepare a recovery schedule showing how (if possible) CONTRACTOR can achieve Substantial Completion by the date shown on the Schedule (as modified), and equitably adjust the GMP in accordance with the Change Order provisions of this Agreement on account of any extraordinary activities required of CONTRACTOR on account of such recovery schedule. Schedule float (total float) shall be owned by CITY. As float is an expiring resource, if the Work is delayed on the critical path due to a delay caused by the CONTRACTOR and/or Architect/Engineer, the CONTRACTOR may not use any float created by such a delay on any other path without the express written approval of CITY.

4.3 Pre-construction Activities. Within thirty (30) Days after execution of this Agreement, CONTRACTOR shall submit to CITY for review a detailed schedule of pre-construction activities, by expanding the pre-construction activities set forth on the Schedule. This pre-construction schedule shall be prepared using the CPM, and shall show in sufficient detail the starting and completion times sequences of Subcontract award activities of CONTRACTOR, and identify all interface activities of CITY.

4.4 Extensions of Time.

4.4.1 General. An extension in the scheduled date of Final Completion will only be granted in the event of Excusable Delays affecting Work activities on the critical path.

4.4.2 Excusable Delays. Subject to 4.4.1 and 4.5.2, to the extent any of the following events results in an actual delay in the Work affecting Work activities on the critical path, such shall constitute an “**Excusable Delay**” (to the extent not set forth below, a delay will be considered an “**Inexcusable Delay**”).

4.4.2.1 Failure or inability of CITY to make available any or all of the Site in accordance with the requirements of the Schedule.

4.4.2.2 Failure or inability of CITY or CONTRACTOR to obtain necessary zoning changes, variances, code changes, permits or approvals from any governmental authority,

or failure to obtain any street or alley vacations required for the performance of the Work, except to the extent due to the fault or neglect of CONTRACTOR.

4.4.2.3 Delays resulting solely from the acts or omissions of Separate Contractors; provided however, only to the extent Separate Contractors perform their work improperly and not in accordance with any applicable critical path schedule.

4.4.2.4 Delays resulting from Force Majeure.

4.4.2.5 Differing, unusual or concealed site conditions that could not reasonably have been anticipated by CONTRACTOR in preparing the Schedule.

4.4.2.6 Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the site by CONTRACTOR or any Subcontractor.

4.4.2.7 Delays resulting from changes in Applicable Laws occurring after the date of execution of this Agreement.

4.4.2.8 Delays occurring solely due to the acts or omissions of CITY and those within the control of CITY, including, but not limited to, Separate Contractors.

4.4.2.9 Delays resulting from weather conditions, which shall be determined as follows: Should CONTRACTOR prepare to begin work at the regular starting time of any working day on which inclement weather, or the conditions resulting from the weather, prevents the Work from beginning at the usual starting time and the crew is dismissed as a result thereof and CONTRACTOR does not proceed with at least 75% of the normal labor and equipment force engaged in the current operations for at least 60% of the total daily time being spent, CONTRACTOR will not be charged for a working day, even if the conditions change during the course of the day. At the start of such days, CONTRACTOR shall notify CITY if CONTRACTOR believes that inclement weather or conditions resulting from the weather exist. A non-working day determination of such conditions shall be made by CITY, who will immediately notify CONTRACTOR.

4.4.2.10 Delays resulting from unproductive work days, which shall be determined as follows: When CONTRACTOR is prevented from working on current operations due to site conditions, CITY action, or force majeure for at least 60% of the total daily time on the controlling operations. Controlling operations are determined by the critical path method schedule described in the applicable CITY construction standards. The critical path schedule used in this determination shall be no more than thirty (30) days old. CONTRACTOR shall notify CITY if CONTRACTOR believes an unproductive work day exists upon discovery of such condition. A non-working day determination of such conditions shall be made by CITY, who will immediately notify CONTRACTOR.

4.4.3 Requirements for Schedule Amendment due to Excusable Delays. In order to obtain an extension of time due to an Excusable Delay, CONTRACTOR shall comply with the following requirements:

4.4.3.1 CONTRACTOR shall notify CITY of the Excusable Delay as soon as practicable, but in no event more than four (4) Business Days after CONTRACTOR becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days CONTRACTOR expects to be delayed. After the cessation of the Excusable Delay, CONTRACTOR shall notify CITY of the number of Days CONTRACTOR believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by CITY, the request for an extension of time contained in the resulting Change Order proposal shall be deemed sufficient for purposes of this subsection.

4.4.3.2 CONTRACTOR shall demonstrate to the satisfaction of CITY that the Excusable Delay in fact delayed the critical path for performance of the Work (by use of CPM analysis). Any delay that impacts the CPM will be presented to the Project Manager at the monthly meeting, and prior to completion of each activity.

4.4.4 Decision by CITY. Within thirty (30) Days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the parties as to the then current status of Excusable Delays and Inexcusable Delays, CITY will provide CONTRACTOR with written notice of CITY's determination of the respective number of Days of Excusable Delay and/or Unexcusable Delay within ten (10) Days after receipt by CITY of CONTRACTOR's written request for such determination. The issuance by CITY of such a determination shall not, however, be deemed a concurrence by CONTRACTOR of the matters set forth therein, and CONTRACTOR may invoke the dispute resolution procedures with respect to such determination. Pending completion of dispute resolution procedures, CONTRACTOR may take such acceleration or other measures required on account of CITY's determination of Inexcusable Delay, and if completion of the dispute resolution procedures results in CITY's determination being changed to Excusable Delay, the costs associated with such measures shall be paid by CITY as an increase to the GMP in accordance with the Change Order provisions of this Agreement.

4.5 Adjustment in GMP on Account of Extensions of Time.

4.5.1 Certain Excusable Delays. Section 4.5 governs the extent to which CONTRACTOR is entitled to an extension of time due to Excusable Delays. Provisions governing the payment of additional compensation on account of such Excusable Delays, (if any) are set forth in Article 6.

4.5.2 Concurrent Delays. To the extent CONTRACTOR is entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed or interrupted by the fault or neglect of CONTRACTOR, any subcontractor and/or by an Inexcusable Delay, CONTRACTOR shall not be entitled to any additional costs for the period of such concurrency.

4.6 Liquidated Damages.

4.6.1 General. CONTRACTOR and CITY acknowledge that in the event that CONTRACTOR fails to achieve Final Completion of the Project by the date established, CITY will incur substantial damages that shall be incapable of accurate measurement. Nonetheless, the parties acknowledge that on the date of this Agreement, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that CITY would incur as a result of late Completion of the Project. Such liquidated damages shall be in-lieu of actual damages resulting from late completion. The amount of the liquidated damages calculated hereunder does not include any penalty.

4.6.2 Amount of Liquidated Damages. If CONTRACTOR fails to achieve Final Completion of the Work on or before the Notice of Completion date, as adjusted for Excusable Delays, CONTRACTOR shall pay to CITY liquidated damages in the amount of \$800.00 (eight hundred dollars) per Day for each calendar day the date of Final Completion is inexcusably delayed. Payment of liquidated damages shall be made contemporaneously with CITY's required payment to CONTRACTOR, and such payments may be offset against each other.

ARTICLE 5 PAYMENT AND COMPLETION

5.1 Guaranteed Maximum Price ("GMP") and GMP Shared Savings. CITY shall pay for CONTRACTOR's performance under this Agreement the Cost of the Work and Fee (as described in Exhibit A hereto); provided, however, that the sum of the Cost of the Work and the Fee shall not exceed the GMP, as adjusted by Change Order/Directive in accordance with the Contract Documents. CONTRACTOR bears the risk of its increased costs due to market price increases (including escalating costs for materials).

5.2 Schedule of Values. Before the first Application for Payment, CONTRACTOR shall submit to CITY, and CITY shall approve, a schedule of values, setting forth the various portions of the Work, and the portions of the GMP allocated to each portion. This schedule of values shall be used as a basis for payment.

5.3 Applications for Payment. CONTRACTOR shall deliver to CITY not more than once each month an Application for Payment covering the Cost of Work and Fee applicable to the Work performed during the immediately preceding month. With each Application for Payment CONTRACTOR shall submit such evidence as may be necessary to demonstrate costs incurred on account of Cost of the Work during such month and the percentage of completion of each category of Work. CITY may reject requests for payment, or portions thereof, for Work, or portions thereof, not performed or completed.

5.4 Amount of Progress Payments. CITY shall pay CONTRACTOR the actual Cost of the Work and Fee, if any, through the period covered by the Application for Payment, less Retention as set forth in Section 5.5 below, provided that the aggregate payment amount before retention will not exceed the percentage of completion of the Work multiplied by the GMP (excluding items of the GMP not subject to retention). CITY may additionally withhold from progress payments such amounts pursuant to stop payment notice claims as required by law and CITY administrative regulation 4.01.

5.5 Retention; Escrow Agreement; Final Payment. Five percent (5%) Retention shall be withheld from each progress payment until the expiration of thirty-five (35) days following the recordation of the notice of completion; provided however, City shall continue to retain such amount as required by law and/or CITY administrative regulation 4.01. CONTRACTOR may elect to establish an escrow account for securities in-lieu of the five percent (5%) Retention in a form of escrow agreement compliant with law and subject to approval by the City Attorney (form of escrow agreement is attached as Exhibit D). Release of Retention monies shall constitute the Final Payment.

5.6 Early Release of Subcontractor Retention. [reserved]

5.7 Payment for On-Site and Off-Site Stored Materials. [reserved]

5.8 Title to Construction Work. CONTRACTOR warrants that title to all Construction Work covered by an Application for Payment shall pass to CITY no later than the time of payment. CONTRACTOR further warrants that upon submittal of an Application for Payment, all Construction Work for which Applications for Payment have been previously issued and payments received from CITY shall, to the best of CONTRACTOR's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of CONTRACTOR, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials or equipment relating to the Construction Work.

5.9 Withholding of Payment. CITY may withhold payment on account of an Application for Payment if required or authorized by any Applicable Law, or to the extent necessary to protect CITY from loss because of:

5.9.1 defective Work not remedied;

5.9.2 third party claims filed or reasonable evidence indicating probable filing of such claims;

5.9.3 failure of CONTRACTOR to make payments of undisputed amounts to Subcontractors for labor, materials or equipment;

5.9.4 damage to CITY or a Separate Contractor caused by the fault or neglect of CONTRACTOR to the extent not reimbursed by insurance; or

5.9.5 reasonable evidence that the Work will not be Substantially Completed within the Contract Time due to Inexcusable Delay, and that the unpaid balance of the GMP would not be adequate to cover liquidated damages for the anticipated Inexcusable Delay.

5.10 Failure of Payment; Interest. In accordance with Public Contract Code §20104.50, CITY shall pay CONTRACTOR interest on any progress payment, which is made by CITY more than thirty (30) days after CITY receives an undisputed and properly submitted written payment request. Said interest shall be equal to the rate set forth in Code of Civil Procedure §685.010(a), and shall begin to accrue upon the expiration of said thirty (30) day period. Any written request for a progress payment which CITY determines to be disputed, improper or not

suitable for payment for any reason shall be returned to CONTRACTOR within seven (7) days after receipt by CITY, along with a written statement of the reason or reasons why such request is disputed, improper or not suitable for payment.

5.11 Occupancy by CITY Prior to Acceptance. CITY reserves the right to Beneficial Occupancy and without charge by CONTRACTOR. In those areas of the Work which are completed, CITY may store materials, equipment, and supplies, and may perform partial operation.

5.12 Substantial Completion. When CONTRACTOR considers the entire Work complete and ready for its intended use, CONTRACTOR shall certify in writing to CITY that the entire Work is substantially complete provide CITY with a Certificate of Substantial Completion. Within a reasonable time thereafter, CITY and CONTRACTOR shall make an inspection of the Work to determine the status of completion. If CITY does not consider the Work substantially complete, CITY will notify CONTRACTOR in writing giving reasons therefor. If CITY considers the Work substantially complete, CITY will accept a corresponding partial Certificate of Substantial Completion. There shall be attached to the Certificate a Punch List of items to be completed or corrected before Final Acceptance and Final Payment.

5.13 Final Completion. When the Work is fully completed, CONTRACTOR shall provide CITY with a Certificate of Final Completion and shall request final inspection in writing. Additionally, CONTRACTOR shall provide legally effective releases or waivers satisfactory to CITY of all lien rights arising out of or liens filed in connection with the Work. Within ten (10) calendar days of receipt of such completed request form, CITY shall make final inspection. If following final inspection CITY determines that the Work (including all Punch List items) has been fully completed, CITY will process a Notice of Completion. If CITY determines that the Work is not complete after receipt of certification from CONTRACTOR, CONTRACTOR shall be notified in writing of deficiencies. After the deficiencies have been corrected, the procedure for final inspection as set forth above shall again be initiated by CONTRACTOR. In the event CITY determines the Work is fully completed, CITY shall initiate process of attaining a notice of completion.

5.13.1 Waiver of Claims at Final Payment. Acceptance of final payment by CONTRACTOR shall constitute a waiver of all claims by CONTRACTOR, except those previously made in writing and identified as unsettled at the time of final payment.

5.14 Construction Allowance Items. [reserved]

5.15 Superintendent. CONTRACTOR shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Construction Work. The superintendent shall represent CONTRACTOR, and communications given to the superintendent shall be as binding as if given to CONTRACTOR.

5.16 Documents and Samples at the Site. CONTRACTOR shall maintain at the site for CITY one record copy of the drawings, specifications, addenda, Change Order and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition approved Shop Drawings, Product Data, Samples and similar required submittals. CONTRACTOR shall also prepare one reproducible set of as-built

drawings. These shall be provided to CITY upon completion of the Work.

5.17 Contingency. [reserved]

**ARTICLE 6
CHANGES IN THE WORK; CLAIMS**

6.1 Changes. Changes in the Work shall be performed under applicable provisions of the Contract Documents. If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are so changed in a proposed Change Order or Change Directive that application of such unit prices to quantities of Work proposed will cause substantial inequity to CITY or CONTRACTOR, the applicable unit prices for such change order/directive shall be equitably adjusted. No GMP adjustment on account of a Change Order shall include CONTRACTOR's or Subcontractor's profit, Fee, home office overhead or a formula allocation of indirect costs unless otherwise specifically allowed hereunder.

6.2 Change Directives. The following procedures shall apply with respect to Change Directives:

6.2.1 Upon receipt of a Change Directive signed by CITY, CONTRACTOR shall promptly proceed with the change in the Work involved and advise CITY of CONTRACTOR's agreement or disagreement with the method, if any, provided in the Change Directive for determining the proposed adjustment in the GMP or the Schedule. If CONTRACTOR receives a written communication signed by CITY which CONTRACTOR believes is a Change Directive but is not so identified, it shall not proceed with the change in the Work until it receives from CITY a written confirmation that such communication is in fact a Change Directive.

6.2.2 A Change Directive signed by CONTRACTOR indicates the agreement of CONTRACTOR with the contents thereof, and shall convert the Change Directive to a Change Order.

6.2.3 If CONTRACTOR does not respond promptly or disagrees with the method for adjustment in the GMP or Schedule, the method and adjustment shall be determined as provided in Sections 6.5 or 6.10 below, as applicable. In such case, CONTRACTOR shall keep and present, in such form as CITY may request, an itemized accounting, together with appropriate supporting data.

6.2.4 Pending final determination of cost to CITY, amounts not in dispute shall be included in Applications for Payment. The amount of credit to be allowed by CONTRACTOR to CITY for a deletion or change which results in a net decrease in the GMP shall be actual net cost. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for Fee shall be figured on the basis of net increase, if any, with respect to that change.

6.2.5 If CITY and CONTRACTOR do not agree with the adjustment in the Schedule or the GMP, such disagreement shall be submitted for dispute resolution in accordance with the provisions of this Contract.

6.3 Change Proposals. If CITY requests CONTRACTOR to submit a Change Proposal which would entitle CONTRACTOR to an increase in the GMP for costs of preparation of such Change Proposal pursuant to the provisions of this Section 6.3, CONTRACTOR shall first estimate the costs of preparing such Change Proposal and inform CITY in writing of such costs. CITY shall then direct CONTRACTOR either to proceed with the Change Proposal or cancel the Change Proposal. If CITY directs CONTRACTOR to proceed with the Change Proposal and then elects not to proceed with the Change Order contemplated therein, a Change Order shall be issued to reimburse CONTRACTOR for costs reasonably incurred by CONTRACTOR on account of such Change Proposal, but only to the extent the Change Order contemplated by such Change Proposal involves a material change to the scope of the Work requiring modification to one or more systems which have been designed and approved in accordance with the standards set forth in the technical specifications. To the extent the preparation of such Change Proposal impacts the Schedule (e.g., other Work is suspended pending a decision on such Change Proposal or the design or Design-Assist Work is delayed due to the preparation of the Change Proposal), an equitable adjustment in the Schedule shall be made.

6.4 Claims. CONTRACTOR shall submit any claims for additional compensation to CITY in writing. The claim shall set forth the reason(s) that CONTRACTOR believes additional compensation will or may be due, the nature of the costs involved, and insofar as possible, the amount of the potential claim. The notice must be given to the Project Manager prior to the time that CONTRACTOR shall have performed the work giving rise to the potential work for additional compensation, if based on an act or failure to act by CITY, or in all other cases within fifteen (15) calendar days after happening of the event, thing or occurrence giving rise to the potential claim. Any and all Claims not presented as required herein shall be waived.

6.5 Change Orders Increasing or Decreasing Scope.

6.5.1 Increased Scope. With respect to Change Orders which increase the Scope of Work described on Exhibit F, are not due to the errors or omissions of CONTRACTOR and are not attributable to Excusable Delays or the contingencies set forth in Section 6.6 below, the GMP shall be increased by the following "Scope Change Costs":

6.5.1.1 Construction Work and Mark Ups.

6.5.1.1.1 The estimated increase in the Cost of the Work attributable to the Change Order and which would not have been incurred but for the Change Order and/or Work Directive. In addition, CONTRACTOR may add a markup of up to ten percent (10%), subject to the discretion of the Project Manager, to the increase in the Cost of the Work due to the Change Order. This markup shall constitute full compensation for all delay costs, overhead costs and profit. The GMP shall be revised accordingly.

6.5.1.1.2 When Change Order work is performed by a Subcontractor(s), each Subcontractor may add a markup of up to ten percent (10%), subject to the discretion of the Project Manager, to their direct costs for labor, materials and equipment used in performing the Change Order work. The GMP shall be revised accordingly.

6.5.2 Decreased Scope. With respect to Change Orders, which decrease the Scope of

Work described on Exhibit F, the GMP shall be decreased by the Cost of Work attributable to such Change Order and/or Work Directive. Furthermore, if the Change Order deletes a part of the Scope of Work, CONTRACTOR shall be entitled to retain a value of five percent (5%) of the full value of the reduction in Cost of Work attributable only to the portion of the Scope of Work deleted from the Scope of Work. The GMP shall be revised accordingly.

6.6 Change Orders on Account of Contingencies. With respect to Change Orders which are attributable to the following contingencies, the GMP shall be adjusted (increased or decreased) by the following **“Contingency Costs,”** consisting of the following:

6.6.1 With respect to new or increased taxes arising after the date of this Agreement (other than taxes assessed based on the income of CONTRACTOR), the Change Order shall consist of the incremental amount of such new or increased taxes only. With respect to reductions in taxes arising after the date of this Agreement (other than taxes assessed based on the income of CONTRACTOR), the Change Order shall consist of the incremental amount of such reduced taxes only.

6.6.2 With respect to increases or decreases in fees for permits or other governmental certificates or instruments arising after the date of this Agreement, the Change Order shall consist of the incremental amount of such increases or decreases. To the extent this Agreement states that a permit or certificate is not required and CONTRACTOR is later required to procure such permit or certificate, all out-of-pocket costs reasonably associated therewith shall be included in the Change Order.

6.7 Change Orders on Account of Excusable Delay. With respect to Change Orders, which are attributable to Excusable Delays, and subject to the exceptions set forth in Section 6.7.3 below, the GMP shall be increased by the following **“Delay Costs”**:

6.7.1 Construction Work

6.7.1.1 Increased allowable labor costs resulting from wage increases paid due to the delay;

6.7.1.2 Premiums for overtime and extra shifts incurred in accelerating the Work, but only if acceleration is required in advance by CITY;

6.7.1.3 Proven increased material costs;

6.7.1.4 Additional general conditions costs which would not have been incurred but for the delay (itemized, and not based on a formula allocation);

6.7.1.5 Demobilization and remobilization costs; and

6.7.1.6 Additional items of Cost of the Work attributable to the Excusable Delay and which would not have been incurred but for the Excusable Delay.

6.7.2 Intentionally left blank.

6.7.3 Exceptions. The following exceptions to the provisions of Section 6.7.1 above shall apply:

6.7.3.1 With respect to the Excusable Delay described in Section 4.4.2.1, the cost described in Section 6.7.1 shall not be compensable delay costs if such Excusable Delay occurs prior to the commencement of the Construction Work.

6.7.3.2 With respect to the Excusable Delay described in Section 4.4.2.2, the cost described in Section 6.7.1 shall not be compensable delay costs if such Excusable Delay occurs prior to the commencement of the Construction Work.

6.7.3.3 With respect to the Excusable Delay described in Section 4.4.2.4, costs incurred in connection with such delay are chargeable against the Cost of the Work but shall not increase the GMP.

6.7.3.4 With respect to the Excusable Delay described in Section 4.4.2.5, in addition to the compensation provided in Section 6.7.1, CONTRACTOR shall be entitled to the additional costs set forth in Section 6.10.

6.7.3.5 With respect to the Excusable Delay described in Section 4.4.2.7, additional compensation shall only be paid if the change in Applicable Law is not a change in law of general application (e.g., CAL/OSHA), but is a change in law specifically affecting the Project.

6.8 Force Majeure. There shall be no additional compensation to CONTRACTOR on account of Force Majeure.

6.9 Intentionally left blank.

6.10 Change Orders on Account of Differing Site Conditions. If CONTRACTOR

encounters conditions described in Section 4.4 which constitute Excusable Delay, in addition to the increase in the GMP on account of delay costs incurred by CONTRACTOR (as described in Section 6.7.1), the GMP shall also be increased by the additional Cost of the Work attributable to such conditions which would not have been incurred but for such conditions.

6.11 Time Extensions on Account of Change Orders. CONTRACTOR shall be entitled to a time extension in connection with any Change Order to the extent its time of performance is extended due to such Change Order. CONTRACTOR shall present to CITY a CPM analysis showing how the Change Order affects the critical path of the Work.

ARTICLE 7 CORRECTION OF WORK

7.1 Correction of Work Prior to Completion. Prior to the date of Final Completion, CONTRACTOR shall correct Work which (a) CITY reasonably rejects as being defective or nonconforming to the requirements of the Contract Documents in a written notice delivered to CONTRACTOR or (b) CONTRACTOR recognizes is defective or nonconforming to the Contract Documents. If other portions of the Work are adversely affected by or are damaged by such defective Work, CONTRACTOR shall also correct, repair or replace such affected or damaged Work, as well as any other property of CITY or others damaged by such defective or nonconforming Work. Prior to the date of Final Completion, the cost of correcting any damaged or defective work shall be paid as a Cost of the Work.

7.2 Correction of Work After Completion. For defects identified by CITY and for which CITY has notified CONTRACTOR within a period of twelve (12) months after the date of Final Completion, or within such longer period as may be provided by special warranties contained in the Contract Documents, CONTRACTOR shall re-execute, correct, repair or replace all Work found to be defective or nonconforming to the Contract Documents (whether arising from a construction defect, error, omission or deficiency). If other portions of the Work are adversely affected by or damaged by such defective Work, CONTRACTOR shall also correct, repair or replace such affected or damaged Work, as well as any other property of CITY or others damaged by such defective or nonconforming Work.

7.3 Acceptance of Nonconforming Work. If CITY prefers to accept Work, which is not in accordance with the requirements of the Contract Documents, CITY may do so instead of requiring its removal and correction, in which case the GMP will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

7.4 No Effect on Limitations. Nothing contained in this Article shall be construed to establish a period of limitation with respect to other obligations, which CONTRACTOR may have under the Contract Documents.

ARTICLE 8 SUBCONTRACTORS

8.1 Subcontracts

8.1.1 Incorporation of Contract Documents. CONTRACTOR may enter into Subcontracts with various Subcontractors for portions of the Work. The Subcontracts shall require each Subcontractor, to the extent of the Work to be performed by such Subcontractor, to assume towards CONTRACTOR all the obligations and responsibilities which CONTRACTOR assumes towards CITY. All Subcontracts shall incorporate the terms of this Agreement and the Contract Documents to the extent applicable to the Work to be performed by the Subcontractor.

8.1.2 Approval of Subcontractors. Those portions of the Construction Work that the CONTRACTOR does not intend to perform with CONTRACTOR's own personnel shall be performed under Subcontracts. A proposed list of Subcontractors shall be submitted to CITY for approval. Proposed Subcontractors will be deemed accepted unless CITY objects in writing within five (5) days after submission by CONTRACTOR.

ARTICLE 9 INSURANCE AND BONDS; INDEMNIFICATION

9.1 Insurance to be provided by CONTRACTOR:

A. Evidence of Coverage. CONTRACTOR shall, at all times, maintain in full force and effect at a minimum the insurance required by this section; and CONTRACTOR shall not allow any subcontractor to commence Work until similar insurance required of the subcontractor has been obtained and filed. An original Certificate of Insurance, and copies of all required endorsements, all in a form approved by the Risk Manager, evidencing all required coverage or policies shall be filed after the award of the bid and prior to approval of the Contract by the City Council. CONTRACTOR shall provide ten (10) Days prior written notice to CITY of any reduction of coverage limits or cancellation of the coverage or policies shall be given to the City of Roseville as Certificate holder.

B. Qualifying Insurers. With the exception of the State Compensation Insurance Fund, all required insurance policies shall be issued by companies licensed to do business in the State of California and who hold a current policy holders alphabetic and financial size category rating of not less than AVII according to the most recent issue of Best's Insurance Reports.

C. Insurance Required. Commercial General Liability, automobile liability, and worker's compensation insurance shall be maintained as follows:

1.	Commercial General Liability Minor Construction Project (Projects under \$1,000,000)	\$2,000,000 each occurrence \$4,000,000 aggregate
		Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
	Commercial General Liability for Major Construction Projects (Projects over \$1,000,000)	\$5,000,000 each occurrence \$10,000,000 aggregate Personal Injury: \$5,000,000 each occurrence \$10,000,000 aggregate

The Commercial General Liability policy shall include coverage or endorsements for:

- a. Completed operations.
- b. Losses related to independent contractors, products and equipment.
- c. Explosion, collapse and underground hazards.

The Commercial General Liability Insurance shall include the following, copies of which shall be provided:

- a. Inclusion of the City of Roseville, and its officers, agents, employees and volunteer, as additional insured (except for workers' compensation as respects services or operations under the Contract. The additional insured endorsement for the general liability policy shall be at least as broad as the Insurance Services Office ("ISO") CG 20 38 04 13 or an equivalent, blanket endorsement or section of the policy. Endorsements must include coverage for on-going and completed operations. Endorsements shall cover the City of Roseville, its officers, agents, employees, and volunteers.
- b. Cross liability and severability of interest clauses providing that the insurance applies separately to each insured except with respect to the limits of liability.
- c. Stipulation that the insurance is primary and noncontributory, as evidenced by a separate endorsement (CG 20 01 04 13 or an equivalent) or section of the policy, and that neither CITY nor its insurers will be called upon to contribute to a loss.
- d. Such insurance shall specifically cover the contractual liability of the CONTRACTOR.
- e. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be: (1) the minimum coverage and limits specified in this Agreement; or (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- f. Waiver of subrogation endorsement.
- g. CONTRACTOR shall furnish a certificate for the period covered.

SPECIAL NOTICE - CLAIMS MADE COVERAGE:

Liability insurance coverage may not be written on a “claims made” basis. The Certificate of Insurance must clearly provide that the coverage is on an “occurrence” basis.

2. Comprehensive Automobile Liability for bodily injury (including death) and property damage which provides total limits of not less than One Million Dollars (\$1,000,000) combined single limits per accident, applicable to all owned, non-owned, and hired vehicles.

3. Statutory Workers' Compensation and Employer's Liability Insurance, including a waiver of subrogation endorsement and a Broad Form “All-States” Endorsement for all employees engaged in services or operations under the Contract. The employer's liability insurance shall provide limits of not less than One Million Dollars (\$1,000,000) per occurrence. Both the worker's compensation and employer's liability policies shall contain the Insurer's waiver of subrogation in favor of CITY, its officers, agents, employees, and volunteers.

4. Builder's Risk/Course of Construction Insurance: CONTRACTOR shall be responsible for all loss, damage or destruction whatsoever to the Work called for by this Contract until the approval of a Notice of Completion. CONTRACTOR shall secure “All Risk” type of builder's Risk Insurance of the type covering one hundred percent (100%) of the value of the Work performed under this Contract (the value is presumed to be the Contract amount unless otherwise stated in Supplemental Conditions) and all materials, equipment, or other items to be incorporated therein while the same are located at the construction site, a bonded warehouse, or its place of manufacture. At any time, the policy shall cover the value of the Work completed. The policy shall cover hazards including the losses due to fire, explosion, hail, rain, lightning, flood (separate insurance as needed), vandalism, malicious mischief, wind, collapse, aircraft, and smoke.

The policies providing such insurance shall name CITY as a loss payee as its respective interests may appear, and certified copies of such policies shall be filed with CITY. The maximum deductible allowable under the Builder's All Risk policy shall be five percent (5%) of the Contract amount.

Builder's Risk Insurance is not required for coverage of losses in excess of five percent (5%) of the Contract amount for damages resulting from earthquake in excess of a magnitude of 3.5 on the Richter scale, or tidal waves. Coverage in the amount of five percent (5%) of the Contract amount for such losses is required.

D. Other Insurance Provisions.

1. The requirements of the Contract Conditions as to types and limits of insurance coverage to be maintained by CONTRACTOR, and any approval of insurance by CITY, are not intended to, and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by CONTRACTOR pursuant to the Contract, including, but not limited to, the provisions concerning indemnification, nor preclude CITY from taking any other action available to it under any other provision of the Contract or law.

2. CITY acknowledges that some insurance requirements contained in the Contract Conditions may be fulfilled by self-insurance on the part of CONTRACTOR. However, this shall not in any way limit liabilities assumed by CONTRACTOR under the Contract. Any self-insurance must be approved in writing by CITY, in its sole discretion and shall not reduce the limits of liability. Any deductibles or self-insured retentions (“SIR”) must be declared on the certificate of insurance and approved by CITY in writing. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or CITY. CITY reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.

3. CONTRACTOR agrees to include in its contracts with all subcontractors the same requirements and provisions of this Contract, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor’s work. Furthermore, CONTRACTOR shall require its subcontractors to agree to be bound to CONTRACTOR and CITY in the same manner and to the same extent as CONTRACTOR is bound to CITY under this Contract. Additionally, CONTRACTOR shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of CITY’s indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request. Alternatively, CONTRACTOR may insure subcontractor(s) under its own policy.

4. CITY, its officers, agents, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of CONTRACTOR; and with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR including materials, parts or equipment furnished in connection with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under California Insurance Code Section 11580.04. In addition, the insurance policy may not contain language which prohibits additional insureds or other insurers from satisfying the self-insured retention or deductible.

5. The limits of insurance required in this Contract may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of CITY (if agreed to in a written contract) before the CITY’s own insurance shall be called upon to protect it as a named insured.

6. In the event CONTRACTOR retains the Architect/Engineer, CONTRACTOR shall require its Architect/Engineer to provide professional liability (errors and omissions) insurance (certificate and additional insured endorsement) in the amount of \$2,000,000.

7. CITY RESERVES THE RIGHT TO WITHHOLD ANY PROGRESS PAYMENTS TO CONTRACTOR IN THE EVENT OF NONCOMPLIANCE WITH ANY INSURANCE REQUIREMENTS.

9.2 Insurance to be provided by CITY. [not applicable]

9.3 Payment, Performance and Warranty Bonds. CONTRACTOR shall furnish and deliver to CITY Performance, Labor & Materials, and Warranty Bonds issued by a surety prior to, and as a condition precedent to, commencement of the Construction Work on the Site; provided, however, the Warranty Bond shall be waived if such bond is not required pursuant to CITY's request for proposals for the Project. The Payment and Performance Bonds shall be in a penal sum equal to one hundred percent (100%) of the GMP, and the Warranty Bond shall be in the penal sum equal to ten percent (10%) of the GMP. All bonds shall be in the form as set forth in Exhibit E hereto. All premiums for the Performance, Labor & Materials, and Warranty Bonds shall be a Cost of the Work. CITY shall have the right to withhold any payment(s) under this Agreement until CONTRACTOR has fully complied with this sub-section.

9.4 Indemnification. To the fullest extent allowed by law, CONTRACTOR shall defend, indemnify, and hold harmless, CITY, its officers, employees, agents, and volunteers, and each and every one of them, from and against all actions, damages, claims, losses, expenses or other liabilities of every type and description, including reasonable attorney fees, to which they may be subjected or put, by reason of, or resulting from, the performance of the Work, whether upon or off the Work, including the loss of use thereof, that is caused in whole or in part by willful or reckless misconduct and/or any negligent or wrongful act or omission of CONTRACTOR, any Subcontractor, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not it is caused in part by a party indemnified hereunder, except for such claims arising from the sole negligence of CITY. The parties intend that this provision shall be broadly construed.

CONTRACTOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs.

10.1.1 Site Safety. CONTRACTOR shall be responsible for initiating, maintaining and providing supervision of safety precautions and programs in connection with the Work, and shall also comply with any and all insurance carrier-mandated safety requirements and programs.

10.1.2 Safety Notices. In connection with the performance of the Work, CONTRACTOR shall provide notices and comply with all Applicable Laws bearing on the safety of persons and property and their protection from damage, injury or loss.

10.2 Safety of Persons and Property.

It is the intent of the parties that CITY is not an exposing, creating, controlling, or correcting employer under California Labor Code Section 6400. In accordance with generally accepted fabrication and construction practices and all applicable Laws and Standards and Codes, CONTRACTOR shall have the authority and be solely and completely responsible for the safety of all property utilized and all persons performing under this Agreement. Moreover, the CONTRACTOR shall be the controlling employer and has the authority and responsibility to enforce safety for all fabrication, construction work, and Work performed under this Agreement. The services of CITY's contract administrator, if any, in conducting a review of CONTRACTOR's performance under this Agreement is not intended to include a review of the adequacy of CONTRACTOR's work methods, equipment or safety measures. If CITY and/or its contract administrator observes a safety violation related to the CONTRACTOR's performance under this Agreement, then CITY and/or its contract administrator will report the violation to the CONTRACTOR who is then responsible for assuring the violation is abated.

CONTRACTOR is hereby informed that work on this Project could be hazardous. CONTRACTOR shall carefully instruct all personnel performing under this Agreement in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property.

All Equipment, Work and materials provided under this Agreement shall be in strict accordance with all applicable Laws and Standards and Codes, and attention is drawn to the requirements of CAL/OSHA.

CONTRACTOR shall perform under this Agreement so as not to expose personnel to, or to discharge into the atmosphere from any materials brought to the Site by CONTRACTOR, smoke, dust, asbestos, toxic chemicals or other air contaminants in violation of applicable Laws and Standards and Codes.

10.2.1 Reasonable Precautions. CONTRACTOR shall take all precautions and implement all safety measures and requirements imposed by any Applicable Law. Without limiting the generality of the foregoing, CONTRACTOR shall take necessary precautions for the safety of, and shall provide necessary protection to prevent damage, injury or loss to:

10.2.1.1 Employees on the Work and other persons who may be affected thereby;

10.2.1.2 The Work and materials and equipment to be incorporated therein, whether in storage on or off the Site under care, custody or control of CONTRACTOR; and

10.2.1.3 Other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Construction Work.

10.2.2 Safeguards. CONTRACTOR shall erect and maintain, as required by existing conditions and performance of the Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety

regulations and notifying CITY and users of adjacent sites and utilities, and shall comply fully with the requirements of CAL/OSHA.

10.2.3 Use of Explosives. Use of explosives is prohibited, unless approved in advance in writing by CITY. CITY may impose reasonable conditions on the use of explosives.

10.2.4 Remedy of Damage. CONTRACTOR shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by CONTRACTOR, or anyone employed by or in control of CONTRACTOR, or any Subcontractor. All costs incurred by CONTRACTOR in connection with its obligations under this Section shall be cost of the Work, but shall not increase the GMP.

10.2.5 Designation of Safety Coordinator. [reserved]

10.2.6 Loads. CONTRACTOR shall not load or permit any part of the Construction Work or the Site to be loaded so as to endanger its safety.

10.3 Security. CONTRACTOR shall take any and all precautions that may be reasonably necessary to render all portions of the Work, the Site and any adjacent areas affected by the Work secure in all material respects, to decrease the likelihood of accidents, and to avoid vandalism and other contingencies which are liable to delay the Work or give rise to claims or liabilities. CONTRACTOR shall furnish and install all necessary facilities to provide safe means of access to all points where Work is being performed. CONTRACTOR shall take all precautions and measures as may be reasonably necessary to secure the Project at all hours, including evenings, holidays and non-work hours. Such precautions may include provision of security guards.

10.4 Damage to Property at the Site. CONTRACTOR shall be responsible for any and all damage or loss to property at the Site, except to the extent caused by the acts or omissions of CITY or its representatives, agents or employees. The costs and expenses incurred by CONTRACTOR under this Article shall be paid as a Cost of the Work to the extent that such costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductibles. If such damage or loss is caused by CONTRACTOR, payment of such costs as Cost of the Work shall be limited by the provisions of Section 2.20.5 hereof.

10.5 Damage to Property of Others. CONTRACTOR shall avoid damage, as a result of CONTRACTOR's operations, to existing sidewalks, curbs, streets, alleys, pavements, utilities, adjacent property, the work of Separate Contractors and the property of CITY. CONTRACTOR shall repair any such damage caused by the operations of CONTRACTOR, which costs shall be paid as a Cost of the Work to the extent that such costs and expenses are in excess of or are not covered by required insurance, and to the extent of any deductible.

10.6 Failure of CONTRACTOR to Repair Damage. If CONTRACTOR fails to commence the repair of damage to property as set forth in this Article, and/or diligently pursue such repair, then CITY, after ten (10) Days prior written notice to CONTRACTOR (provided CONTRACTOR has not commenced such repair during such ten (10) Day period), may elect to

repair such damages with its own forces and to deduct from payments due or to become due to CONTRACTOR amounts paid or incurred by CITY is correcting such damage.

10.7 Emergencies. In an emergency affecting the safety of persons or property, CONTRACTOR shall act, at CONTRACTOR's discretion, to prevent threatened damage, injury or loss. Additional costs or extensions of time caused by CONTRACTOR on account of an emergency not caused by the fault or neglect of CONTRACTOR shall be determined as provided in Section 6.2 hereof.

ARTICLE 11 DISPUTES

11.1 Disputes between CITY and CONTRACTOR. In the event of any dispute arising between CITY and CONTRACTOR regarding any part of the Contract or the Contract Documents, or the Parties' obligations or performance thereunder, and subject to any claims presentation requirements set forth in the Contract Documents, either Party may institute the dispute resolution procedures set forth herein. The Parties shall continue performance of their respective obligation hereunder notwithstanding the existence of a dispute.

11.2 Dispute Resolution Procedures. 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 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 and will be handled in accordance with the procedures set forth in Section 9204 of the Public Contract Code.

ARTICLE 12 EVENTS OF DEFAULT AND REMEDIES; TERMINATION

12.1 CONTRACTOR Events of Default. The following shall be considered "CONTRACTOR Events of Default":

12.1.1 If CONTRACTOR fails or neglects to carry out the Work in accordance with the provisions of the Contract Documents, and fails, after seven (7) Days' notice from CITY, to commence a cure to correct such failure or neglect and thereafter diligently pursue such cure to completion;

12.1.2 If CONTRACTOR materially breaches this Agreement and fails, after seven (7) Days' notice from CITY, to commence a cure to correct such breach and thereafter diligently pursue such cure to completion (such breach to include, but not be limited to, failure to make payment to Subcontractors for materials or labor in accordance with the respective agreements between CONTRACTOR and the Subcontractors or violation of Applicable Laws);

12.1.3 If a custodian, trustee or receiver is appointed for CONTRACTOR, or if CONTRACTOR becomes insolvent or bankrupt, is generally not paying its debts as they become due or makes an assignment for the benefit of creditors, or CONTRACTOR causes or suffers an order for relief to be entered with respect to it under applicable bankruptcy law or applies for or consents to the appointment of a custodian, trustee or receiver for CONTRACTOR, or bankruptcy, reorganization, arrangement or insolvency proceedings, or other proceedings for relief under any bankruptcy or similar law or laws for the relief of debtors, are instituted by or against CONTRACTOR, and in any of the foregoing cases such action is not discharged or terminated within sixty (60) Days of its institution.

12.2 Remedies of CITY upon a CONTRACTOR Event of Default.

12.2.1 Termination of Contract. Upon the occurrence of a CONTRACTOR Event of Default, CITY shall have the right to terminate this Contract upon an additional seven (7) Days written notice to CONTRACTOR, provided that CONTRACTOR has not commenced a cure within such seven (7) Day period. Without prejudice to any other rights or remedies of CITY, CITY may:

12.2.1.1 Take possession of the Site and of all materials, equipment, tools and construction equipment thereon owned by CONTRACTOR;

12.2.1.2 Accept assignment of Subcontracts; and

12.2.1.3 Finish the Work by whatever reasonable method CITY may deem expedient.

12.2.1.4 When CITY terminates the Contract as aforesaid, CONTRACTOR shall not be entitled to receive further payment until the Work is finished. If the unpaid balance of the GMP exceeds costs incurred in finishing the Work, such excess shall be paid to CONTRACTOR, up to the amount due CONTRACTOR for work performed prior to termination. If such costs exceed the unpaid balance of the GMP, CONTRACTOR shall pay the difference to CITY.

12.2.2 Recourse to Payment and Performance Bonds. Upon the occurrence of a CONTRACTOR Event of Default and termination of this Contract by CITY, CITY may call upon the Surety to perform its/their obligations under the Payment and Performance Bonds, if applicable.

12.3 Remedies not Exclusive. Except as otherwise provided in this Agreement, no remedy hereunder is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other available legal or equitable remedy, existing now or hereafter. No delay or omission to exercise any right or power accruing shall impair any such right or power nor shall it be construed to be a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time as often as may be deemed expedient.

12.4 Termination or Suspension for Convenience.

12.4.1 Termination for Convenience. CITY may, without cause, terminate this Agreement, or any portion of Work to be performed hereunder at any time by a notice in writing from CITY to CONTRACTOR for CITY's convenience. In such case, CITY shall pay to CONTRACTOR all funds due CONTRACTOR for work performed up to the date of termination, plus all demobilization and close-out costs (if applicable), including, but not limited to, any amounts payable to Subcontractors for early termination, plus reasonable overhead and profit on Work performed. All funds due hereunder, including unpaid Retention, shall be released within thirty (30) Days of termination of the Agreement for convenience, subject to any withholding required or authorized by any Applicable Law. CONTRACTOR shall not be entitled to any compensation or damages other than those described in this section. In no event shall such amounts owed to CONTRACTOR exceed the GMP.

12.4.2 Suspension for Convenience. CITY may, without cause, order CONTRACTOR in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as CITY may determine. An adjustment shall be made for increases in the cost of performance of the Work, including Fee on the increased cost of performance, caused by the suspension, delay or interruption, in accordance with the Change Order provisions of this Contract. No adjustment shall be made to the extent (1) the performance is, was or would have been so suspended, delayed or interrupted by another cause for which CONTRACTOR is responsible or (2) that an equitable adjustment to the GMP and/or Schedule is made or denied under another provision of this Contract. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage Fee.

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.1 Governing Law. This Contract shall be construed with and governed by the laws of the State of California.

13.2 Successors and Assigns. CITY and CONTRACTOR respectively bind themselves, their partners, shareholders, successors, assigns and legal representatives to the other Party hereto and to shareholders, successors, assigns and legal representatives of such other Party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither Party shall assign the Contract without the prior written consent of the other.

13.3 Notice. Any notices to Parties required by this Agreement shall be delivered or mailed, U.S. first class, postage prepaid, addressed as follows:

If to CITY:

Tara Gee, Park Planning &
Development Superintendent
316 Vernon Street, Ste. 400

If to CONTRACTOR:

James Moore, Vice President
2690 Scott Boulevard
Santa Clara, CA 95050

Address for Notice may be changed by Notice to the other Party.

13.4 Prevailing Wages. For purposes of this Agreement, CONTRACTOR and its Subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONTRACTOR shall forfeit as a penalty to the City Two Hundred Dollars (\$200) for each calendar Day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-Site under the Agreement by CONTRACTOR or by any Subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar Day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONTRACTOR or the applicable Subcontractor.

Pursuant to the provisions of California Labor Code Sections 1773, the Department has identified the source, stated below, of the General Prevailing Rate of Wages applicable to the work to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>, which is a part of this Agreement.

Pursuant to Labor Code Section 1773.2, General Prevailing Wage Rates set forth above, which forms a part of this Agreement, shall be posted by CONTRACTOR at a prominent place at the Site. Prevailing wage rates to be posted at the Site will be furnished by the Department. The possibility of wage increases is one of the elements to be considered by CONTRACTOR in determining its Proposal, and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

13.5 Modifications. No Modifications or Change Orders shall be valid unless in writing and signed by CITY and CONTRACTOR.

13.6 Interpretation. Any and all headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words of any gender shall be deemed and construed to include correlative words of the other gender. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity shall be deemed to include any person or entity succeeding to the rights, duties and obligations of such person or entity in accordance with the terms of this Agreement. Where reference is made in this Agreement to another Contract Document, the reference refers to that provision as amended or supplemented by the other provisions of the Contract Documents. In

the event of any conflict between or among the Contract Documents, the provisions of this Agreement shall govern.

13.7 Severability. If any provision of this Agreement is held to be inoperative or unenforceable as applied in any particular case because it conflicts with any other provision hereof or any constitution, statute, ordinance, rule of law or public policy, or for any other reason, such holding shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case, or of rendering any other provision herein contained inoperative or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof, and they shall otherwise remain in full force and effect.

13.8 Whole Agreement. This Agreement, the Exhibits hereto and the Contract Documents, specifications and Drawings shall constitute the entire agreement between the Parties, and no inducements, considerations, promises or other references shall be implied in this Agreement that are not expressly addressed herein

13.9 Accounting Records. CONTRACTOR shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement; the accounting and control systems shall be reasonably satisfactory to CITY. CITY and CITY's accountants shall be afforded access to CONTRACTOR's records, books, correspondence, instructions, drawings, receipts, Subcontracts, vouchers, memoranda and other data relating to this Agreement, and CONTRACTOR shall preserve these for a period of three (3) years after final payment, or for such longer period as may be required by law.

13.10 Intentionally left blank.

13.11 No Waiver. Neither the inspection by CITY or its agents, nor any order or certificate for payment of money, nor payment for, nor acceptance of the whole or any part of the work by CITY, nor any extensions of time, nor any position taken by CITY or its agents shall operate as a waiver of any provision of this Agreement or of any power herein reserved to CITY or any right to damages herein provided, nor shall any waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach.

13.12 CONTRACTOR Shall Assume Risks. Until the Final Completion or acceptance by CITY of all Work under this Contract, the Work shall be under CONTRACTOR's responsible care and charge. CONTRACTOR shall rebuild, repair, restore and make good all injuries, damages, corrections, and repairs occasioned or rendered necessary by accidental causes of any nature, to all or any portions of the Work, except as otherwise stipulated.

13.13 General Liability of CONTRACTOR. Except as otherwise herein expressly stipulated, CONTRACTOR shall perform all the work and furnish all the labor, materials, tools power and light, and appliances, necessary or proper for performing and completing the Work herein required in the manner within the time herein specified. The mention of any specific duty or liability of CONTRACTOR shall not be construed as a limitation or restriction of any general

liability or duty of CONTRACTOR and, any reference to any specific duty or liability shall be construed to be the purpose of explanation.

13.14 Attorney's Fees and Venue. If either Party commences any legal action against the other Party arising out of this Agreement or the performance thereof, the prevailing Party 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. To the extent permitted by applicable law, each Party waives any defense that it may have based on lack of *in personam* jurisdiction or *forum nonconveniens*.

13.15 Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

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 CONTRACTOR has caused this Agreement to be executed.

CITY OF ROSEVILLE, a
municipal corporation:

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

ROBERT A. BOTHMAN, INC., dba
ROBERT A. BOTHMAN
CONSTRUCTION, INC., a California
corporation

BY: _____
its: Vice President

and

BY: _____
its: _____



[SIGNATURES CONTINUED ON FOLLOWING PAGE]

APPROVED AS TO SUBSTANCE

By: 
JILL GELLER
Parks, Recreation & Libraries Director

MINUTES OF THE BOARD OF DIRECTORS OF

Robert A. Bothman, Inc.

A CALIFORNIA CORPORATION

Held: June 2, 2016

A meeting of the Board of Directors of ROBERT A BOTHMAN, INC., was held at the Corporation offices at 2690 Scott Blvd., Santa Clara, California at 7:00 P.M. on the 2nd of June, 2016.

The President of the Corporation called the meeting to order, and the Secretary recorded the minutes. All of the Directors were present.

The President stated that the purpose of the meeting was to authorize certain officers and employees as signatories for specific matters.

Upon motion duly made and seconded it was:

RESOLVED: that the following persons were granted the powers listed:

Robert A. Bothman, Brian L. Bothman, James C. Moore, Andrew B. Bothman, Dan Kuhnlein, and Gina B. Freitag are authorized to:

- (1) Exercise the powers listed in this resolution.
- (2) Sign contracts between Robert A. Bothman, Inc. and Project Owners or General Contractors or other agencies with which Robert A. Bothman, Inc. is contracting work.
- (3) Execute change orders on behalf of Robert a Bothman, Inc. on projects that have contracts between Robert A. Bothman, Inc. and project owners or General Contractors.

FURTHER RESOLVED: that the following persons in the Hawaii office were granted the power to sign documents on behalf of Robert A. Bothman, Inc. for Hawaii agencies, including but not limited to signatory for title, registration, shipping and transportation of vehicles and equipment, and other State and County documents related to vehicles, trailers and equipment owned and or leased by the company:

Dan Kuhnlein, Spencer Vanderpool, Charles Becerra, and Juliette Akao August.

There being no further business to come before the meeting, the meeting was adjourned.

DATED: June 2, 2016


Gina B. Freitag, Secretary

ROBERT A. BOTHMAN, INC.
2690 Scott Boulevard ~ Santa Clara, CA 95050
Phone: (408) 279-2277 Fax: (408) 279-2281

Certificate by Secretary of Corporate Resolution

At the meeting of the Directors of Robert A. Bothman, Inc., a Corporation organized and existing under the laws of the State of California, duly called and held in accordance with the Articles of Incorporation and bylaws of the Corporation at its office June 2, 2016 at which quorum of the Directors was present, the following Resolution was adopted to wit:

Resolved that Robert A. Bothman, Brian L. Bothman, James C. Moore, Andrew B. Bothman, Dan Kuhnlein and Gina B. Freitag is/are authorized to sign contracts / agreements/ bid documents in the name of and on behalf of Robert A. Bothman, Inc.

I, Gina B. Freitag, Secretary of Robert A. Bothman, Inc. do hereby certify that I am the Secretary of said corporation and that the above is a full, true and correct copy of a resolution of the Board of Directors of said Corporation, duly adopted at the meeting held June 6, 2016 and that said Resolution has not been revoked or rescinded.

In witness whereof, I have hereunto subscribed my name to this document.

June 2, 2016

Date

Gina B. Freitag
Gina B. Freitag, Secretary



LIST OF EXHIBITS:

- | | |
|------------------|---|
| Exhibit A | Guaranteed Maximum Price |
| Exhibit B | Construction Allowance Items [reserved] |
| Exhibit C | Hazardous Materials |
| Exhibit D | In Lieu of Securities Escrow Agreement |
| Exhibit E | Performance, Labor & Materials, and Warranty Bonds
(Note: Warranty Bond requirement may be waived at the option of CITY) |
| Exhibit F | CONTRACTOR's Proposal |

EXHIBIT A

GUARANTEED MAXIMUM PRICE, FEE, AND COST OF WORK

A. GUARANTEED MAXIMUM PRICE: The **Guaranteed Maximum Price** as of the date of execution of this Agreement is forty-five million, eight hundred seventy-three thousand, two hundred fifty-nine dollars (\$45,873,259), U.S. Currency.

B. FEE AND CONTINGENCY: The Fee and Contingency amounts, if any, are as stated in the Proposal.

C. COST OF THE WORK:

1 “Cost of the Work.” The term “Cost of the Work” shall mean costs incurred by CONTRACTOR in the performance of the Work, that do not exceed the GMP. The following are categories of cost and expense to be paid by CITY to CONTRACTOR as Cost of the Work:

2 Construction Costs.

2.1 Labor Costs.

2.1.1 Wages of construction workers directly employed by CONTRACTOR to perform the construction of the Work at the Site or, with CITY's agreement, at off-site workshops.

2.1.2 Wages or salaries of CONTRACTOR's supervisory and administrative personnel when stationed at the Site and wages, salaries and other costs of project management, pre-construction services, form design, foundation engineering, manpower planning, purchasing, estimating and data processing, whether performed at the Site or in CONTRACTOR's offices, including, but not limited to services rendered during the Design Phase of the Project.

2.1.3 Wages and salaries of CONTRACTOR's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

2.1.4 Costs paid or incurred by CONTRACTOR for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in subsections 2.1.1 through 2.1.3 above.

2.2 Subcontract Costs. Amounts due Subcontractors in accordance with the requirements of the Subcontracts.

2.3 Costs of Materials and Equipment Incorporated in the Completed Construction. Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

2.4 Costs of other Materials and Equipment, Temporary Facilities, and Related Items.

2.4.1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by CONTRACTOR at the Site and fully consumed in the performance of the Work; and cost, less salvage value, on such items if not fully consumed, whether sold to others or retained by CONTRACTOR. Costs for items previously used by CONTRACTOR shall mean fair market value.

2.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by the construction workers, which are provided by CONTRACTOR at the Site, whether rented from CONTRACTOR or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rental charges for equipment owned by CONTRACTOR shall be at then prevailing rates.

2.4.3 Costs of removal of debris from the Site.

2.4.4 Costs of facsimiles, telegrams and long distance telephone calls, postage and delivery charges (whether originating at the Site or at the offices of CONTRACTOR or CONTRACTOR), telephone service at the Site and reasonable petty cash expenses of the Site office.

2.5 Premiums; Taxes; Fees; Royalties.

2.5.1 That portion directly attributable to this Agreement of premiums for insurance and the Payment and Performance Bonds.

2.5.2 Sales, use, gross receipts or similar taxes imposed by a governmental authority, which are related to the Work and for which CONTRACTOR is liable.

2.5.3 Fees and assessments for any permits, licenses and inspections required by the Contract Documents.

2.5.4 Fees of testing laboratories for tests required by the Contract Documents or government authorities.

2.5.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents. The costs of defending suits or claims for infringement of patent rights arising from such requirement by the Contract Documents;

payments made in accordance with legal judgments against CONTRACTOR or CONTRACTOR resulting from such suits or claims and payments of settlements in connection therewith.

2.5.6 Deposits lost for cause other than CONTRACTOR's negligence.

2.6 Emergencies. Costs incurred in taking action to prevent threatened damage, injury or loss in case of emergency affecting the safety of persons and property, as provided in Section 10.7 of this Agreement.

2.7 Other Costs. Other costs incurred in the performance of the Work, if and to the extent approved in writing by CITY, which approval shall not be unreasonably withheld.

3 Items not Included in Cost of the Work.

3.1 Salaries and other compensation of CONTRACTOR's personnel stationed at CONTRACTOR's principal office or offices other than the Site, except as specifically provided in subsections 2.1.2 and 2.1.3 above.

3.2 Expenses of CONTRACTOR's principal office and offices, other than the Site office.

3.3 Overhead and general expenses, except as may be included in Sections 1 and 2 above.

3.4 The capital expenses of CONTRACTOR, including interest on capital employed for the Work.

3.5 Costs that would cause the GMP to be exceeded.

EXHIBIT B
CONSTRUCTION ALLOWANCE ITEMS

(reserved)

EXHIBIT C

HAZARDOUS MATERIALS

1. Certain Definitions.

1.1 “Hazardous Materials” means any substance:

1.1.1 the presence of which requires investigation or remediation under federal, state or local law, statute, regulation, ordinance, order, action, policy or common law;

1.1.2 which is or becomes defined as a “hazardous waste,” “hazardous substance,” pollutant or contaminant under any federal, state or local law, statute, regulation, rule or ordinance or amendments thereto, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 USC §§9601 et seq. (“CERCLA”), as amended, or the Resource, Conservation and Recovery Act, as amended, 42 USC §§6901 et seq. (“RCRA”);

1.1.3 which is petroleum, including crude oil or any fraction thereof not otherwise designated as a “hazardous substance” under CERCLA, including without limitation gasoline, diesel fuel or other petroleum hydrocarbons;

1.1.4 which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority or instrumentality;

1.1.5 the presence of which on the Site causes or threatens to cause a nuisance upon the Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Site; or

1.1.6 the presence of which on adjacent properties could constitute a trespass by CONTRACTOR or CITY.

1.2 “Underground Storage Tank” shall have the definition assigned to that term by RCRA §9001, 42 USC §6991, and also shall include:

1.2.1 any tank of 1,100 gallons or less capacity used for storing motor fuel;

1.2.2 any tank used for storing heating oil for consumption on the premises where stored;

1.2.3 any septic tank; and

1.2.4 any pipes connected to items 1.2.1-1.2.3.

1.3 “Environmental Requirements” means all Applicable Laws, statutes, regulations, rules, ordinances, codes, licenses, permits, orders and similar items of all federal, state or local governmental agencies or other instrumentalities and all applicable judicial, administrative and regulatory decrees, judgments and orders relating to the protection of human health or the environment, including, without limitation:

1.3.1 all requirements, including but not limited to, those pertaining to reporting, licensing, permitting, investigation and remediation of emissions, discharges, releases or threatened releases of Hazardous Materials into the air, surface water, ground water or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials; and

1.3.2 all requirements pertaining to the protection of the health and safety of employees or the public.

1.4 “Environmental Damages” means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs and expenses of investigation and defense of any claim, including, without limitation, attorney's fees, which are incurred at any time as a result of the existence of Hazardous Materials upon, about or beneath the Site or migrating or threatening to migrate to or from the Site, and including, without limitation:

1.4.1 damages for personal injury, or injury to property or to natural resources occurring upon or off the Site;

1.4.2 fees incurred for the services of attorneys, consultants, CONTRACTOR, experts, laboratories and all other costs incurred in connection with the investigation or remediation of such Hazardous Materials or violation of Environmental Requirements; and

1.4.3 liability to any third party or governmental agency or political subdivision to indemnify such party, agency or political subdivision for costs expended in connection with the items listed in subparagraph 1.4.2.

1.5 “Environmental Conditions” means collectively, Hazardous Materials and Underground Storage Tanks existing on the Site and not brought there by CONTRACTOR or any Subcontractor.

2. Investigation of Site.

2.1 Upon written notice from CITY, CONTRACTOR shall prepare for approval and execution by CITY, one or more contracts (“Environmental Contracts”) with suitably qualified consultants and/or engineers (“Environmental Engineers”), for purposes of performing an investigation and analysis of the Site prior to demolition and excavation activities, to determine the presence of any Environmental Conditions on, in or under the Site. The Environmental Contracts shall provide for a commercially reasonable scope of investigation approved by CITY, and may provide for conducting the investigation and testing in phases acceptable to CITY. The Environmental Contracts shall also provide that the Environmental Engineers shall begin their

tests and inspections at the Site as soon as CITY is able to arrange access to the Site, or any portions thereof, for such purposes. The Environmental Contracts shall provide that CONTRACTOR, acting as agent of CITY, shall coordinate the activities of the Environmental Engineers.

2.2 The Environmental Contracts shall provide that the Environmental Engineers shall prepare such reports, feasibility studies and remedial plans (“Environmental Assessments”) as may be reasonably necessary in order to identify and explain the quantity, scope and nature of the Environmental Conditions found to exist at the Site. The Environmental Assessments shall contain a detailed analysis of the Environmental Conditions discovered, and the actions (“Remedial Actions”) required for the response, removal, cleanup or remediation of such Environmental Conditions (i) which are required by Environmental Requirements, or (ii) which are reasonably necessary to mitigate Environmental Damages.

2.3 The Environmental Contracts shall provide that the Environmental Engineers shall promptly provide CITY and CONTRACTOR with a copy of each Environmental Assessment, together with any other reports and test results generated pursuant to the Environmental Contracts. CONTRACTOR shall, promptly after receipt of the foregoing matters from the Environmental Engineers, prepare and submit to CITY a written report setting forth CONTRACTOR's understanding of whether and to what extent any recommended Remedial Actions may result in an amendment to the Schedule and the progress of the Work.

2.4 The Environmental Contracts shall provide that it shall be the responsibility of the Environmental Engineers to give any necessary notice to the appropriate regulatory agency or agencies of the presence of any Environmental Conditions; to pursue all necessary negotiations with such agencies concerning preparation and approval of a plan for clean-up to the extent required; and to obtain all necessary permits to perform any Remedial Actions.

3. Remedial Actions.

3.1 If so instructed by CITY, based upon the results of the Environmental Assessments, CONTRACTOR shall, as agent for CITY, obtain bids from remediation contractors (“Remediation Contractors”) suitably qualified and approved by CITY, to perform the Remedial Actions selected by CITY and shall submit such bids to CITY, together with CONTRACTOR's recommendation of the Remediation Contractor(s) to be retained. If CITY elects to go forward with all or any portion of the Remedial Actions covered by the bids submitted, CITY will so advise CONTRACTOR in a written notice on or before the date which is sixty (60) Days after receipt of the foregoing matters from CONTRACTOR. Promptly after receipt of such notice, CONTRACTOR shall prepare for CITY's execution remediation contracts (“Remediation Contracts”) with the Remediation Contractors identified in such notice.

3.2 CONTRACTOR, as agent for CITY, shall be responsible for coordinating the work and services performed by the Remediation Contractors, and coordinating such remediation work with the Work.

3.3 If in the course of performance of the Work, CONTRACTOR encounters on the Site any Hazardous Materials not previously disclosed and remediated by the Environmental Engineers or the Remediation Contractors, CONTRACTOR shall immediately suspend the Work in the area affected and promptly thereafter report the condition to CITY.

4. Payments: Liability of CONTRACTOR.

4.1 All payments due under the Environmental Contracts and the Remediation Contracts shall be made by CITY directly to the Environmental Engineers and the Remediation Contractors. Such payments will be based on requisitions, which requisitions shall be approved by CONTRACTOR prior to submission to CITY.

4.2 All payments due under the Environmental Contracts, the Remediation Contracts and for Environmental Damages, shall not be a part of the GMP, and shall be the sole responsibility of CITY, except as expressly provided otherwise in Section 5 hereof.

4.3 It is understood and agreed that with respect to any Environmental Conditions existing on the Site, CONTRACTOR is not, and shall not be deemed to be, a generator, arranger, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions. It is understood and agreed that CONTRACTOR shall have no right to direct the means or methods of performance of any Environmental Engineer or Remediation Contractor.

4.4 CITY shall indemnify, defend and hold harmless CONTRACTOR, from and against any Environmental Damages asserted against or sustained by CONTRACTOR as a result of CONTRACTOR being deemed or determined to be a generator, arranger, operator, treater, storer, transporter or disposer of, or otherwise responsible for, any such Environmental Conditions.

5. Environmental Responsibilities of CONTRACTOR.

5.1 CITY acknowledges and agrees that CONTRACTOR shall not commence or continue any demolition or construction activities on any portion of the Site on or in which Remedial Actions are to be performed until such Remedial Actions are to the point where construction activities will not interfere with such Remedial Actions, as evidenced by appropriate certification by the applicable Environmental Engineer and/or Remediation CONTRACTOR and any required approval of any applicable government agency. CONTRACTOR agrees to use good faith diligent efforts to adjust and reschedule its activities at the Site so as to minimize, to the extent reasonably practical, the adverse effect on the progress of the Work resulting from any Remedial Actions.

5.2 CONTRACTOR shall not bring Hazardous Materials to the Site, and shall not include Hazardous Materials in any construction materials, unless permitted by Environmental Requirements. CONTRACTOR shall comply, and shall cause all Subcontractors to comply, with all Environmental Requirements regarding the generation, handling, storage, treatment and disposal of Hazardous Materials.

5.3 CONTRACTOR shall indemnify, defend and hold harmless the Indemnified Parties from and against any Environmental Damages asserted against or sustained by such parties as a result of any Environmental Conditions caused or created by CONTRACTOR or any Subcontractor, or of any violation by CONTRACTOR or the Subcontractors, of any Environmental Requirement arising out of the performance of the Work.

EXHIBIT D

IN LIEU OF SECURITIES ESCROW AGREEMENT

**(form of agreement follows this page)
(use is optional by Contractor)**

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION
(Project: Roseville Soccer Complex)

THIS ESCROW AGREEMENT is made and entered into on this _____ day of _____, 20__ by and between the:

City of Roseville, whose address is:

316 Vernon Street, Suite 400
Roseville, CA 95678

(hereinafter called "CITY"); and

_____, whose address is:

(hereinafter called "CONTRACTOR"); and

_____, whose address is:

(hereinafter called "ESCROW AGENT").

For the consideration hereinafter set forth, CITY, CONTRACTOR, and ESCROW AGENT agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, CONTRACTOR has the option to deposit securities, subject to prior approval of CITY, with ESCROW AGENT, as a substitute for retention earnings required to be withheld by CITY pursuant to the contract for public works entered into between the CITY and CONTRACTOR for the Project in the amount of _____

_____ dollars (\$_____) dated_____, (hereinafter referred to as the “Contract”). Alternatively, on written request of CONTRACTOR, CITY shall make payments of the retention earnings directly to the ESCROW AGENT.

When CONTRACTOR deposits the securities as a substitute for Contract earnings, the ESCROW AGENT shall notify CITY within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between CITY and CONTRACTOR. Securities shall be held in the name of ESCROW AGENT, and shall designate CONTRACTOR as the beneficial owner, and shall be limited to those types of acceptable securities as described in Public Contract Code Section 22300.

2. CITY shall make progress payments to CONTRACTOR for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that ESCROW AGENT holds securities in the form and amount specified above.

3. When CITY makes payment of retentions earned directly to ESCROW AGENT, ESCROW AGENT shall hold them for the benefit of CONTRACTOR until the time that the escrow created under this Agreement is terminated. CONTRACTOR may direct the investment of the payments into securities. All terms and conditions of this Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when CITY pays ESCROW AGENT directly.

4. CONTRACTOR shall be responsible for paying all fees for the expenses incurred by ESCROW AGENT in administering the Escrow Account and all expenses of CITY. These expenses and payment terms shall be determined by CITY, CONTRACTOR, and ESCROW AGENT.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earning on that interest shall be for the sole account of CONTRACTOR and shall be subject to withdrawal by CONTRACTOR at any time and from time to time without notice to CITY.

6. CONTRACTOR shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to ESCROW AGENT accompanied by written authorization from CITY to ESCROW AGENT that CITY consents to the withdrawal of the amount sought to be withdrawn by CONTRACTOR.

7. CITY shall have a right to draw upon the securities in the event of default by CONTRACTOR. Upon seven (7) days' written notice to ESCROW AGENT from CITY of the default, ESCROW AGENT shall immediately convert the securities to cash and shall distribute the cash as instructed by CITY.

8. Only upon receipt of written notification from CITY certifying that the Contract is final and complete, and that CONTRACTOR has complied with all requirements and procedures applicable to the Contract, ESCROW AGENT shall release to CONTRACTOR all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. ESCROW AGENT shall rely on the written notifications from CITY and CONTRACTOR pursuant to Sections (5) to (8), inclusive, of this Agreement and CONTRACTOR shall hold ESCROW AGENT harmless from ESCROW AGENT's release and disbursement of the securities and interest as set forth above.

10. The parties hereto mutually agree that this Agreement is substantially similar to the form under Public Contracts Code Section 22300.

11. The names of the persons who are authorized to give written notice or to receive written notice on behalf of CITY and on behalf of CONTRACTOR in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of CITY:

Title

Name

Signature

Address

On behalf of CONTRACTOR:

Title

Name

Signature

Address

On behalf of ESCROW AGENT:

Title

Name

Signature

Address

12. At the time the Escrow Account is opened, CITY and CONTRACTOR shall deliver to ESCROW AGENT a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized the execution of this Agreement by its City Manager and attestation by its City Clerk under the authority of Resolution No. 87-141, adopted by the Council of the City of Roseville on the 5th day of August, 1987, and CONTRACTOR and ESCROW AGENT have authorized the execution of this Agreement.

CITY OF ROSEVILLE, a
municipal corporation:

CONTRACTOR:
_____, a

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: _____

and

ATTEST:

BY: _____

BY: _____
CARMEN AVALOS
City Clerk

its: _____

ESCROW AGENT:

BY: _____

APPROVED AS TO FORM:

its: _____

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

and

BY: _____

APPROVED AS TO SUBSTANCE:

its: _____

BY: _____
DENNIS KAUFFMAN
Assistant City Manager/Chief Financial Officer

ACKNOWLEDGED BY ADMINISTERING DEPARTMENT:

BY: _____

ESCROW No. _____

EXHIBIT E
BOND FORMS

Bond No. _____
Premium \$ _____

PERFORMANCE BOND

This Performance Bond ("Performance Bond"), dated _____, 20_, is in the penal sum of _____ Dollars (\$ _____), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned _____ ("Principal" or "Contractor") and the undersigned _____ ("Surety") to ensure the Principal's faithful performance of the Design Assist Construction Agreement for the _____ project ("Design Assist Contract"). This Performance Bond consists of this page and the following Performance Bond Terms and Conditions, Paragraphs 1 through 12. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for the complete and proper performance of the Design Assist Contract, which is incorporated herein by reference.
2. If the Principal completely and properly performs all of its obligations under the Design Assist Contract, the Surety and the Principal shall have no further obligation under this Performance Bond, except to participate in conferences as provided in Paragraph 3.1 below.
3. If there is no City Default, the Surety's obligation under this Performance Bond shall arise after:
 - 3.1 The City has notified the Contractor and the Surety at their respective addresses described in Paragraph 10 below, that the City is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen (15) days after receipt of such notice to discuss methods of performing the Design Assist Contract. If the City, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Design Assist Agreement, but such a mutual agreement shall not waive the City's right, if any, subsequently to declare a Contractor Default; and
 - 3.2 The City has declared a Contractor Default and formally terminated the Contractor's right to complete the Design Assist Contract. Such Contractor Default shall not be declared earlier than twenty (20) days after the Contractor and the Surety have received notice as provided in Paragraph 3.1 above.

- 3.3 The City has agreed to pay the Balance of the Total Contract Price to:
- 3.3.1 The Surety in accordance with the terms of this Performance Bond and the Design Assist Contract; or
- 3.3.2 To a contractor selected to perform the Design Assist Contract in accordance with the terms of this Performance Bond and the Design Assist Contract.
4. When the City has satisfied the conditions of Paragraph 3 above, the Surety shall promptly (within thirty (30) days) and at the Surety's expense elect to take one of the following actions:
- 4.1 Arrange for the Contractor, with the City's consent, such consent to be in the City's sole discretion, to perform and complete the Design Assist Contract. If the City withholds its consent, the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below; or
- 4.2 Undertake to perform and complete the Design Assist Contract itself, through its agents or through independent contractors; or
- 4.3 Obtain proposals from qualified contractors acceptable to the City for a contract for performance and completion of the Design Assist Contract, and, upon determination by the City of the best value for the City, arrange for a contract to be prepared for execution by the City and the contractor selected, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Design Assist Contract; and, if the Surety's obligations defined in Paragraph 6 below exceed the Balance of the Total Contract Price, then the Surety shall pay to the City the amount of such excess; or
- 4.4 Waive its right to perform and complete the Design Assist Contract, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with the City, determine in good faith the amount for which it may then be liable to the City under Paragraph 6, below, for the performance and completion of the Design Assist Contract and, as soon as practicable after the amount is determined, tender payment therefor to the City with full explanation of the payment's calculation. If the City accepts the Surety's tender under this Paragraph 4.4, the City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Seller Default. If the City disputes the amount of Surety's tender under this Paragraph 4.4, the City may exercise all remedies available to it at law to enforce the Surety's liability under Paragraph 6, below.
5. If the Surety does not proceed as provided in Paragraph 4, above, then the Surety shall be deemed to be in default on this Performance Bond ten (10) calendar days after receipt of an additional written notice from City to the Surety demanding that the Surety perform its obligations under this Performance Bond. At all times the City shall be entitled to enforce any remedy available to the City at law or under the Design Assist Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or contractors at Surety's sole expense.

6. The Surety's monetary obligation under this Performance Bond is limited by the amount of this Performance Bond. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Seller under the Design Assist Contract. The Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of the Seller under the Design Assist Contract for completion of the Design Assist Contract and correction of defective work;
 - 6.2 The responsibilities of the Seller under the Design Assist Contract to pay liquidated damages, and damages for which no liquidated damages are specified in the Design Assist Contract, including but not limited to, all valid and proper back charges, offsets, payments, indemnities, defense costs or other damages; and
 - 6.3 Additional legal, design professional and delay costs resulting from the Seller Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above.
7. The Surety shall not be liable to the City or others for the obligations of the Contractor that are unrelated to the Design Assist Contract, and the Balance of the Total Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Performance Bond to any person or entity other than the City or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, alteration or addition to the Design Assist Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Assist Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Performance Bond or in any way affect the obligations of Surety on this Performance Bond.
9. Any proceeding, legal or equitable, under this Performance Bond shall be instituted in any court of competent jurisdiction in Placer County, California within two (2) years after the Contractor Default or within two (2) years after the Contractor ceased working or within two (2) years after the Surety refuses or fails to perform its obligations under this Performance Bond, whichever occurs first. If the provisions of this Paragraph 9 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.
10. Notice to the Surety, the City or the Principal shall be mailed or delivered to the address shown on the signature page.
11. Any provision in this Performance Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Performance Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.

- 12.1 Balance of the Total Contract Price: The total amount payable by the City to the Contractor pursuant to the terms of the Design Assist Contract after all proper adjustments have been made under the Design Assist Contract, including, for example, deductions for progress payments made, deductions for liquidated damages owed, and increases/decreases for approved modifications to the Design Assist Contract.
- 12.2 Design Assist Contract: The documents between the City and the Principal identified as the Contract Documents in that certain first above-mentioned Design Assist Construction Agreement, including all changes, Addenda and modifications thereto.
- 12.3 Contractor Default: Material failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Design Assist Contract.
- 12.4 City Default: Material failure of the City, which has neither been remedied nor waived, to pay the Contractor progress payments due under the Design Assist Contract or to perform other material terms of the Design Assist Contract, provided such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Design Assist Contract.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

(Corp. Seal)	Principal:	_____
	Signature:	_____
	Name & Title:	_____
	Address:	_____

(Corp. Seal)	Surety:	_____
	Signature:	_____
	Name & Title:	_____
	Address:	_____

Attorney in Fact: _____

Surety shall submit the following documents along with this Performance Bond:

1. Verification that Surety is admitted to transact surety business in the State of California;
and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, City Attorney

END OF DOCUMENT

Bond No. _____
Premium \$ _____

LABOR AND MATERIAL BOND

This Labor and Material Bond ("Labor and Material Bond") dated _____, 20____, is in the penal sum of _____ Dollars (\$ _____), which is an amount not less than one hundred percent (100%) of the Total Contract Price, and is entered into by and between the undersigned _____ ("Principal" or "Contractor") and the undersigned _____ ("Surety") to ensure the Principal's payment of claimants pursuant to the Design Assist Construction Agreement for the _____ project ("Design Assist Contract"). This Labor and Material Bond consists of this page and the following Labor and Material Bond Terms and Conditions, Paragraphs 1 through 15. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City and to Claimants, to pay for labor, materials, Equipment furnished and Services provided in the performance of the Design Assist Contract, which is incorporated herein by reference.
2. With respect to the City, this obligation shall become null and void if and when the Principal:
 - 2.1 Promptly and fully makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Fully defends, indemnifies and holds harmless the City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Design Assist Contract, provided the City has promptly notified the Principal and the Surety (at the address described in Paragraph 10 below) of any claims, demands, liens or suits and has tendered defense of such claims, demands, liens or suits to the Principal and the Surety, and provided there is no City Default. Otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.
3. With respect to Claimants, this obligation shall become null and void if and when the Principal promptly and fully makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants; otherwise, this Labor and Material Bond shall be, and remain, in full force and effect.
4. The Surety shall have no obligation to Claimants under this Labor and Material Bond until:

- 4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the City, stating that a claim is being made under this Labor and Material Bond and, with substantial accuracy, the amount of the claim.
- 4.2 Claimants who do not have a direct contract with the Contractor:
 - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the City, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or have not received within thirty (30) days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
 - 4.3.3 Not having been paid within the above thirty (30) days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the City, stating that a claim is being made under this Labor and Material Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 above is given by the City to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the City, within forty-five (45) days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Labor and Material Bond, and the amount of this Labor and Material Bond shall be credited for any payments made in good faith by the Surety under this Labor and Material Bond.
8. Amounts due the Contractor under the Design Assist Contract shall be applied to satisfy claims, if any, under this Labor and Material Bond.
9. The Surety shall not be liable to the City, Claimants or others for obligations of the Contractor that are unrelated to the Design Assist Contract. The City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Labor and Material Bond, and shall have no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Labor and Material Bond.

10. The Surety hereby waives notice of any change, alteration or addition to the Design Assist Contract or to related subcontracts, purchase orders and other obligations, including but not limited to changes of time. The Surety consents to all terms of the Design Assist Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Labor and Material Bond or in any way affect the obligations of Surety on this Labor and Material Bond.
11. Any proceeding, legal or equitable, under this Labor and Material Bond shall be instituted in any court of competent jurisdiction in Placer County, California within one (1) year from the date on which (i) the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.3.3, or (ii) the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Design Assist Contract, whichever of (i) or (ii) first occurs. If the provisions of this Paragraph 11 are void or prohibited by law, the minimum period of limitation available to sureties as a defense in Placer County shall be applicable.
12. Notice to the Surety, the City or the Principal shall be mailed or delivered to the address shown on the signature page below. Actual receipt of notice by the Surety, the City or the Principal, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page below.
13. Any provision in this Labor and Material Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
The intent is that this Labor and Material Bond shall be construed as a statutory bond and not as a common law bond.
14. Upon request by any person or entity appearing to be a potential beneficiary of this Labor and Material Bond, the Principal shall promptly furnish a copy of this Labor and Material Bond or shall permit a copy to be made.
15. DEFINITIONS
 - 15.1 CLAIMANT: An individual or entity having a direct contract with the Contractor or with a subcontractor (of any tier) of the Contractor to furnish labor, materials or equipment for use in the performance of the Design Assist Contract. The intent of this Labor and Material Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Design Assist Contract, architectural and engineering services used or reasonably required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien or stop payment notice might be asserted.
 - 15.2 DESIGN ASSIST CONTRACT: The documents between the City and the Contractor identified as the Contract Documents in that certain first above-

mentioned Design Assist Contract, including all changes, Addenda and modifications thereto.

- 15.3 CITY DEFAULT: Material failure of the City, which has neither been remedied nor waived, to pay the Contractor as required by the Design Assist Contract, provided such failure is the cause of the failure of Principal to pay the Claimants and is sufficient to justify Contractor termination of the Design Assist Contract.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this security instrument.

(Corp. Seal)	Principal:	_____
	Signature:	_____
	Name & Title:	
	Address:	
(Corp. Seal)	Surety:	_____
	Signature:	_____
	Name & Title:	
	Address:	
Attorney in Fact: _____		

Surety shall submit the following documents along with this Labor and Material Bond:

1. Verification that Surety is admitted to transact surety business in the State of California;
and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, City Attorney

END OF DOCUMENT

Bond No. _____
Premium \$ _____

WARRANTY BOND

This Warranty Bond ("Warranty Bond"), dated _____, 20____, is in the penal sum of _____ for the Design-Assist Construction Agreement for the _____ project, and is entered into by and between the undersigned _____ ("Principal" or "Contractor") and the undersigned _____ ("Surety") to guaranty that all Equipment and Services provided by Seller under the above-mentioned Design Assist Contract will fulfill the requirements of Principal's warranties and guarantees included in the Contract Documents. This Warranty Bond consists of this page and the following Warranty Bond Terms and Conditions, Paragraphs 1 through 7. Any singular reference to the Principal, the Surety, the City of Roseville, California ("City") or other party shall be considered plural where applicable.

BOND TERMS AND CONDITIONS

1. The Principal and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the City for a period of one (1) year following the date of Final Acceptance, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the work including, without limitation, all equipment and work provided by Contractor and its subcontractors and subvendors of all tiers in connection with the Design Assist Contract.
2. Neither final payment nor use or occupancy of the Equipment or Services performed by the Contractor shall constitute an acceptance of such Equipment or Services not done in accordance with this Warranty Bond or relieve Contractor of liability in respect to any express guarantees, warranties or responsibilities for faulty materials or workmanship, ordinary wear and tear excepted. If within one (1) year after the date of Final Acceptance, or such longer period of time as may be prescribed the terms of the Contract Documents, any Equipment or Services is found to be defective, Contractor and Surety shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Equipment or Services. Contractor and Surety shall remove any defective Equipment rejected by City and replace it with Equipment that is not defective. If Contractor or Surety fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Equipment or Services corrected or removed and replaced. Contractor and Surety shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor and Surety fail to correct defective Equipment or Services, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.
3. As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City.
4. The Surety hereby waives notice of any change, alteration or addition to the Design Assist Contract or to related subcontracts, purchase orders and other obligations, including but not limited to

changes of time. The Surety consents to all terms of the Design Assist Contract, including provisions on changes to the Contract Documents. No extension of time, Change Order, alteration, Modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Warranty Bond or in any way affect the obligations of Surety on this Warranty Bond.

5. If the Surety does not proceed as provided in Paragraph 2 above, then the Surety shall be deemed to be in default on this Warranty Bond ten (10) calendar days after receipt of an additional written notice from City to the Surety demanding that the Surety perform its obligations under this Warranty Bond. At all times the City shall be entitled to enforce any remedy available to the City at law or under the Design Assist Contract including, without limitation, and by way of example only, rights to perform work as Surety's expense, protect work, mitigate damages, or coordinate work with other consultants or contractors.
6. All abbreviations and definitions of terms used in this Warranty Bond shall have the meanings set forth in the Contract Documents, including, without means of limitation, the Design Assist Contract.
7. The foregoing Warranty Bond is in addition to any other guarantees and warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Warranty Bond and any guaranty, warranty or obligation of the Seller under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor and Surety.

IN WITNESS WHEREOF, the undersigned obligated parties have executed this instrument.

(Corp. Seal)	Principal: _
	Signature: _
	Name & Title:
	Address:

(Corp. Seal)	Surety: _
	Signature: _
	Name & Title:
	Address:

Attorney in Fact: _____

Surety shall submit the following documents along with this Warranty Bond:

1. Verification that Surety is admitted to transact surety business in the State of California; and
2. Copy of Surety's Certificate of Authority, issued by the Insurance Commissioner of the State of California, along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

Approved: _____, City Attorney

END OF DOCUMENT

EXHIBIT F
CONTRACTOR'S PROPOSAL

ORDINANCE NO. 6631

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2022-23
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 2022-23, is hereby amended as listed on the attached budget adjustment for the Roseville Soccer Complex project.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



REQUEST FOR BUDGET ADJUSTMENT

REQUESTER NAME & TITLE: Tara Gee, Park Planning & Development Manager FISCAL YEAR: 2022-23
 PREPARER NAME & TITLE: Rendi Hodge, Management Analyst COUNCIL DATE (if applicable): 3/15/2023
 DEPARTMENT/DIVISION: Parks, Recreation & Libraries/Park Development ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3311	6587	84001	400068	3,000,000	Allocate funds from West Roseville Neighborhood Park Fund for project contract costs
3304	6587	84001	400068	1,500,000	Allocate funds from West Roseville Citywide Park Fund for project contract costs
3304	6587	84001	400068	1,281,268	Allocate budget from the Placer Valley Tourism revenue as per agreement with PVT including interest
TOTAL				5,781,268	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3304	4780	84001	400068	1,031,268	Revenue from Placer Valley Tourism Agreement dedicated to Soccer Complex Project
TOTAL				1,031,268	

NET ADJUSTMENT	4,750,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3311				(3,000,000)	Use of available resources in West Roseville Neighborhood Park Fund
3304				(1,750,000)	Use of available resources in West Roseville Citywide Park Fund
TOTAL				(4,750,000)	

Justification for Budget Adjustment:

The Parks, Recreation & Libraries Department recommends a budget adjustment to increase the expenditure budget for the Roseville Soccer Complex project (400068) through the use of available resources in the West Roseville Neighborhood Park Fund 3311 (\$3 million), the West Roseville Citywide Park Fund 3304 (\$1.5 million), and the Placer Valley Tourism's repayment of incurred expenditures of the old abandoned long field project (\$1.17 million), plus interest (\$110,000). Placer Valley Tourism agreed to pay the City four \$250,000 payments annually from 2021-2024, with a final payment of \$171,268 in 2025 plus interest. The City has received the first two payments for FY2020-21 and FY 2021-22; however, the project budget only includes a partial revenue budget of \$250,000. This budget adjustment increases the revenue budget by the unbudgeted expected reimbursement plus interest and establishes the expenditure budget for the total repayment amount. This budget adjustment will ensure adequate funds to enter into the agreement to construct the complex. This project includes multiple long fields and will be a regional draw for sporting events, resulting in added revenue to the City through sales tax and Transient Occupancy Tax revenue. This budget adjustment doesn't impact the General Fund.

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE		02/28/2023 DATE	
_____ CHIEF FINANCIAL OFFICER / DESIGNEE		_____ BUDGET MANAGER / DESIGNEE	
_____ DATE		_____ CITY MANAGER / DESIGNEE	
BUDGET DEPARTMENT USE ONLY:			
_____ POSTED BY		_____ DATE	

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2578

File #: 0709-01 & 0103-03-02

Title: HOUSING AUTHORITY/CITY COUNCIL – FY2023-24 Annual Plan

Contact: Suzi Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us
Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 3/15/2023

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council, acting as the governing board for the Roseville Housing Authority take the following actions:

1. Adopt a resolution to approve the FY2023-24 Roseville Housing Authority Annual Plan; and
2. Authorize the Executive Director to submit the FY2023-24 Roseville Housing Authority Annual Plan to the U.S. Department of Housing & Urban Development along with the required certifications, disclosures, and related documents.

BACKGROUND

Pursuant to the 1998 Quality Housing and Work Responsibility Act ("QHWRA"), all housing authorities must submit an Agency Plan, which includes a Five Year Plan and an Annual Plan. The U.S. Department of Housing and Urban Development ("HUD") designed the Agency Plan to reflect the current and future goals of all housing authorities. It is also intended to identify the needs of the households served by Roseville Housing Authority ("RHA"). HUD has designated RHA as a "High Performer" for the last 18 years which allows RHA to submit a simplified annual plan. RHA submitted its Five Year Plan to HUD in 2020 and RHA is only required to submit an Annual Plan for 2023.

RHA is able to provide up to 813 households with Housing Choice Voucher (HCV) rental assistance funded through HUD. This total includes several special voucher programs including Emergency Housing Vouchers, Mainstream vouchers and VASH vouchers that serve those coming directly from homelessness. The mission of RHA is to provide the opportunity for decent, safe and sanitary affordable housing to very low and extremely low-income families in Roseville and Rocklin by:

- effectively administering HCV rental assistance funds;
- delivering a high level of customer service; and
- encouraging family self-sufficiency.

In the last year, RHA has made much progress toward the goals in the Five Year and Annual Plan. RHA continues to apply for and implement new voucher programs while working with Placer County's Continuum of Care in order to expand the supply of assisted housing. RHA worked toward improving the quality of assisted housing by resuming Housing Quality Standards inspections after a hiatus due to the COVID-19 pandemic. In order to increase assisted housing choices, RHA recently implemented a new landlord recruitment program. The plan also highlights the progress made in the area of affirmatively furthering Fair Housing as well as collaboration with homeless housing service providers and other local jurisdictions.

The draft plan is required to have a 45-day local comment period before it is heard at a public hearing. The 45-day comment period was noticed and commenced on January 20, 2023, closing March 15, 2023. To date, staff has not received any comments from the public regarding this item. RHA's Resident Advisory Board members were provided with copies of the draft Annual Plan. Their comments supported the content of the proposed plan, including RHA's goals and its progress in meeting them.

Subject to the Housing Authority Board's action on the proposed Annual Plan, staff anticipates submitting the final document to HUD in compliance with the April 15, 2023 due date.

FISCAL IMPACT

RHA provides an important social service to ensure safe and affordable housing for our residents which is an essential component to the foundation of our community's economic and social stability. Through monthly rental assistance payments, the Housing Choice Voucher Program invests \$7.7M into the local rental economy annually. This item does not create any additional cost to the City's General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Approval of the Roseville Housing Authority Annual Plan meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community.

Respectfully Submitted,

Suzi Cook-Turner, Housing Supervisor

Melissa Anguiano Economic Development Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 1-23

2023 RHA Annual Plan

Public Notice Proof of Publication

RESOLUTION NO. 1-23
HOUSING AUTHORITY OF THE CITY OF ROSEVILLE

APPROVING THE FY2023-24 ANNUAL PLAN

WHEREAS, the Department of Housing and Urban Development (HUD) requires all housing authorities to submit an Agency Plan, which includes an Annual Plan; and

WHEREAS, staff has prepared the Annual Plan for FY2023-24; and

WHEREAS, the Housing Authority has reviewed the plan;

NOW, THEREFORE, THE HOUSING AUTHORITY OF THE CITY OF ROSEVILLE DOES HEREBY RESOLVE that:

1. The Roseville Housing Authority Annual Plan for FY2023-24 is hereby approved,
2. The Executive Director is authorized to submit the Roseville Housing Authority Annual Plan for FY2023-24 to the U.S. Department of Housing and Urban Development along with all required certifications, disclosures, and related documents.

PASSED AND ADOPTED by the Housing Authority of the City of Roseville this _____ day of _____, 20____, by the following vote on roll call:

AYES AUTHORITY MEMBERS:

NOES AUTHORITY MEMBERS:

ABSENT AUTHORITY MEMBERS:

ATTEST:

Chair

Secretary

Streamlined Annual PHA Plan (HCV Only PHAs)	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 03/31/2024
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Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, including changes to these policies, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. The Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceed 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceed 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined and is not PHAS or SEMAP troubled.

A. PHA Information.				
A.1	PHA Name: Roseville Housing Authority PHA Code: CA128 PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2023</u> PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above) Number of Housing Choice Vouchers (HCVs) <u>823</u> PHA Plan Submission Type: ☒ Annual Submission ☐ Revised Annual Submission			
	Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.			
	Copies of the PHA Plans may be obtained at the Agency's main office and online:: 316 Vernon Street, Suite 150 Roseville, CA 95678 https://www.roseville.ca.us/hcv			
	☐ PHA Consortia: (Check box if submitting a joint Plan and complete table below)			
	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia
	No. of Units in Each Program			
	Lead HA:			

B.	Plan Elements.				
B.1	Revision of Existing PHA Plan Elements. a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission? Y N ☐ ☒ Statement of Housing Needs and Strategy for Addressing Housing Needs. ☐ ☒ Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. ☐ ☒ Financial Resources. ☐ ☒ Rent Determination. ☐ ☒ Operation and Management. ☐ ☒ Informal Review and Hearing Procedures. ☐ ☒ Homeownership Programs. ☐ ☒ Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. ☐ ☒ Substantial Deviation. ☐ ☒ Significant Amendment/Modification. (b) If the PHA answered yes for any element, describe the revisions for each element(s):				
B.2	New Activities. – Not Applicable				

B.3 Progress Report.

Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan.

RHA Mission Statement:

The mission of the Roseville Housing Authority is to provide opportunity for decent, safe and sanitary affordable housing to very low and extremely low-income families in Roseville and Rocklin by:

- **Effectively administering Housing Choice Voucher rental assistance funds**
 - (a) **PROGRESS:** The Roseville Housing Authority has effectively administered Housing Choice Voucher rental assistance funds by monthly reviewing available funds and lease up to determine further leasing strategy. This has resulted in utilizing the full budget authority for the last calendar year, short fall funding as well as reserve funds keeping all families housed.
- **Assisting families with opportunities for safe, decent and affordable housing.**
 - (a) **PROGRESS:** By carefully monitoring market trends, lease-up, and success rate RHA ensures we are able to assist the largest number of families possible. Our 2022 utilization for HCV vouchers was 94.1%
- **Delivering a high level of customer service**
 - (a) **PROGRESS:** RHA staff participated in two customer service trainings in 2022 and will continue to seek out and attend training that allows for staff to improve upon their customer service skills.
 - (b) **PROGRESS:** As of 2023 RHA has a dedicated staff member that landlords can contact to get their questions answered, information about the HCV program and RHA policies and procedures.
 - (c) **PROGRESS:** Our level of customer service has been consistently high. This is evidenced, in part, by our practice of giving out our direct lines to owners and participants, and when unable to answer the call personally, return the call no later than the next business day. When we receive RFTAs we strive to approve them as soon as possible and complete the move-in inspection within 2 business days of when the unit is available for inspection.
 - (d) **PROGRESS:** Partnering with AffordableHousing.com has enabled property managers and landlords to list their available properties/units through the online portal free of charge giving applicants and participants easier access to unit information.
- **Encouraging family self-sufficiency**
 - (a) **PROGRESS:** Roseville Housing Authority continues its collaboration with Placer County Housing Authority (PCHA). This joint effort includes the complete revamping of the Program Coordinating Committee (PCC). With PCHA's strong Placer county connection and RHA's work with Roseville Rocklin area resources has resulted in a newly formed, robust and active PCC.
 - (b) **PROGRESS:** In 2022 RHA has its revised FSS Action plan submitted and approved by HUD.
 - (c) **PROGRESS:** RHA had 27 participants enrolled in the FSS Program in 2022 with a total of \$32,364.00 in escrow paid to two graduates.
 - (d) **PROGRESS:** FSS staff intends on expanding the goal number of participants it currently serves. The current goal is to maintain 24 FSS participants.

The mission shall be accomplished by a fiscally responsible, creative organization committed to excellence in public service.

Goals for the current 5-Year Plan:

1. **Expand the supply of assisted housing.**
 - (a) **PROGRESS:** After making 75 PBVs available under an RFP, RHA received 6 applications from developers and awarded 60 PBV in total for all projects.
 - (b) **PROGRESS:** HUD awarded RHA 8 additional HCVs October 1, 2022. This was the first award of regular vouchers in over 12 years.
- The Roseville Housing Authority will apply for additional VASH vouchers if they become available.
- (c) **PROGRESS:** RHA had the opportunity to apply for additional HUD VASH vouchers and with the support of the VA was awarded 10 vouchers in January 2022.
- (d) **PROGRESS:** RHA applied for and was awarded 10 HUD VASH vouchers in February 2023.
- (e) **PROGRESS:** RHA has submitted an application for Stability Vouchers (SV) with a letter of support from the CoC. SVs are to assist individuals and families who are homeless, at-risk of homelessness, fleeing, or attempting to flee domestic violence, dating violence, sexual assault, stalking, and human trafficking, and veterans and families that include a veteran family member that meets one of the proceeding criteria.
2. **Improve the quality of assisted housing.**
 - (a) **PROGRESS:** RHA administering project-based vouchers as an option so that the quality of housing assisted by the program is further reviewed by RHA. In a community with a low vacancy rate, it is important to provide vouchers a priority to new and high quality housing opportunities.
- The Roseville Housing Authority will maintain its high-performer rating (SEMAP score).
- (b) **PROGRESS:** Due to the COVID – 19 Pandemic and HUD administered waivers, RHA maintained its current high-performer rating
- (c) **PROGRESS:** RHA was able to resume Housing Quality Standards inspections in 2022 after inspections were halted due to the COVID-19 pandemic. Over 600 inspections were conducted in 2022.
3. **Increase assisted housing choices.**
 - The Roseville Housing Authority will continue to encourage property owners to provide available unit information for Housing Choice Voucher holders that are searching for a rental unit.
 - (a) **PROGRESS:** RHA has made available to landlords a dedicated staff member they can contact directly to get information about the HCV program and have their questions answered about RHA policies and procedures.
 - (b) **PROGRESS:** RHA continues to encourage landlords to list their available units through the AffordableHousing.com portal. This service is free for landlords with a basic listing and free to participants searching for units.

	○ The Roseville Housing Authority will monitor HAP payments monthly to ensure that at least 98% of the Annual Contributions Contract is utilized or that 98% of total unit months are leased each year. (c) For CY 2021 RHA utilized 94.1% of regular HCV vouchers, 96.7% of NED vouchers, 75.9% of Mainstream vouchers, 37.3% of EHV and 72.2% of HUD VASH vouchers. RHA is working within the budget and in partnership with housing owners and managers and the Department of Veteran's Affairs to fully utilize all regular, NED, Mainstream, EHV and HUD VASH vouchers. While vouchers were not fully leased, over 100 percent of the Annual Contributions Contract was utilized, including the use of program reserve funding. 4. Affirmatively further Fair Housing ○ The Roseville Housing Authority will provide training opportunities for staff to promote equal opportunity in housing. (a) PROGRESS: RHA actively looks for training opportunities and events related to Fair Housing. (b) PROGRESS: RHA staff attended Fair Housing training and other trainings related to the fair housing subject including addressing reasonable accommodations. (c) PROGRESS: RHA encourages participants to engage in the reasonable accommodation (RA) process and actively addresses RA requests. 5. Collaborating with homeless housing service providers and other local jurisdictions (a) PROGRESS: RHA continues to work with the local CoC – Housing Resource Council of the Sierras (HRCs). (b) PROGRESS: RHA, through the CoC, collaborated with 11 agencies to refer applicants to the Emergency Housing Voucher (EHV) program where RHA issued all 50 of its EHV vouchers to applicants within a year of receipt of the vouchers. ○ The Roseville Housing Authority maintains a close relationship with surrounding housing authorities (c) PROGRESS: RHA continues to work in partnership with PCHA in different PHA programs such as the EHV program as well as our VASH vouchers. The FSS program is our most recent collaboration with PCHA. (d) PROGRESS: Continued collaboration with 5 agencies via the CoC with referrals to RHA's Mainstream Voucher program.
B.4	Capital Improvements. – Not Applicable
B.5	Most Recent Fiscal Year Audit. (a) Were there any findings in the most recent FY Audit? Y N N/A ☐ ☒ ☐ (b) If yes, please describe:
C.	Other Document and/or Certification Requirements.
C.1	Resident Advisory Board (RAB) Comments. (a) Did the RAB(s) have comments to the PHA Plan? Y N ☐ ☒ (b) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.
C.2	Certification by State or Local Officials. Form HUD 50077-SL, <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.3	Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Form HUD-50077-ST-HCV-HP, <i>PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.
C.4	Challenged Elements. If any element of the PHA Plan is challenged, a PHA must include such information as an attachment with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public. (a) Did the public challenge any elements of the Plan? Y N ☐ ☒ If yes, include Challenged Elements.
D.	Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing (AFFH).

Provide a statement of the PHA's strategies and actions to achieve fair housing goals outlined in an accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5). Use the chart provided below. (PHAs should add as many goals as necessary to overcome fair housing issues and contributing factors.) Until such time as the PHA is required to submit an AFH, the PHA is not obligated to complete this chart. The PHA will fulfill, nevertheless, the requirements at 24 CFR § 903.7(o) enacted prior to August 17, 2015. See Instructions for further detail on completing this item.

Fair Housing Goal:

Describe fair housing strategies and actions to achieve the goal

To continue to Affirmatively further Fair Housing, RHA staff continues to collaborate with the Housing Division to reserve Community Development Block Grant funds to provide legal services for those experiencing housing discrimination.

Fair Housing Goal:

Describe fair housing strategies and actions to achieve the goal

Roseville Housing Authority provides contact information to Legal Services of Northern California and Project Sentinel to program participants when legal questions regarding fair housing are raised.

Fair Housing Goal:

Describe fair housing strategies and actions to achieve the goal

Roseville Housing Authority staff attended Fair Housing Rights training in April 2022 and encourages staff to attend trainings when offered.

Instructions for Preparation of Form HUD-50075-HCV

Annual PHA Plan for HCV-Only PHAs

A. PHA Information. All PHAs must complete this section. (24 CFR §903.4)

- A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

B. Plan Elements. All PHAs must complete this section. ([24 CFR §903.11\(c\)\(3\)](#))

B.1 Revision of Existing PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

☐ **Statement of Housing Needs and Strategy for Addressing Housing Needs.** Provide a statement addressing the housing needs of low-income, very low-income and extremely low-income families and a brief description of the PHA’s strategy for addressing the housing needs of families who reside in the jurisdiction served by the PHA and other families who are on the Section 8 tenant-based assistance waiting lists. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income); (ii) elderly families (iii) households with individuals with disabilities, and households of various races and ethnic groups residing in the jurisdiction or on the public housing and Section 8 tenant-based assistance waiting lists. The statement of housing needs shall be based on information provided by the applicable Consolidated Plan, information provided by HUD, and generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Once the PHA has submitted an Assessment of Fair Housing (AFH), which includes an assessment of disproportionate housing needs in accordance with 24 CFR 5.154(d)(2)(iv), information on households with individuals with disabilities and households of various races and ethnic groups residing in the jurisdiction or on the waiting lists no longer needs to be included in the Statement of Housing Needs and Strategy for Addressing Housing Needs. (24 CFR § 903.7(a)).

The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. ([24 CFR §903.7\(a\)\(2\)\(i\)](#)) Provide a description of the ways in which the PHA intends, to the maximum extent practicable, to address those housing needs in the upcoming year and the PHA’s reasons for choosing its strategy. ([24 CFR §903.7\(a\)\(2\)\(ii\)](#))

☐ **Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.** A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. ([24 CFR §903.7\(b\)](#))

☐ **Financial Resources.** A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. ([24 CFR §903.7\(c\)](#))

☐ **Rent Determination.** A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. ([24 CFR §903.7\(d\)](#))

☐ **Operation and Management.** A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. ([24 CFR §903.7\(e\)](#)).

☐ **Informal Review and Hearing Procedures.** A description of the informal hearing and review procedures that the PHA makes available to its applicants. ([24 CFR §903.7\(f\)](#))

☐ **Homeownership Programs.** A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. ([24 CFR §903.7\(k\)](#))

☐ **Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements.** A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA’s partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA’s partnerships with other entities, and activities subject to Section 3 of the Housing and Community Development Act of 1968 (24 CFR Part 135) and under requirements for the Family Self-Sufficiency Program and others. Include the program’s size (including required and actual size of the FSS program) and means of allocating assistance to households. ([24 CFR §903.7\(l\)\(i\)](#)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. ([24 CFR §903.7\(l\)\(iii\)](#)).

☐ **Substantial Deviation.** PHA must provide its criteria for determining a “substantial deviation” to its 5-Year Plan. ([24 CFR §903.7\(r\)\(2\)\(i\)](#))

☐ **Significant Amendment/Modification.** PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan.

If any boxes are marked “yes”, describe the revision(s) to those element(s) in the space provided.

B.2 New Activities. This section refers to new capital activities which is not applicable for HCV-Only PHAs.

B.3 Progress Report. For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year PHA Plan. (24 CFR §903.11(c)(3), 24 CFR §903.7(r)(1))

B.4 Capital Improvements. This section refers to PHAs that receive funding from the Capital Fund Program (CFP) which is not applicable for HCV-Only PHAs

B.5 Most Recent Fiscal Year Audit. If the results of the most recent fiscal year audit for the PHA included any findings, mark "yes" and describe those findings in the space provided. (24 CFR §903.7(p))

C. Other Document and/or Certification Requirements.

C.1 Resident Advisory Board (RAB) comments. If the RAB had comments on the annual plan, mark "yes," submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA's decision made on these recommendations. (24 CFR §903.13(c), 24 CFR §903.19)

C.2 Certification by State of Local Officials. Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, must be submitted by the PHA as an electronic attachment to the PHA Plan. (24 CFR §903.15). Note: A PHA may request to change its fiscal year to better coordinate its planning with planning done under the Consolidated Plan process by State or local officials as applicable.

C.3 Civil Rights Certification/ Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan. Provide a certification that the following plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public. This requirement is satisfied by completing and submitting form HUD-50077 ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed*. Form HUD-50077-ST-HCV-HP, *PHA Certifications of Compliance with PHA Plan, Civil Rights, and Related Laws and Regulations Including PHA Plan Elements that Have Changed* must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the certification requirement to affirmatively further fair housing if the PHA fulfills the requirements of §§ 903.7(o)(1) and 903.15(d) and: (i) examines its programs or proposed programs; (ii) identifies any fair housing issues and contributing factors within those programs, in accordance with 24 CFR 5.154; or 24 CFR 5.160(a)(3) as applicable (iii) specifies actions and strategies designed to address contributing factors, related fair housing issues, and goals in the applicable Assessment of Fair Housing consistent with 24 CFR 5.154 in a reasonable manner in view of the resources available; (iv) works with jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; (v) operates programs in a manner consistent with any applicable consolidated plan under 24 CFR part 91, and with any order or agreement, to comply with the authorities specified in paragraph (o)(1) of this section; (vi) complies with any contribution or consultation requirement with respect to any applicable AFH, in accordance with 24 CFR 5.150 through 5.180; (vii) maintains records reflecting these analyses, actions, and the results of these actions; and (viii) takes steps acceptable to HUD to remedy known fair housing or civil rights violations. impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction's initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. (24 CFR §903.7(o)).

C.4 Challenged Elements. If any element of the Annual PHA Plan or 5-Year PHA Plan is challenged, a PHA must include such information as an attachment to the Annual PHA Plan or 5-Year PHA Plan with a description of any challenges to Plan elements, the source of the challenge, and the PHA's response to the public.

D. Affirmatively Furthering Fair Housing (AFFH).

D.1 Affirmatively Furthering Fair Housing. The PHA will use the answer blocks in item D.1 to provide a statement of its strategies and actions to implement each fair housing goal outlined in its accepted Assessment of Fair Housing (AFH) consistent with 24 CFR § 5.154(d)(5) that states, in relevant part: "To implement goals and priorities in an AFH, strategies and actions shall be included in program participants' ... PHA Plans (including any plans incorporated therein) Strategies and actions must affirmatively further fair housing" Use the chart provided to specify each fair housing goal from the PHA's AFH for which the PHA is the responsible program participant – whether the AFH was prepared solely by the PHA, jointly with one or more other PHAs, or in collaboration with a state or local jurisdiction – and specify the fair housing strategies and actions to be implemented by the PHA during the period covered by this PHA Plan. If there are more than three fair housing goals, add answer blocks as necessary.

Until such time as the PHA is required to submit an AFH, the PHA will not have to complete section D., nevertheless, the PHA will address its obligation to affirmatively further fair housing in part by fulfilling the requirements at 24 CFR 903.7(o)(3) enacted prior to August 17, 2015, which means that it examines its own programs or proposed programs; identifies any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement; and maintain records reflecting these analyses and actions. Furthermore, under Section 5A(d)(15) of the U.S. Housing Act of 1937, as amended, a PHA must submit a civil rights certification with its Annual PHA Plan, which is described at 24 CFR 903.7(o)(1) except for qualified PHAs who submit the Form HUD-50077-CR as a standalone document.

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 6.02 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

LEGAL NOTICE

98464

**ROSEVILLE HOUSING AUTHORITY ANNUAL PLAN
NOTICE OF DOCUMENT AVAILABILITY
& PUBLIC HEARING**

The Roseville Housing Authority (RHA) is soliciting public review and comment on the proposed Public Housing Authority (PHA) Annual Plan for Fiscal Year 2023-2024. The RHA Annual Plan is a planning document which describes the mission of the Roseville Housing Authority in serving the needs of low-income and extremely low-income rental assistance program participants in the cities of Roseville and Rocklin. The DRAFT RHA Annual Plan must be made available for public review and comments on the plan are requested and encouraged.

The proposed 2023-2024 RHA Annual Plan is available for public review on Friday, January 20, 2023, at www.roseville.ca.us/hcv

Written comments should be mailed or emailed to:

Roseville Housing Authority

316 Vernon St. Suite 150

Roseville, CA 95678

Attn: Suzi Cook-Turner, Housing Supervisor

smcook-turner@roseville.ca.us

The Housing Authority Board will hold a Public Hearing to adopt the Roseville Housing Authority Annual Plan on March 15, 2023, at 6 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers of the City of Roseville Civic Center, 311 Vernon Street, Roseville, CA.

To arrange an alternative agenda document format or to arrange aid or services to modify or accommodate persons with a disability to participate in a public meeting, please notify the City Clerk's Office at least 48 hours in advance of the meeting by calling (916) 774-5263 or through the TDD line at (916) 774-5220 (for hearing impaired).

PUBLISHED IN THE ROSEVILLE PRESS TRIBUNE: JANUARY 20, 2023.

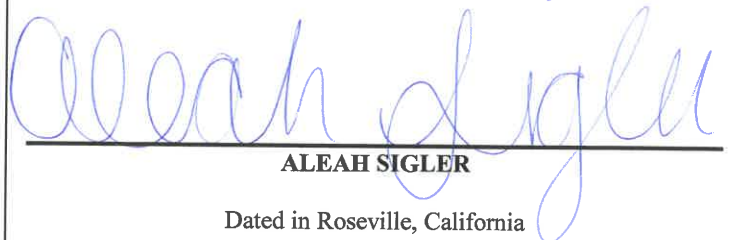
The above space is reserved for Court/County Filed Date Stamp

**PROOF OF PUBLICATION
(2015.5 C.C.P.)****STATE OF CALIFORNIA
County of Placer**

I am a citizen of the United States and employed by a publication in the County aforesaid. I am over the age of eighteen years, and not a party to the mentioned matter. I am the principal clerk of the **Roseville Press Tribune**, a newspaper of general circulation, in the **City of Roseville**, which is printed and published in the **County of Placer**. This newspaper has been judged a newspaper of general circulation by the Superior Court of the State of California, in and for the **County of Placer**, on the date of May 5, 1952 (Case Number 17357). The notice, of which the attached is a printed copy (set in type not smaller than nonpareil) has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

JANUARY 20

I certify, under penalty of perjury, that the foregoing is true and correct.


ALEAH SIGLER
Dated in Roseville, California

JANUARY 20, 2023.

**PROOF OF PUBLICATION
THE ROSEVILLE PRESS**



COUNCIL COMMUNICATION

CC #: 2576
File #: 0113-02

Title: Community Development Block Grant Program – 2022 Annual Action Plan
Substantial Amendment, Community Development Block Agreement Amendment,
and Rating and Ranking Guidelines

Contact: Trisha Isom 916-746-1329 tisom@roseville.ca.us

Meeting Date: 3/15/2023
Item #: 8.2.

RECOMMENDATION TO COUNCIL

Staff requests that the City Council:

1. Receive public comment on the proposed amendment to the 2022 Annual Action Plan;
2. Adopt a resolution to approve the proposed amendment to the 2022 Annual Action Plan, and authorize the City Manager to execute necessary documents and certifications on behalf of the City of Roseville for submittal to the U.S. Department of Housing & Urban Development; and
3. Adopt a resolution authorizing the City Manager to execute the First Amendment to Community Development Block Grant Agreement for Placer Veterans Stand Down Event; and
4. Adopt a resolution to approve the proposed Rating and Ranking Guidelines for the Community Development Block Grant.

BACKGROUND

As an entitlement jurisdiction, the City of Roseville receives an annual allocation of Community Development Block Grant ("CDBG") funds from the U.S. Department of Housing and Urban Development ("HUD") to promote affordable housing and community development programs for low-income residents. Each year the City must produce an Annual Action Plan outlining how CDBG funds will be used to address the goals of the five year Consolidated Plan. On May 18, 2022, Council approved the Annual Action Plan for the 2022/23 program year, which included an allocation of \$15,000 to Placer Veterans Stand Down ("PVSD") for the organization's upcoming PVSD event to be held in May of 2023.

This annual event has traditionally been held at @ the Grounds in Roseville, until 2020 when PVSD could not reach a deal for a new contract, partially due to the COVID-19 pandemic. Subsequent events were held at the Auburn Fairgrounds, which was not ideal and lead to many veterans being unable to attend. Originally, PVSD planned to hold the 2023 event at The Gold Country Fairgrounds and Event Center in Auburn. PVSD was recently able to secure a spot at @ the Grounds in Roseville for their 2023 event after the 2022 CDBG Action Plan was approved.

The organization expects to be able to double the amount of Roseville veterans who attend the event when it is hosted in Roseville and the new contract to utilize @ the Grounds will cost less than the alternate location.

According to the City's Citizen Participation Plan, adopted in 2020, an Annual Action Plan will be amended any time there is a change in the purpose, location, scope, or beneficiaries of an activity. Therefore, the change in location of the PVSD event constitutes a substantial amendment to the 2022 Annual Action Plan. In order to provide the public the opportunity to review and comment on the proposed substantial amendment, the City opened a 30-day public comment period which began January 17, 2023 and concluded on February 17, 2023. No public comments were received. Staff requests approval of the proposed second substantial amendment to the 2022 Annual Action Plan in order to allow Placer Veterans Stand Down to hold their event at @ the Grounds in Roseville.

CDBG Rating and Ranking Guidelines

The City's CDBG program receives applications from various organizations on an annual basis. Each application must be reviewed, rated, and ranked in order to determine which programs will receive funding. The City's Community Development Block Grant Rating and Ranking Guidelines are in place to ensure an unbiased review process. For years, CDBG staff has utilized the current Rating and Ranking Guidelines adopted by City Council in 2009. Staff researched similar CDBG guidelines for other jurisdictions and determined that it would be suitable to revise the City's established guidelines in order to ensure they are relevant and up-to-date. The primary modification to the guidelines includes updating the makeup of the application review team and increasing the minimum and maximum requests in the Public Services category. The minimum request will be increased from \$5,000 to \$10,000 and the maximum amount of funding requests will increase from \$15,000 to \$25,000. The proposed revisions will align the guidelines with the current needs of the community and current average annual grant allocations received from HUD.

In order to ensure the rating and ranking guidelines stay up-to-date, staff will review and suggest updates to the guidelines during each 5-year Consolidated Plan process. If approved, the proposed Rating and Ranking Guidelines will go into effect for the 2024/25 CDBG funding cycle as applications for the current funding cycle have already been submitted.

FISCAL IMPACT

CDBG funding is provided as a federal grant to the City of Roseville. These grants are used to serve the low-income community and offset potential costs to the General Fund. This item does not impact the City's General Fund.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. The approval of the proposed substantial amendment, approval of a CDBG Amendment, and Rating and Ranking Guidelines meet the above criteria and are not subject to CEQA. No additional environmental review is required.

CDBG funds are subject to the National Environmental Protection Act (NEPA) as implemented by HUD at 24 CFR 58. NEPA reviews will be completed for each program and project funded prior to any expenditures for these activities.

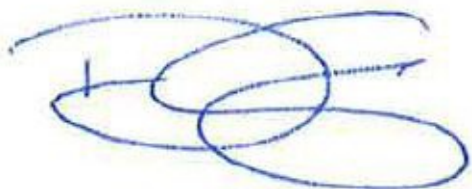
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Trisha Isom, Housing Manager

Melissa Anguiano, Economic Development 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 23-084

Summary of Substantial Amendment PVSD

Resolution 23-085

Amendment to CDBG Agreement with PVSD

Resolution 23-086

2023 Proposed Rating and Ranking Guidelines

RESOLUTION NO. 23-084

APPROVING THE PROPOSED AMENDMENT TO THE 2022 ANNUAL ACTION PLAN

WHEREAS, as an entitlement jurisdiction, the City of Roseville receives an annual allocation of Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) to promote affordable housing and community development programs for low-income residents; and

WHEREAS, each year the City must produce an Annual Action Plan outlining how CDBG funds will be used to address the goals of the five-year Consolidated Plan; and

WHEREAS, on May 18, 2022, Council approved the Annual Action Plan for the 2022/23 program year, which included an allocation of \$15,000 to Placer Veterans Stand Down (PVSD) for the organization's upcoming PVSD event to be held in May of 2023; and

WHEREAS, according to the City's Citizen Participation Plan, adopted in 2020, an Annual Action Plan will be amended any time there is a change in the purpose, location, scope, or beneficiaries of an activity; and

WHEREAS, in order to provide the public the opportunity to review and comment on the proposed substantial amendment, the City opened a 30-day public comment period which began January 17, 2023 and concluded on February 17, 2023; and

WHEREAS, no public comments were received; and

WHEREAS, staff requests approval of the proposed second substantial amendment to the 2022 Annual Action Plan in order to allow Placer Veterans Stand Down to hold their event at @ the Grounds in Roseville; and

WHEREAS, the proposed amendment to the 2022 Annual Action Plan has been reviewed by the City Council.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the Amended 2022 Annual Action Plan is hereby adopted and the City Manager or his designee is authorized to execute necessary documents and certifications on behalf of the City of Roseville for submittal to the U.S. Department of Housing and Urban Development.

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

SUMMARY OF SUBSTANTIAL AMENDMENT

The City of Roseville proposes a Substantial Amendment to the 2022 Annual Action Plan.

This document constitutes the City of Roseville's proposed substantial amendment to the following document:

- 2022 Annual Action Plan, covering July 1, 2022 through June 30, 2023

Summary of Substantial Amendment to 2022 Annual Action Plan:

Substantial Amendment 2: The approved 2022 Action Plan included a project to provide \$15,000 in funding to Placer Veterans Stand Down (PVSD) for their annual Placer Veterans Stand Down event, which will be held in May of 2023. Although not the organization's ideal choice, they planned to hold the 2023 event at The Gold Country Fairgrounds and Event Center in Auburn, CA. Due to various factors, PVSD opted to seek to relocate the event to The Grounds in Roseville, which they were able to secure after the 2022 Action Plan approval.

The reasons leading to the change in location included the following:

- The event has traditionally been held at The Grounds in Roseville, until COVID when PVSD could not reach a deal for a new contract. While the 2022 event was held at the Auburn Fairgrounds, which was not ideal, leading to lots of veterans being unable to attend.
- The costs to utilize The Grounds versus The Gold Country Fairgrounds are less.
- The organization expects to double to triple the amount of Roseville veterans to attend with the event hosted in Roseville versus Auburn.

The change in location of the 2023 event constitutes a substantial amendment to the Annual Action Plan.

The following sections in the 2022 Annual Action Plan will be amended:

AP-38 Project Summary

Project Summary Information

4	Project Name	Placer Veterans Stand Down Event (2022-04)
	Target Area	
	Goals Supported	Addressing Homelessness
	Needs Addressed	Shelter and Housing for Homeless Persons
	Funding	CDBG: \$15,000
	Description	570.201 (e) Public services 570.208 (a) (2) LMC Low/mod limited clientele benefit 03T - Operating Costs of Homeless/AIDS Patients Programs The program will assemble over 60 service providers to offer free services to military veterans and their family members; services provided with this funding will be targeted to homeless Roseville veterans.
	Target Date	6/30/2023

Estimate the number and type of families that will benefit from the proposed activities	It is estimated that 70 homeless veterans will be served by the program.
Location Description	The program serves Roseville homeless veterans. Placer Veterans Stand Down offices are located at 1451 Dorchester Dr. Roseville, CA 95678. Event is located at The Gold Country Fairgrounds and Event Center (209 Fairgate Road Auburn, CA 95603). Event will be located at The Grounds in Roseville (700 Event Center Drive, Junction Blvd, Roseville, CA 95678). Administrative offices for @the Grounds in Roseville are located at 451 Los Vegas Ave, Roseville CA 95678.
Planned Activities	The Placer Veterans Stand Down event, which will be held in May of 2023, assembles a broad spectrum of resources at one central location, making it accessible for veterans to obtain the goods and services they need to improve their quality of life and obtain some form of stability. The free services offered includes dental, medical, vision (including free prescription glasses), legal (including Placer County court), hearing exams, animal care services, employment counseling, housing agencies, mental health services, alcohol and substance abuse counseling, meals, showers, and an optional overnight stay.

RESOLUTION NO. 23-085

APPROVING A FIRST AMENDMENT TO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND PLACER VETERANS STAND DOWN, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a First Amendment to Community Development Block Grant Agreement for Placer Veterans Stand Down Event, by and between the City of Roseville and Placer Veterans Stand Down, Inc., has been reviewed by 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
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT
FOR PLACER VETERANS STAND DOWN EVENT**

GRANT NO.: B-22-MC-06-0043

CFDA: 14.218

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 Placer Veterans Stand Down, Inc., a California non-profit corporation (“SUBRECIPIENT”); and

W I T N E S S E T H:

WHEREAS, CITY and SUBRECIPIENT previously entered into a Community Development Block Grant Agreement for the Placer Veterans Stand Down Event, Grant No. B-22-MC-06-0043, CFDA: 14.218, dated September 16, 2022 (“Agreement”); and

WHEREAS, CITY desires to amend Exhibits A-1 and A-2 of the Agreement to change the location of the Placer Veterans Stand Down Event. The amended versions of Exhibits A-1 and Exhibit A-2, which are attached hereto and incorporated herein by reference, change the location of the event from the Gold Country Fairgrounds in Auburn, California to @the Grounds in Roseville, California.

NOW, THEREFORE, the parties agree as follows:

1. SUBRECIPIENT shall change the location of the event as described in Exhibits A-1 and A-2 of this First Amendment to Agreement.

2. All other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has executed this First Amendment to Agreement in duplicate by its City Manager and SUBRECIPIENT has caused this Agreement to be duly executed.

CITY OF ROSEVILLE, a
municipal corporation

PLACER VETERANS STAND DOWN,
INC., a California non-profit corporation

BY: _____
DOMINICK CASEY
City Manager

DocuSigned by:
BY: Robert Hipwell 1/10/2023
its: PRESIDENT
68922B02CBB74E0...

ATTEST:

and

DocuSigned by:
BY: Larry T. Johnson 1/10/2023
its: VICE PRESIDENT
1A06D446B0C7416

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Melissa Anguiano
MELISSA ANGUIANO
Economic Development Director

EXHIBIT “A-1”

SCOPE OF SERVICES

Agency Name:	Placer Veterans Stand Down, Inc.
Program Title:	Placer Veterans Stand Down Event
Amount of Request:	\$14,980
Amount of Award:	\$15,000
Number/type of annually unduplicated Persons/Households to Be Assisted:	70 homeless Roseville individuals
Units of service:	140 shelter nights
Target date to complete:	06/30/2023
Location:	Placer Veterans Stand Down offices are located at 1451 Dorchester Dr. Roseville, CA 95678. Event will be located @the Grounds in Roseville (700 Event Center Drive, Junction Blvd, Roseville, CA 95678). Administrative offices for @the Grounds in Roseville are located at 451 Los Vegas Ave, Roseville CA 95678.
Eligible Activity:	§570.201 (e) Public services
National Objective:	§570.208 (a) (2) LMC Low/mod limited clientele benefit

Description of Eligible Activities funded by Grant: The major overall goal of the PVSD and the annual event is to improve the lives of military veterans and their families, regardless of their past or current situation. PVSD works to help every homeless and at-risk veteran find housing, employment, and access to medical, dental, and mental health/substance abuse counseling as needed.

The Placer Veterans Stand Down event, which will be held in May of 2023, assembles a broad spectrum of resources at one central location, making it accessible for veterans to obtain the goods and services they need to improve their quality of life and obtain some form of stability. The free services offered includes dental, medical, vision (including free prescription glasses), legal (including Placer County court), hearing exams, animal care services, employment counseling, housing agencies, mental health services, alcohol and substance abuse counseling, meals, showers, and an optional overnight stay.

The Placer Veterans Stand Down event will assemble over 60 service providers to offer free services to military veterans and their family members; services provided with this funding will be targeted to homeless Roseville veterans.

PVSD will strictly be using the funding for individuals residing in Roseville that are considered homeless. Since all veterans who register for the event receive the same free access to dozens of vital services, PVSD will use the honor system when analyzing a veteran's statistics. It is expected for the more affluent veteran community to step aside and allow the homeless and at-risk individuals the right to these services. Funding will then be reserved for those Roseville residents from the CDBG, requiring additional funding for other guests to come from other funding sources.

The registration process requires the completion of a questionnaire, which includes:

- Basic information
- VA services they have received in the past
- Housing information; stating if they are homeless or at-risk, as well as where they reside or are located
- Contact information; how PVSD can communicate with them if homeless
- If the individual has family in need of assistance
- State their employment status
- List income information and enlisted VA financial programs

- Select what services/assistance they will be seeking at the event, to help better prepare the event staff and volunteers

The funds will be used for meals, shelter, medical supplies, and takeaway supplies including clothing, shelter needs (backpacks, sleeping bags, bedding), and other essentials.

Reporting: Although the event will not be held until the fourth quarter, PVSD will complete and submit quarterly reports using ZoomGrants. Reports are due by the end of the month following the completion of the quarter.

PVSD will report the number of Roseville persons served, what services were provided, and the days services were provided. This will be provided with the reimbursement request.

Documentation of Eligibility: This activity is eligible for CDBG funding as a public service that serves homeless persons. The Subrecipient must collect documentation that shows all persons served are low-income. The Subrecipient must also collect information on the race, ethnicity, and age of those served. Current income limits are published at <https://www.hudexchange.info/incomecalculator/> (click on CDBG Income Limits) and are attached.

Use of Funds: CDBG funds may only be used to reimburse the Subrecipient for those costs shown in EXHIBIT “A-2.” All costs must be directly related to the provision of services. Reimbursement requests must be supported with appropriate documentation. For example, labor costs must be supported with timesheets.

Timely Performance and Expenditure: Progress towards meeting goals for persons served, units of service, and funds expended will follow the schedule shown in EXHIBIT “A-2.” Reimbursement requests will be submitted by the end of the month following the completion of the quarter for all expenses within the quarter.

EXHIBIT “A-2”

City of Roseville
2022-23 CDBG Program

Subrecipient:	Placer Veterans Stand Down		
Program/project:	Stand Down 2023 Event		
Award:	\$	15,000.00	
Project		2022-4	
Activity		449	

Line item description of cost	Total program	CDBG	Other funds
Host 70 Roseville residents at the 2023 Stand Down event	14,980.00	15,000.00	
70 residents @ \$214.00 per head This covers one veteran's entire 3 day/2 night stay at The Grounds in Roseville, including all necessary expenses for shelter, food and supplies			

Total	\$ 14,980.00	\$ 15,000.00	\$ -
Balance of CDBG award (should = 0)		-	

Percent expended			100.0%
Beneficiaries planned/actual/percent	70	70	100.0%
Service units planned/actual/percent	140	140	100.0%

Balance	Total	Q1	Q2	Q3	Q4
		0	0%	0%	100%

-	(15,000.00)		-	-	(15,000.00)
-	-		-	-	-
-	-				
-	-				
-	-				
-	-				
-	-				
-	-				
-	-				

-	(15,000.00)	-	-	-	(15,000.00)
---	-------------	---	---	---	-------------

0	70	0	0	70
0	140	0	0	140

RESOLUTION NO. 23-086

APPROVING THE CITY OF ROSEVILLE COMMUNITY DEVELOPMENT BLOCK
GRANT RATING AND RANKING GUIDELINES

WHEREAS, the City of Roseville Community Development Block Grant (“CDBG”) program receives applications from various organizations on an annual basis, and each application must be reviewed, rated, and ranked in order to determine which programs will receive funding; and

WHEREAS, in order to ensure the rating and ranking guidelines stay up-to-date, staff will review and suggest updates to the guidelines during each 5-year Consolidated Plan process; and

WHEREAS, the proposed revisions will align the guidelines with the current needs of the community and current average annual grant allocations received from the U.S. Department of Housing and Urban Development; and

WHEREAS, the City of Roseville CDBG Rating and Ranking Guidelines have been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said City of Roseville CDBG Rating and Ranking Guidelines are hereby approved and will go into effect for the 2024/25 CDBG funding cycle.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20_, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

CITY OF ROSEVILLE
Community Development Block Grant
Rating and Ranking Guidelines

The City's Community Development Block Grant Rating and Ranking Guidelines are in place to ensure an unbiased review process. The Housing Division practice for rating and ranking CDBG applications will constitute the following:

- A Professional Review Team will review, rate and rank application requests to establish an unbiased review process. The members will include a City staff person (outside of Housing Division) with expertise in programs or projects assisting low-income members of the community, CDBG staff from surrounding jurisdictions or other individuals with similar experience and knowledge of the CDBG program or the needs of low-income individuals.
- A minimum of \$10,000 and maximum amount of \$25,000 per funding request, under the category of **Public Services**. This funding category is limited to 15% of the City's annual grant allocation and averages \$120,000 annually).
- At City's option, may only fund a special population, (Families, Homeless, Seniors, Youth, etc.).
- Higher points will be awarded to applicants who can demonstrate leveraging of CDBG dollars with other funding sources.
- Rate and Rank applications based on the attached Rating and Ranking System. Generally, the highest ranked proposals will be recommended for funding; see the attached rating and ranking sheet.



CITY OF ROSEVILLE
Community Development Block Grant
Application Rating and Ranking Criteria



Threshold Criteria – Proposed programs or projects must be able to answer yes for questions 1 and 2 in order to be eligible for CDBG funding and considered for rating and ranking process.

1. Does the program or project meet a national objective of the CDBG Program?
 2. Is the proposed program or project an eligible CDBG activity?
 3. Has applicant met timely expenditures of CDBG funding in prior three-year funding allocation? (New applicants are exempt.)
 4. If awarded CDBG funds within the last three years, were quarterly reports complete and submitted in a timely manner?
 5. Did applicant have any unresolved monitoring findings in the last three years? (i.e. no income verification)
 6. Does the activity meet a Consolidated Plan priority need?
-

I. Administrative Capability (Total 20 points)

1. Prior experience of the entity—Has the entity successfully administered a program or project with similar administrative requirements? (10 points)
2. Staffing—Is the staffing adequate? Does the staff's experience provide the ability to compile and submit accurate and timely reports? (10 points)

II. Need & Justification (Total 10 Points)

3. Does the applicant clearly state the need to be met and describe how the proposed activity will meet that need? (10 points)

III. Feasibility (Total 40 Points)

4. Extent to which the program or project is ready to be implemented (10 points)
5. Extent to which applicant is able to meet stated performance objectives (10 points)
6. Extent to which applicant will sustain program/service after CDBG is awarded (10 points)
7. Applicant's ability to leverage/match grant amount; value of volunteer hours allowed (10 points)

IV. Fiscal Responsibility (Total 30 Points)

8. Budget Demonstrates Adequate funding (10 points)
9. Reasonable Cost/Benefit Ratio (10 points)
10. Reasonable Administrative Costs (10 points)

NOTE: Special conditions may be attached to the project, depending on the nature of the request and/or activity, including time limits for use of funds.



COUNCIL COMMUNICATION

CC #: 2579
File #: 0800-03

Title: Hydroelectric Adjustment - Roseville Municipal Code Update
Contact: Joanna Cucchi 916-746-1609 jcucchi@roseville.ca.us

Meeting Date: 3/15/2023
Item #: 8.3.

RECOMMENDATION TO COUNCIL

Staff recommends the Roseville City Council introduce for first reading an ordinance amending section 14.24.052 of the Roseville Municipal Code to update the hydroelectric adjustment calculation to reflect forecasted energy deliveries and update the annual expected energy from hydroelectric resources from 222 Gigawatt-Hour (GWh) to 277 GWh.

BACKGROUND

Beginning in 2009, Roseville Electric Utility implemented a hydroelectric adjustment to mitigate the cost impacts of varying hydroelectric energy resources. Depending on precipitation, reservoir conditions, timing of snow melt, multi-year droughts and other factors, the delivery of hydroelectric generation energy to the City can vary. The current calculation only considers a single year of precipitation in the calculation of the hydroelectric adjustment.

When the hydroelectric adjustment was first implemented, the use of precipitation tracked well with energy deliveries to the City. However, beginning in 2017 the direct relationship between the single year precipitation and the energy deliveries from hydroelectric resources began to deviate. In some years, this resulted in the hydroelectric adjustment being higher than needed and in other years lower than needed to offset costs.

The proposed updates to the municipal code change the current calculation of the hydroelectric adjustment from precipitation in the 8-station index to forecasted hydroelectric energy deliveries. The Electric Utility receives hydroelectric energy forecasts from both the federal government and the Northern California Power Agency. These forecasts have proven to be a more accurate measure of the next year hydroelectric energy deliveries. By updating the code to use these forecasts instead of the 8-station index precipitation, the utility can more accurately calculate the cost impact of hydroelectric energy and charge or credit customers a rate more in line with that impact.

In addition to the changes above, the utility is proposing to update the annual expected energy from hydroelectric resources from 222 GWh to 277 GWh. The annual expected energy from hydroelectric resources is a variable in the hydroelectric adjustment calculation and needs to be

updated periodically to reflect the amount of exposure the utility has from hydroelectric resources. This change reflects the recent purchased power agreement for 55 GWh of generation from the Feather River.

FISCAL IMPACT

The proposed changes to the municipal code will result in a changed hydroelectric adjustment calculation. Depending on the year, this could result in increased or decreased revenue. However, the revenue received will be more aligned with the impacts related to hydroelectric generation.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) only applies to projects which have the potential to cause a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. (CEQA Guidelines §15061(b)(3)).

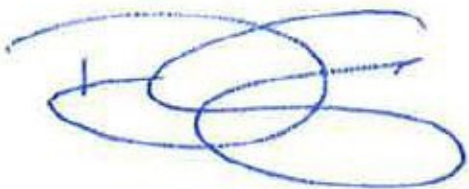
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal A - Remain fiscally responsible in a changing world

Respectfully Submitted,

Joanna Cucchi, Interim Electric Utility Financial Administrator

Dan Bean, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

RMC edits

ORDINANCE NO. ____

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE AMENDING SECTION
14.24.052 OF CHAPTER 14.24 OF TITLE 14 OF THE ROSEVILLE MUNICIPAL CODE
REGARDING HYDROELECTRIC ADJUSTMENT

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. Section 14.24.052 of Chapter 14.24 of Title 14 of the Roseville Municipal Code is hereby amended to read as follows:

14.24.052 Hydroelectric adjustment.

A. Effective on billings as of July 1, 2009, a hydroelectric adjustment will be implemented for all residential and general service electric billings.

1. Purpose. The hydroelectric adjustment is calculated annually, effective July 1st through June 30th of each year, and is based on the cost impacts associated with varying ~~precipitation levels and related~~ hydroelectric energy supplies.

2. Definitions.

a. “~~Actual precipitation~~Hydroelectric energy delivery forecast” means ~~precipitation-
measurements taken at NS8 for the months of July through April each year, plus the average
precipitation for the months of May and June based on 1956-2005 measurement records.~~the

forecasted electricity deliveries from hydroelectric energy resources on May 1 for the following July through June period.

b. “Annual budgeted retail energy” means the forecasted sale of energy at retail in kilowatt-hours for the period July through June.

c. “Annual budgeted retail revenue” means the forecasted revenue to be received for energy sold at retail for the period July through June.

d. “Annual expected energy from ~~average precipitation~~hydroelectric resources” means ~~27722~~ gigawatt hours.

e. “Annual forward market price” means the estimated relevant future energy price for electricity delivered to North Path 15 (electricity market hub for Roseville electricity purchases). If North Path 15 is no longer available, a suitable replacement will be used as determined by Roseville Electric.

~~f. “Average precipitation” means 52 inches, based on measurement statistics from the Northern Sierra 8 Station Index (NS8) from 1956-2005, July through June.~~

~~g. “Hydroelectric energy generated per inch of precipitation” means 4.27 gigawatt hours.~~

~~f.h.~~ “Rate stabilization fund” means the fund established in accordance with Roseville Electric financial policies and adopted by the city council for the purpose of providing financial reserves to respond to the effects of major economic contingencies.

3. Calculation. The calculated hydroelectric adjustment will be determined by the following method, no later than June 30th of each year:

~~a. Average precipitation minus actual precipitation = precipitation variance.~~

~~ab. Precipitation variance times hydroelectric energy generated per inch of precipitation~~
Hydroelectric energy delivery forecast minus annual expected energy from hydroelectric resources = energy variance.

c. Energy variance times annual forward market price = budget impact.

d. Budget impact divided by annual budgeted retail revenue = calculated hydroelectric adjustment percentage.

Total service charges to customers for a monthly billing period will be increased or decreased by the calculated hydroelectric adjustment percentage.

If the calculated hydroelectric adjustment is a positive number, i.e., due to lower than ~~average precipitation~~ annual expected energy from hydroelectric resources, a hydroelectric adjustment charge, not to exceed five percent will be implemented.

If the calculated hydroelectric adjustment is a negative number, i.e., due to higher than annual expected energy from hydroelectric resources ~~average precipitation~~, and the rate stabilization fund balance is estimated to remain above the maximum policy level for the following 12 months, a hydroelectric adjustment credit, not to exceed five percent, will be implemented.

SECTION 2. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 3. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 20__, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 2582

File #: 0400-04 & 0400-04-09-1

Title: West Roseville Specific Plan Parcel F-22 (5251 Fiddymment Road) - Specific Plan Amendment and Development Agreement Amendment
Contact: Kinarik Shallow 916-746-1309 kshallow@roseville.ca.us

Meeting Date: 3/15/2023

Item #: 8.4.

RECOMMENDATION TO COUNCIL

At the February 9, 2023 Planning Commission meeting, the Planning Commission recommended the City Council take the following actions on the project:

1. Adopt a resolution approving text amendments to the West Roseville Specific Plan; and
2. Adopt the five (5) findings of fact and introduce for first reading an ordinance approving the Tenth Amendment of the Fiddymment Land Venture Development Agreement relative to the West Roseville Specific Plan.

BACKGROUND

This Council Communication provides a summary evaluation of the project and a summary of the February 9, 2023 Planning Commission hearing.

Background/Project Description

The project site is located on Parcel F-22 of the West Roseville Specific Plan (WRSP), at 5251 Fiddymment Road, at the northeast corner of Harvey Way and Fiddymment Road (see Attachment 1 – Vicinity Map). The site is currently vacant and has a General Plan land use designation of High Density Residential (HDR-24.9) and a zoning designation of Multi-Family Housing (R3). Surrounding uses include an Open Space parcel to the north, a Medium Density Residential subdivision to the east, the Plaza at Blue Oaks retail center to the south across Harvey Way, and a vacant Community Commercial parcel and Open Space parcel to the west across Fiddymment Road.

Parcel F-22 has a current unit allocation of 244 units and 184 of these units are designated as affordable rental units (91 very low-income and 93 low-income) in the WRSP. As part of the proposed project, the Planning Commission approved a Tentative Parcel Map to subdivide the 9.84-acre site into two parcels, F-22A and F-22B, and a Tree Permit to remove a valley oak tree on site to accommodate future development. These entitlements were approved at the February

9, 2023 Planning Commission meeting and are further discussed in the staff report included as Attachment 2.

The project also includes a request for a Specific Plan Amendment and Development Agreement Amendment to reallocate affordable housing units among the subject parcels. Parcel F-22A will be 2.7 net acres with a unit allocation of 82 units (81 very low), and Parcel F-22B will be 7.15 net acres with a unit allocation of 162 units (10 very low and 93 low). No changes to the overall WRSP unit count will be made.

The requested entitlements will facilitate the development of an apartment project on each of the resultant parcels. The projects are subject to the City's Objective Design Standards (ODS) process because at least 20% of the units will be provided as affordable to lower income households. The ODS process was adopted by City Council on April 21, 2021 (Resolution 21-152) in order to streamline the construction of qualified affordable housing projects and to comply with State housing legislation. An ODS application is currently in review for Parcel F-22A (File #PL22-0380) and for Parcel F-22B (File #PL22-0383), however, the approval of these projects are dependent on the approval of the requested entitlements mentioned above.

Summary Evaluation

Specific Plan Amendment

The project includes a text only amendment to the West Roseville Specific Plan (WRSP). No changes are being made to the existing zoning and land use designation of the site. The SPA exhibit and WRSP change pages are included as Exhibits A and B. Changes to the text, tables, and figures of the WRSP will be made to reflect the subdivision of the site into two parcels (F-22A and F-22B) and the resulting unit allocations. Of the 244 units currently allocated to Parcel F-22, 82 units will be allocated to Parcel F-22A and 162 units will be allocated to Parcel F-22B. The proposed unit allocations result in a density that is consistent with the existing High Density Residential (HDR) land use designation of the site.

Consistent with the General Plan affordable housing goal, the WRSP includes an Affordable Housing Plan (Chapter 5) which designates 10% of the units in the WRSP for middle-, low- and very low-income households. This includes a mix of purchase housing that is affordable to middle-income households, and rental housing that is affordable to low- and very low-income households. The WRSP affordable housing goal is allocated to specific MDR and HDR parcels as identified in Table 5-3 of the WRSP. The intent is to distribute affordable units throughout the WRSP area. Parcel F-22, which is a HDR parcel, is allocated 184 affordable rental units, with 91 units allocated for very low-income households and 93 units allocated for low-income households. Given the project includes a subdivision of Parcel F-22, the Affordable Housing Plan will be amended to revise the affordable housing obligations among the parcels. Parcel F-22A will be allocated 81 affordable units (all very low) and Parcel F-22B will be allocated 103 affordable units (10 very low and 93 low).

The project will maintain the same number of units in the WRSP, therefore there will be no impacts to planned infrastructure, roadways, or other public facilities. In addition, the project will maintain the existing obligation of 184 affordable units, which will be divided between the parcels as discussed above.

Development Agreement Amendment

The project includes a tenth amendment of the Development Agreement (DA) by and between the City of Roseville and Fiddymment Land Venture. The DA Amendment is included as Exhibit C. Development Agreements are binding contracts that set the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to the development of the covered properties. The DA Amendment includes a revision to the land use plan exhibit contained in the original DA to reflect the subdivision of Parcel F-22. The DA Amendment will also amend the relevant sections of the original DA to address the revised affordable housing obligations resulting from the Tentative Parcel Map. The City's Housing Division reviewed the project and determined the proposed affordable unit allocations are acceptable and consistent with City policy. Items that are not addressed in the amendment are subject to the terms of the original DA. In summary, City staff has found the proposed DA Amendment is consistent with the General Plan, WRSP, and the Zoning Ordinance. The DA Amendment is in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values.

Summary of Planning Commission Meeting

The project was heard by the City's Planning Commission on February 9, 2023. The applicant addressed the Commission, spoke in favor of the project, and requested approval by the Commission. No public testimony was received at the hearing. After deliberating on the item, the Planning Commission recommend the City Council approve the Specific Plan Amendment and Development Agreement Amendment, and approved the Tentative Parcel Map and Tree Permit, with a vote of 7 aye, 0 nay, 0 absent.

Public Outreach

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. Early notification of the project was posted on the Roseville Coalition of Neighborhood Associations (RCONA)'s website and on the City's Projects of Interest website. On November 29, 2022 the applicant held a public informational meeting at St. John's Episcopal Church. Notice of this meeting was posted on the RCONA website and mailed to all property owners within 300 feet of the project. In attendance were applicant representatives and City staff. Two members of the public attended and asked questions about the project. None of the attendees expressed opposition.

Notices of both the Planning Commission hearing and the City Council hearing were published in the Roseville Press Tribune and on the RCONA website, and mailed to all property owners within 300 feet of the site. As of the writing of this report, staff has not received any public comments regarding the project.

FISCAL IMPACT

The entitlements would facilitate eventual construction of two apartment complex projects. The eventual construction of the apartment complex projects would generate revenue to the City through the payment of development impact fees. The project is not anticipated to result in any negative impacts to the City's General Fund.

ENVIRONMENTAL REVIEW

The proposed project is statutorily exempt from environmental review pursuant to Section 15182 of the California Environmental Quality Act (CEQA) Guidelines, as a residential project pursuant to a Specific Plan. A project is eligible for this exemption if the public agency has prepared an EIR on a specific plan after January 1, 1980, and the criteria to require a subsequent or supplemental EIR are not met. The EIR for the West Roseville Specific Plan (SCH #2002082057) was certified by the City Council on February 4, 2004. No significant changes to the site or new, potentially significant impacts have been identified that would require the preparation of a subsequent or supplemental EIR, and the proposed project is consistent with the previously completed analysis.

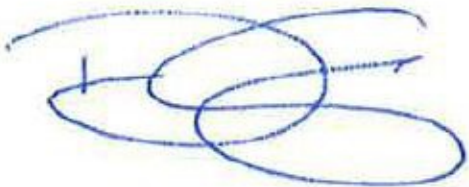
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kinarik Shallow, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Attachment 1 Vicinity Map

Attachment 2 February 9, 2023 Planning Commission Staff Report and Exhibits

Resolution 23-089

Resolution 23-089

Exhibit A Specific Plan Amendment

Exhibit B West Roseville Specific Plan Change Pages

Ordinance DAA

Exhibit C DA Amendment

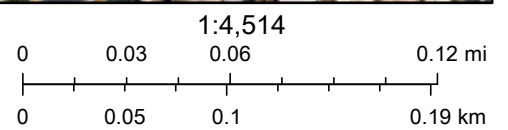
Vicinity Map



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 Roseville Parcel

Roseville Street Label



City of Roseville, Nearmap, Maxar

ITEM 6.1: **Specific Plan Amendment, Development Agreement Amendment, Tentative Parcel Map, and Tree Permit – 5251 Fiddymment Road – WRSP PCL F-22 – Parcel Map and Unit Transfer – File #PL22-0304**

REQUEST

The applicant requests a Tentative Parcel Map to subdivide West Roseville Specific Plan Parcel F-22 into two parcels, F-22A and F-22B. Parcel F-22A will have a unit allocation of 82 units and Parcel F-22B will have a unit allocation of 162 units. No changes to the overall WRSP unit count will be made. A Specific Plan Amendment and Development Agreement Amendment are requested to reallocate affordable housing units among the subject parcels. Lastly, a Tree Permit is requested to allow removal of one 68" valley oak tree on site to accommodate future development.

Applicant – Kris Steward, Plan Steward, Inc.
Property Owner – West Roseville Development Company Inc.

SUMMARY RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Recommend the City Council adopt a resolution approving the Specific Plan Amendment;
2. Recommend the City Council adopt the five (5) findings of fact and approve the Tenth Amendment of the Fiddymment Land Venture Development Agreement;
3. Adopt the three (3) findings of fact and approve the Tentative Parcel Map subject to seventeen (17) conditions of approval; and
4. Adopt the two (2) findings of fact and approve the Tree Permit subject to nineteen (19) conditions of approval.

SUMMARY OF OUTSTANDING ISSUES

There are no outstanding issues associated with this request. The applicant has reviewed and is in agreement with all recommended conditions of approval.

BACKGROUND

The project site is located on Parcel F-22 of the West Roseville Specific Plan (WRSP), at the northeast corner of Harvey Way and Fiddymment Road (see Figure 1 below). The site is currently vacant and has a General Plan land use designation of High Density Residential (HDR-24.9) and a zoning designation of Multi-Family Housing (R3). Surrounding uses include an Open Space parcel to the north, a Medium Density Residential subdivision to the east, the Plaza at Blue Oaks retail center to the south

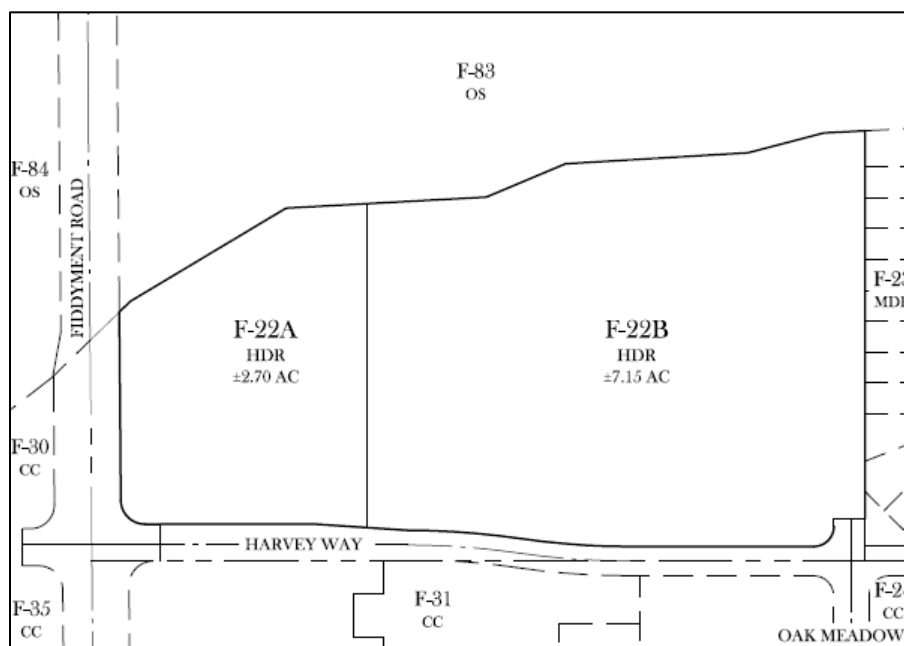


across Harvey Way, and a vacant Community Commercial parcel and Open Space parcel to the west across Fiddymment Road.

Parcel F-22 has a current unit allocation of 244 units and 184 of these units are designated as affordable rental units (91 very low-income and 93 low-income) in the WRSP. The applicant is requesting a Tentative Parcel Map to subdivide the 9.84-acre parcel into two parcels, F-22A and F-22B. Parcel F-22A will be 2.7 net acres with a unit allocation of 82 units (81 very low), and Parcel F-22B will be 7.15 net acres with a unit allocation of 162 units (10 very low and 93 low). No changes to the overall WRSP unit count will be made. A Specific Plan Amendment and Development Agreement Amendment are requested to reallocate affordable housing units among the subject parcels. Lastly, a Tree Permit is requested to allow removal of one 68" valley oak tree on site to accommodate future development.

The requested entitlements will facilitate the development of an apartment project on each of the resultant parcels. The projects are subject to the City's Objective Design Standards (ODS) process because at least 20% of the units will be provided as affordable to lower income households. The ODS process was adopted by City Council on April 21, 2021 (Resolution 21-152) in order to streamline the construction of qualified affordable housing projects and to comply with State housing legislation. An ODS application is currently in review for Parcel F-22A (File #PL22-0380) and for Parcel F-22B (File #PL22-0383), however, the approval of these projects are dependent on the approval of the requested entitlements mentioned above.

Figure 2: Proposed Parcels F-22A & F-22B



EVALUATION – SPECIFIC PLAN AMENDMENT

Specific Plan Amendments (SPA) are analyzed for consistency with the goals and policies of the affected plan. The project includes a text only amendment to the West Roseville Specific Plan (WRSP). No changes are being made to the existing zoning and land use designation of the site. The SPA exhibit and WRSP change pages are included as Exhibits A and B. Changes to the text, tables, and figures of the WRSP will be made to reflect the subdivision of the site into two parcels (F-22A and F-22B) and the resulting unit allocations. Of the 244 units currently allocated to Parcel F-22, 82 units will be allocated to Parcel F-22A and 162 units will be allocated to Parcel F-22B. The proposed unit allocations result in a density that is consistent with the existing High Density Residential (HDR) land use designation of the site.

Consistent with the General Plan affordable housing goal, the WRSP includes an Affordable Housing Plan (Chapter 5) which designates 10% of the units in the WRSP for middle-, low- and very low-income households. This includes a mix of purchase housing that is affordable to middle-income households, and rental housing that is affordable to low- and very low-income households. The WRSP affordable housing goal is allocated to specific MDR and HDR parcels as identified in Table 5-3 of the WRSP. The intent is to distribute affordable units throughout the WRSP area. Parcel F-22, which is a HDR parcel, is allocated 184 affordable rental units, with 91 units allocated for very-low income households and 93 units allocated for low-income households. Given the project includes a subdivision of Parcel F-22, the Affordable Housing Plan will be amended to revise the affordable housing obligations among the parcels. Table 1 identifies the proposed unit allocations and the proposed affordable unit allocations.

Table 1: Unit Allocations

	Existing	Proposed		
Specific Plan Parcel	F-22	F-22A	F-22B	Total
Acres	9.85	2.70	7.15	9.85
Unit Allocation	244	82	162	244
Density	24.8	30.4	22.7	n/a
Affordable Units	184	81	103	184
Very low income units	91	81	10	91
Low income units	93	0	93	93

The project will maintain the same number of units in the WRSP. As such, there will be no impacts to planned infrastructure, roadways, or other public facilities. In addition, the project will maintain the existing obligation of 184 affordable units, which will be divided between the parcels as shown in Table 1 above. Based on the foregoing, staff supports the proposed SPA.

EVALUATION – DEVELOPMENT AGREEMENT AMENDMENT

Section 19.84.040 of the City of Roseville Zoning Ordinance specifies that recommendations for approval or denial of a Development Agreement (DA), including Amendments, shall include consideration of the following:

- 1. Consistency with the objectives, policies, general land uses and programs specified in the General Plan and the West Roseville Specific Plan;***
- 2. Consistency with the provisions of the City of Roseville Zoning Ordinance;***
- 3. Conformity with the public health, safety and general welfare;***
- 4. The effect on the orderly development of the property or the preservation of property values; and***
- 5. Whether the provisions of the Agreement shall provide sufficient benefit to the City to justify entering into the Agreement.***

The project includes a tenth amendment of the Fiddymment Land Venture Development Agreement (DA). The DA Amendment is included as Exhibit C. Development Agreements are binding contracts that set the terms, rules, conditions, regulations, entitlements, responsibilities, and other provisions relating to the development of the covered properties.

The DA Amendment includes a revision to the land use plan exhibit contained in the original DA to reflect the subdivision of Parcel F-22. The DA Amendment will also amend the relevant sections of the original

DA to address the revised affordable housing obligations resulting from the proposed Tentative Parcel Map. The City's Housing Division reviewed the project and determined the proposed affordable unit allocations are acceptable and consistent with City policy. Items that are not addressed in the amendment are subject to the terms of the original DA. In summary, City staff has found the proposed DA Amendment is consistent with the General Plan, WRSP, and the Zoning Ordinance. The DA Amendment is in conformance with the public health, safety, and welfare, and will not adversely affect the orderly development of the property or the preservation of property values. Therefore, the proposed DA Amendment is consistent with items 1-5 above.

EVALUATION – TENTATIVE PARCEL MAP

Section 18.06.180 of the City of Roseville Subdivision Ordinance requires that three (3) findings be made prior to the approval of the Tentative Parcel Map. The required findings are listed below in ***italicized, bold text*** and are followed by an evaluation.

- 1. The size, design, character, grading, location, orientation, and configuration of lots, roads, and all improvements for the tentative subdivision map are consistent with the density, uses, circulation and open space systems, applicable policies and standards of the General Plan and the Community Design Guidelines, and the design standards of Title 18 (Subdivision Ordinance) of the Roseville Municipal Code.***

The proposed subdivision will result in the creation of two development parcels: F-22A and F-22B. Parcel F-22A will be 2.7 net acres and Parcel F-22B will be 7.15 net acres. The Subdivision Map Act and Subdivision Ordinance do not contain any maximum or minimum lot size. The site has already been mass graded and all of the surrounding roadways have been constructed, pursuant to previous land approvals in the area. The design, character, location, orientation, and configuration of the lots conform to all requirements.

- 2. The subdivision will result in lots which can be used or built upon. The subdivision will not create lots which are impractical for improvement or use due to: the steepness of terrain or location of watercourses in the area; the size or shape of the lots or inadequate building area; inadequate frontage or access, or some other physical condition of the area.***

There are no physical conditions in the area which would constrain the ability to build upon or use the parcels, and both parcels will retain roadway frontage and access to utilities. The resultant lots are of sufficient size and shape to accommodate future development. There are no watercourses or other natural features on the site that would impede development. The development of these parcels are being reviewed separately through the Objective Design Standards process, which will ensure compliance with the City's design and development standards.

- 3. The design and density of the subdivision will not violate the existing requirements prescribed by the Regional Water Quality Control Board for the discharge of waste into the sewage system, pursuant to Division 7 of the Water Code.***

Approval of the Tentative Parcel Map will not change the existing development intensity and allowed uses on the site, and thus will not increase demands on sewage services; there will be no impacts to the existing requirements established by the Regional Water Quality Control Board.

EVALUATION – TREE PERMIT

Pursuant to Zoning Ordinance Section 19.66.030, a Tree Permit is required for any removal of native oak trees or for more than 20% encroachment into the dripline of a native oak tree. The proposed project will result in the removal of one native oak tree in preparation of future development of the site. The required findings to approve a Tree Permit are listed below.

- 1. *Approval of the Tree Permit will not be detrimental to the public health, safety or welfare, and approval of the Tree Permit is consistent with the provisions of Chapter 19.66.***
- 2. *Measures have been incorporated into the project or permit to mitigate impacts to remaining trees or to provide replacement for trees removed.***

An arborist report including a tree inventory summary was provided by California Tree and Landscape Consulting, Inc., dated November 16, 2022 (see Exhibit E). A total of one (1) tree was found on the southern side of the property. The tree (Tree #181) is a protected valley oak tree with a total diameter of 68 inches. According to the arborist report, the tree is in fair health but has minor problems including an above average amount of dead branches and overextended/over-weighted branches. The tree would require installation of a rotary cable support system to maintain it. Removal of the tree is requested in order to accommodate the future development of the parcels.

The applicant has proposed to comply with the compensation requirements of the City's Tree Preservation Ordinance. The total number of mitigation inches for this project is 68. Mitigation can be completed with a combination of on-site planting and payment into the City's in-lieu fee program. The funds in the City's in-lieu fee program are used for the replanting and preservation of trees throughout the City and are calculated at a rate of \$118 per inch of tree removed when measured at the tree's diameter at breast height (DBH). The tree mitigation fee is required to be paid prior to the removal of the tree and prior to issuance of any permits.

The Tree Permit contains all of the standard conditions of approval, which includes a requirement to follow all of the recommendations of the Arborist Report. The removal of the tree will not be detrimental to the public health, safety, or welfare, and measures have been incorporated to mitigate impacts.

PUBLIC OUTREACH

The proposed project was distributed to all internal and external agencies and departments who have requested such notice, and all comments or recommended conditions of approval have been incorporated into the project, as appropriate. Early notification of the project was posted on the Roseville Coalition of Neighborhood Associations (RCONA)'s website and on the City's Projects of Interest website. On November 29, 2022 the applicant held a public informational meeting at St. John's Episcopal Church. Notice of this meeting was posted on the RCONA website and mailed to all property owners within 300 feet of the project. In attendance were applicant representatives and City staff. Two members of the public attended and asked questions about the project. None of the attendees expressed opposition.

A notice of the public hearing was published in the Roseville Press Tribune on January 28, 2023 and a notice of the hearing was also distributed to all property owners within 300 feet of the site and posted on the RCONA website. No comments have been received as of publication of the staff report.

ENVIRONMENTAL DETERMINATION

The proposed project is statutorily exempt from environmental review pursuant to Section 15182 of the California Environmental Quality Act (CEQA) Guidelines, as a residential project pursuant to a Specific Plan. A project is eligible for this exemption if the public agency has prepared an EIR on a specific plan after January 1, 1980, and the criteria to require a subsequent or supplemental EIR are not met. The EIR for the West Roseville Specific Plan (SCH #2002082057) was certified by the City Council on February 4, 2004. No significant changes to the site or new, potentially significant impacts have been identified that would require the preparation of a subsequent or supplemental EIR, and the proposed project is consistent with the previously completed analysis.

RECOMMENDATION

The Planning Division recommends the Planning Commission take the following actions:

1. Recommend the City Council adopt a resolution approving the **SPECIFIC PLAN AMENDMENT – 5251 FIDDYMENT ROAD – WRSP PCL F-22 – PARCEL MAP AND UNIT TRANSFER – FILE #PL22-0304**;
2. Recommend the City Council adopt the five (5) findings of fact and approve the **DEVELOPMENT AGREEMENT AMENDMENT – 5251 FIDDYMENT ROAD – WRSP PCL F-22 – PARCEL MAP AND UNIT TRANSFER – FILE #PL22-0304**;
3. Adopt the three (3) findings of fact and approve the **TENTATIVE PARCEL MAP – 5251 FIDDYMENT ROAD – WRSP PCL F-22 – PARCEL MAP AND UNIT TRANSFER – FILE #PL22-0304** subject to seventeen (17) conditions of approval; and
4. Adopt the two (2) findings of fact and approve the **TREE PERMIT – 5251 FIDDYMENT ROAD – WRSP PCL F-22 – PARCEL MAP AND UNIT TRANSFER – FILE #PL22-0304** subject to nineteen (19) conditions of approval.

CONDITIONS OF APPROVAL FOR THE TENTATIVE PARCEL MAP – FILE #PL22-0304

1. This Tentative Map approval shall be effectuated within a period of two (2) years from **February 9, 2023** and if not effectuated shall expire on **February 9, 2025**. Prior to said expiration date, the applicant may apply for an extension of time, provided this approval does not extend the expiration beyond **February 9, 2029**. (Planning)
2. The project is approved as shown in Exhibit D, and as conditioned or modified below. (Planning)
3. The approval of a Tentative Map and/or tentative site plan does not constitute approval of proposed improvements as to size, design, materials, or location, unless specifically addressed in these conditions of approval. (Engineering)
4. The applicant shall pay City's actual costs for providing plan check, mapping, GIS, and inspection services. This may be a combination of staff costs and direct billing for contract professional services. (Engineering, Environmental Utilities, Finance)
5. The project shall comply with all required environmental mitigation identified in the West Roseville Specific Plan EIR, and shall include all applicable mitigation measures as notes on the plans. (Planning)

PRIOR TO ISSUANCE OF A GRADING PERMIT AND/OR IMPROVEMENT PLANS

6. Grading around the native oak trees or other natural features shall be as shown on the Grading Plan/Tree Removal Plan, or as approved in these conditions. (Planning)
7. The applicant shall submit to the Planning and Engineering Departments the applicable Army Corps of Engineers permit or clearance, the California Department of Fish and Game Stream Bed Alteration Agreement, and/or the Regional Water Quality Control Board Water Quality Certificate. (Planning)

PRIOR TO OR UPON RECORDATION OF FINAL MAP

8. All existing easements shall be maintained, unless otherwise provided for in these conditions. (Environmental Utilities, Electric, Engineering)

9. The vacation of the right of way and vacation of the drainage easement as shown on the Tentative Parcel Map shall occur with recordation of the Parcel Map. (Engineering)
10. Separate document easements required by the City shall be prepared in accordance with the City's "Policy for Dedication of Easements to the City of Roseville." All legal descriptions shall be prepared by a licensed Land Surveyor (Environmental Utilities, Electric, Engineering)
11. In the event that the Final (Parcel) Map will record prior to the completion of on-site construction, all utility and access easements shall be placed on the face of the Map to the satisfaction of the City Engineer. If all on-site improvements are complete prior to the recordation of the map, then a separate agreement allowing all parcels/lots the rights of reciprocal access, rights to construct, and parking shall be submitted to the City as a part of final/parcel map submittal. Said agreement shall be in a form acceptable to the City Attorney and referenced on the face of the recorded map. (Engineering)
12. The Final/Parcel Map shall include an irrevocable offer to dedicate public rights-of-way and public and/or private easements as required by the City. (Engineering)
13. The words "traffic control appurtenances" shall be included in the list of utilities allowed in public utilities easements (PUEs) located along public roadways. (Engineering)
14. The Final/Parcel Map shall be submitted per "The Digital Submittal of Cadastral Surveys." A plot or print of the submittal shall accompany the electronic copy. The complete submittal shall occur after the Engineering Department approval but prior to City Council approval of the Final/Parcel Map. (Engineering)
15. The Environmental Utilities Department shall make a determination that there is adequate conveyance and treatment capacity in the City sewer system to handle the newly created Lot/Parcels. (Environmental Utilities)
16. The applicant shall pay all applicable water and sewer fees. (Environmental Utilities)

OTHER CONDITIONS OF APPROVAL

17. The Tentative Parcel Map shall not be deemed approved until the actions on the Development Agreement Amendment and Specific Plan Amendment are approved and become effective. (Planning)

CONDITIONS OF APPROVAL FOR THE TREE PERMIT – FILE #PL22-0304

PRIOR TO ISSUANCE OF ANY PERMITS OR ANY CONSTRUCTION ON-SITE

1. All recommendations contained in the Arborist Report (Exhibit E) are incorporated by reference into these conditions, except as modified herein. (Planning)
2. Tree #181 (or as listed in Exhibit E) are approved for removal with this tree permit. All other native oak trees shall remain in place. Trees to be removed shall be clearly marked in the field and inspected by Planning Staff prior to removal. Removal of the trees shall be performed by or under the supervision of a certified arborist. (Planning)
3. The developer shall be responsible for the replacement of the total number of inches proposed for removal prior to any tree removal. The total number of inches for this project is 68. Mitigation must be

provided prior to tree removal unless otherwise approved in the tree replacement plan or in these conditions. (Planning)

4. No activity shall be permitted within the protected zone of any native oak tree beyond those identified by this report. Encroachment into the protected zone of Tree #181 as shown in Attachment 1 and Exhibit E, and as described in the staff report is permitted. (Planning)
5. A violation of any of the conditions of this Tree Permit is a violation of the Roseville Municipal Code, the Zoning Ordinance (Chapter 19.74) and the Tree Preservation Ordinance (Chapter 19.66). Penalties for violation of any of the conditions of approval may include forfeiture of the bond, suspension or revocation of the permit, payment of restitution, and criminal penalties. (Planning)
6. A fencing plan shall be shown on the approved site plan and/or improvement plans demonstrating the Protected Zone for the affected trees. A maximum of three feet beyond the edge of the walls, driveways, or walkways will be allowed for construction activity and shall be shown on the fencing plan. The fencing plan shall be reviewed and approved by the Planning Division prior to the placement of the protective fencing. (Planning)
7. The applicant shall install a minimum of a five-foot high chain link fence (or acceptable alternative) at the outermost edge of the Protected Zone of the oak tree. Where encroachment is permitted pursuant to Condition 4, above, the fencing for encroachments shall be installed at the limit of construction activity. The applicant shall install signs at two equidistant locations on the temporary fence that are clearly visible from the front of the lot and where construction activity will occur. The size of each sign shall be a minimum of two feet (2') by two feet (2') and must contain the following language: "WARNING THIS FENCE SHALL NOT BE REMOVED OR RELOCATED WITHOUT WRITTEN AUTHORIZATION FROM THE PLANNING DIVISION". (Planning)
8. Once the fencing is installed, the applicant shall schedule an appointment with the Planning Division to inspect and approve the temporary fencing before beginning any construction. (Planning)
9. The applicant shall arrange with the arborist to perform, and certify in writing, the completion of deadwooding, fertilization, and all other work recommended for completion prior to the approval of improvement plans. Pruning shall be done by an Arborist or under the direct supervision of a Certified Arborist, in conformance with International Society of Arboriculture (I.S.A.) standards. Any watering and deep root fertilization which the arborist deems necessary to protect the health of the trees as noted in the arborist report or as otherwise required by the arborist shall be completed by the applicant. (Planning)
10. A utility trenching pathway plan shall be submitted depicting all of the following systems: storm drains, sewers, water mains, and underground utilities. The trenching pathway plan shall show the proposed locations of all lateral lines. (Planning)
11. A Site Planning Meeting shall be held with the applicant, the applicant's primary contractor, the Planning Division and the Engineering Division to review this permit, the approved grading or improvement plans, and the tree fencing prior to any grading on-site. The Developer shall call the Planning Division and Engineering Division two weeks prior to the start of grading work to schedule the meeting and fencing inspection. (Planning)
12. The following information must be located on-site during construction activities: Arborist Report, approved site plan/improvement plans including fencing plan, and conditions of approval for the Tree

Permit. All construction must follow the approved plans for this tree permit without exception. (Planning)

13. All preservation devices (aeration systems, oak tree wells, drains, special paving, etc.) shall be designed and installed as required by these conditions and the arborist's recommendations, and shall be shown on the improvement plans or grading plans. (Planning)
14. If any native ground surface fabric within the Protected Zone must be removed for any reason, it shall be replaced within forty-eight (48) hours. (Planning)
15. Storage or parking of materials, equipment, or vehicles is not permitted within the Protected Zone of any oak tree. Vehicles and other heavy equipment shall not be operated within the Protected Zone of any oak tree. (Planning)
16. Where recommended by the arborist, portions of the foundation shall be hand dug under the direct supervision of the project arborist. The certified arborist shall immediately treat any severed or damaged roots. Minor roots less than one (1) inch in diameter may be cut, but damaged roots shall be traced back and cleanly cut behind any split, cracked or damaged area. Major roots over one (1) inch in diameter may not be cut without approval of an arborist and any arborist recommendations shall be implemented. (Planning)
17. The temporary fencing shall remain in place throughout the entire construction period and shall not be removed without obtaining written authorization from the Planning Division. In no event shall the fencing be removed before the written authorization is received from the Planning Division. (Planning)

PRIOR TO ISSUANCE OF FINAL

18. Within 5 days of the completion of construction, a Certification Letter from a certified arborist shall be submitted to and approved by the Planning Division. The certification letter shall attest to all of the work (regulated activity) that was conducted in the protected zone of the tree, either being in conformance with this permit or of the required mitigation still needing to be performed. (Planning)
19. The approval of this Tree Permit shall expire on **February 9, 2025**. (Planning)

ATTACHMENT

1. Conceptual Grading Plan

EXHIBITS

- A. Specific Plan Amendment Exhibit
- B. WRSP Change Pages
- C. Tenth Amendment of the Fiddymment Land Venture DA
- D. Tentative Parcel Map
- E. Arborist Report

NOTE: Exhibits A-C are not included with the Planning Commission Staff Report because they are already included as exhibits to the Council Communication.

Note to Applicant and/or Developer: Please contact Planning Division staff at (916) 774-5276 prior to the Commission meeting if you have any questions on any of the recommended conditions for your project. If you challenge the decision of the Commission in court, you may be limited to raising only those issues which you or someone else raised at the public hearing held for this project, or in written correspondence delivered to the Planning Manager at, or prior to, the public hearing.

APN 492-013-007
CITY OF ROSEVILLE

WRSP PARCEL
F-22

PROPOSED PARCEL 2
±7.562 AC - GROSS
±7.147 - NET (EXCLUDES ROW)

PROPOSED PARCEL 1
±3.320 AC - GROSS
±2.701 - NET (EXCLUDES ROW)

TREE REMOVAL
(E) VALLEY OAK #181
TRUNK Ø = 68 INCHES
DRIP RADIUS = 54 FEET

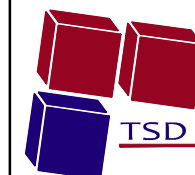
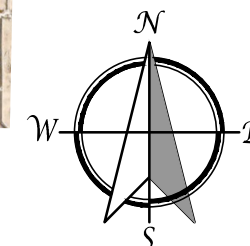
FIDDYMENT ROAD

HARVEY WAY

WRSP PARCEL F-22
GRADING PLAN FOR
TREE REMOVAL
JANUARY 4, 2023

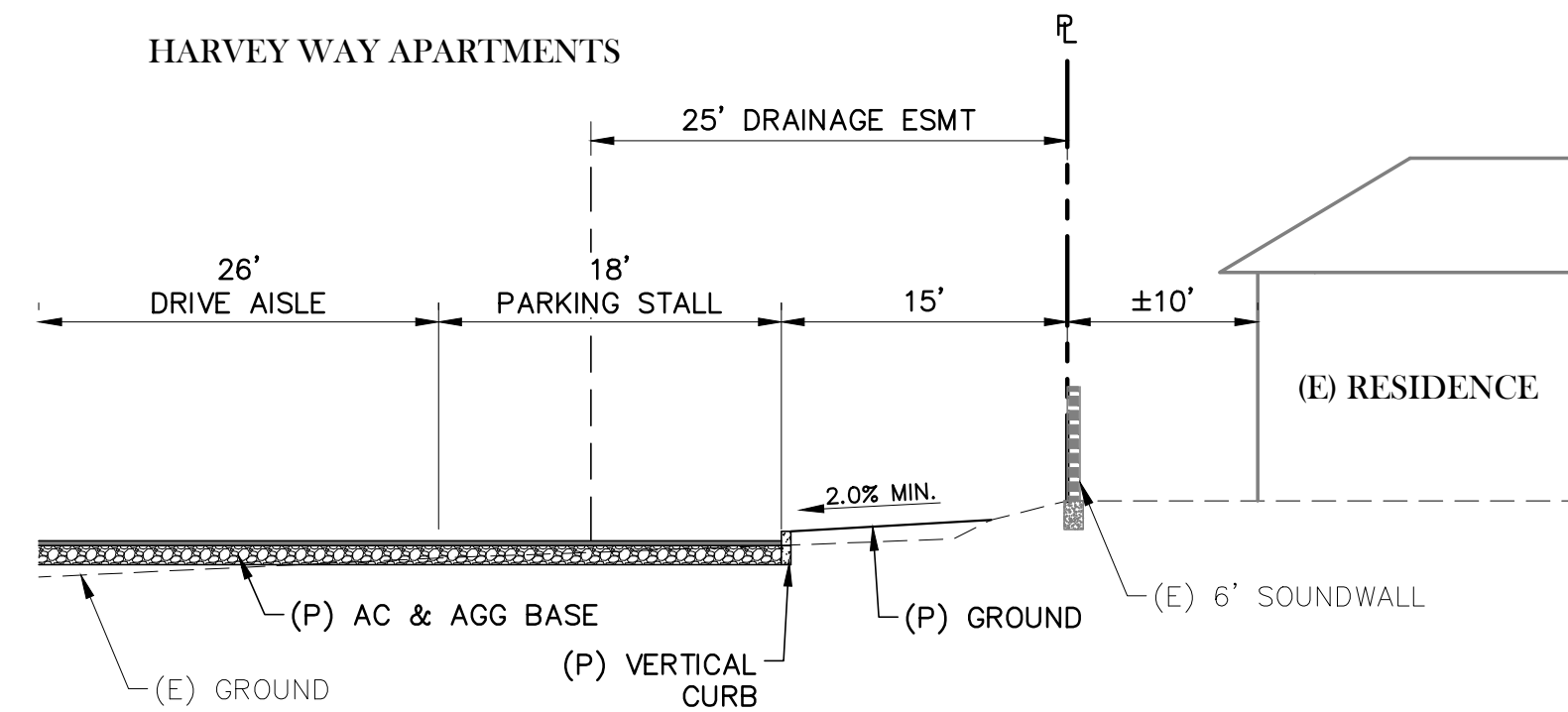
THE PLAZA
AT BLUE OAKS

OAKBRIAR
SUBDIVISION

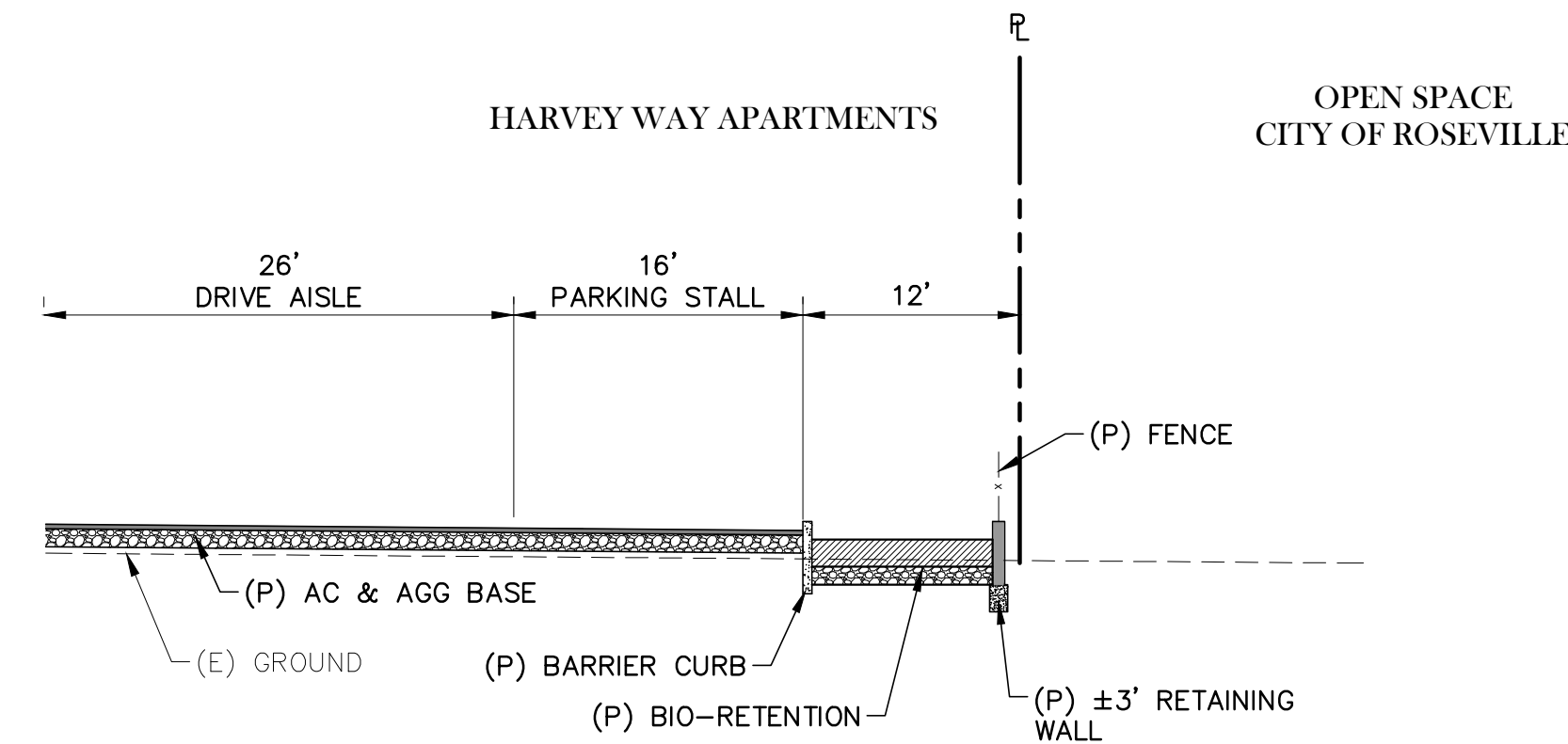


TSD ENGINEERING, INC.
expect more.

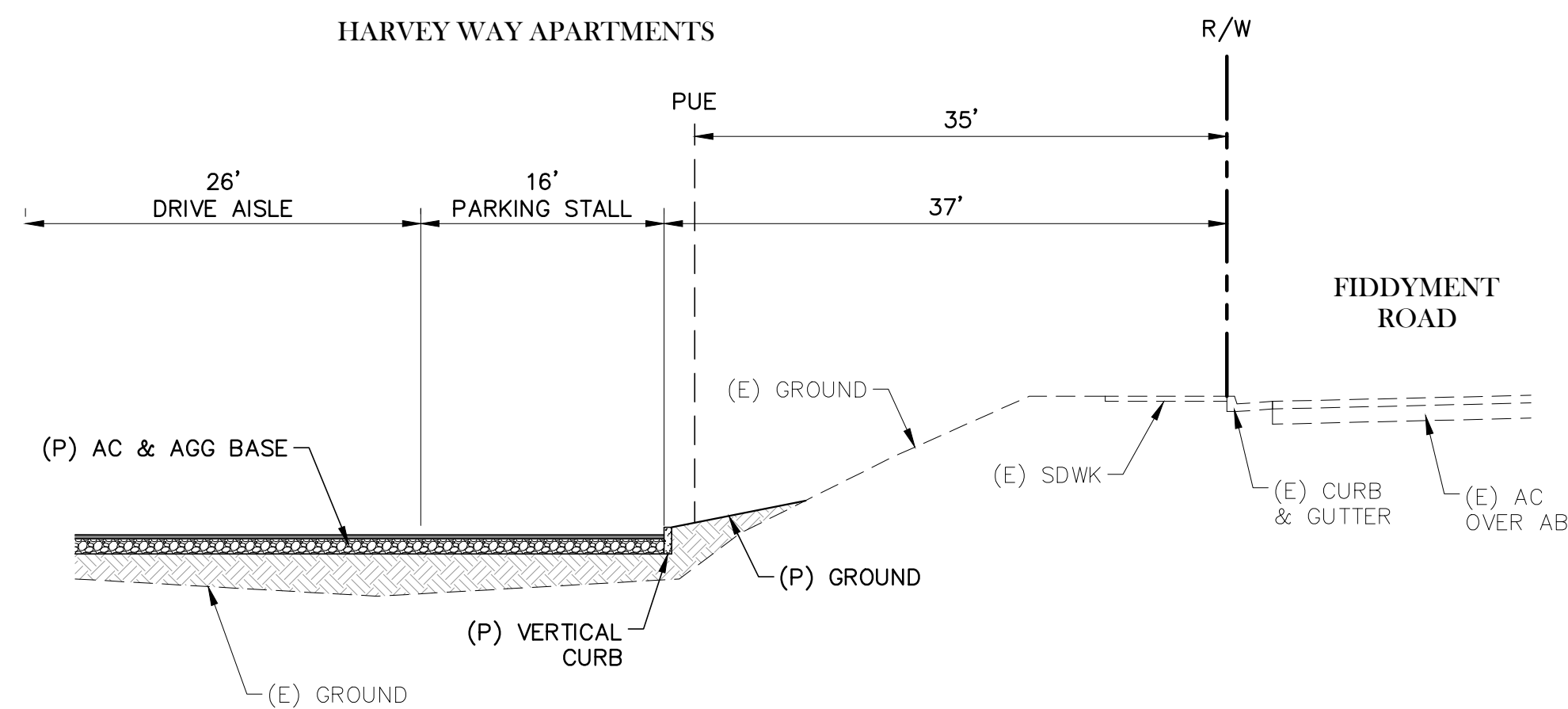
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701



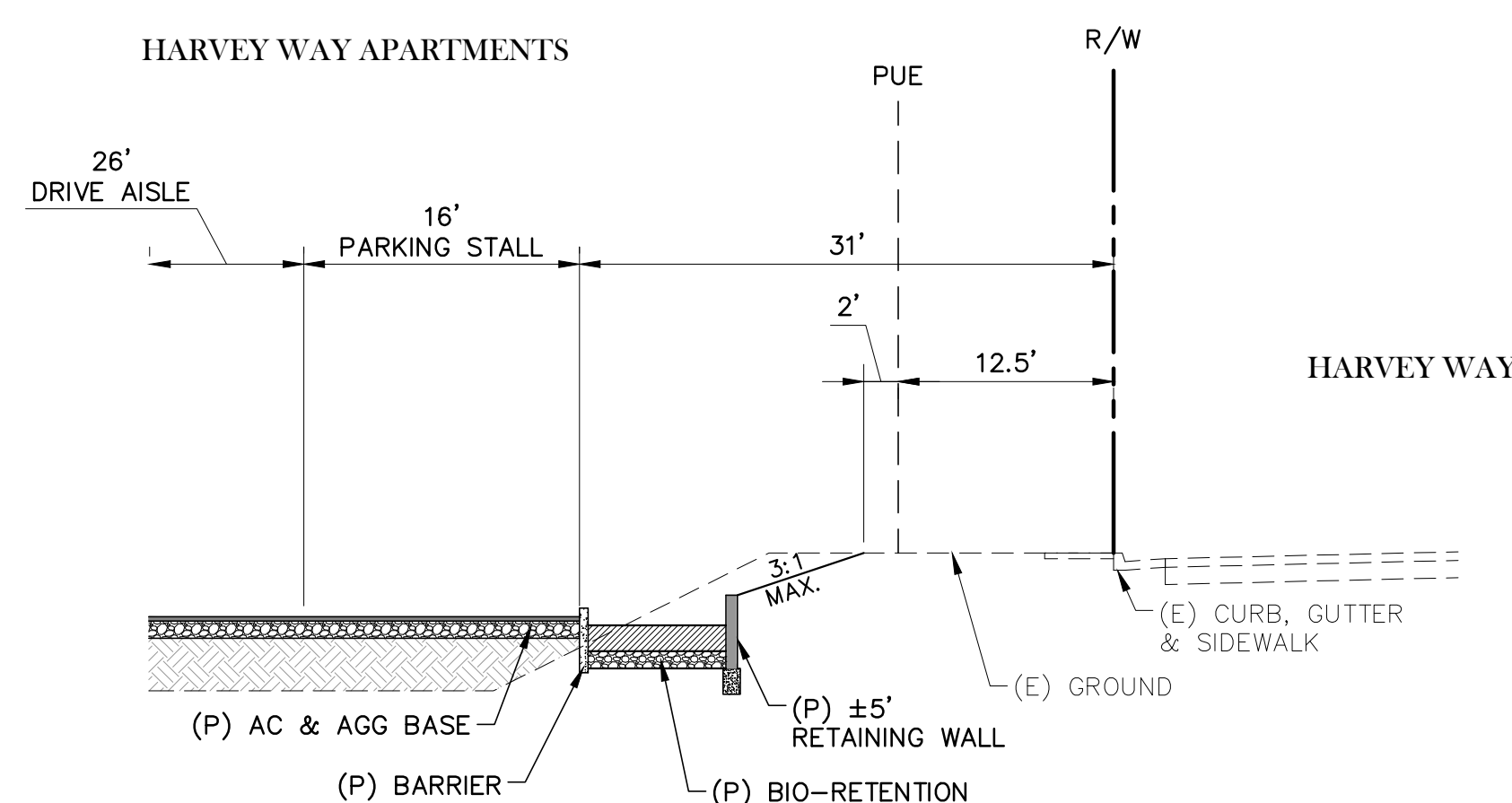
A TYPICAL SECTION
SCALE: 1"=10'



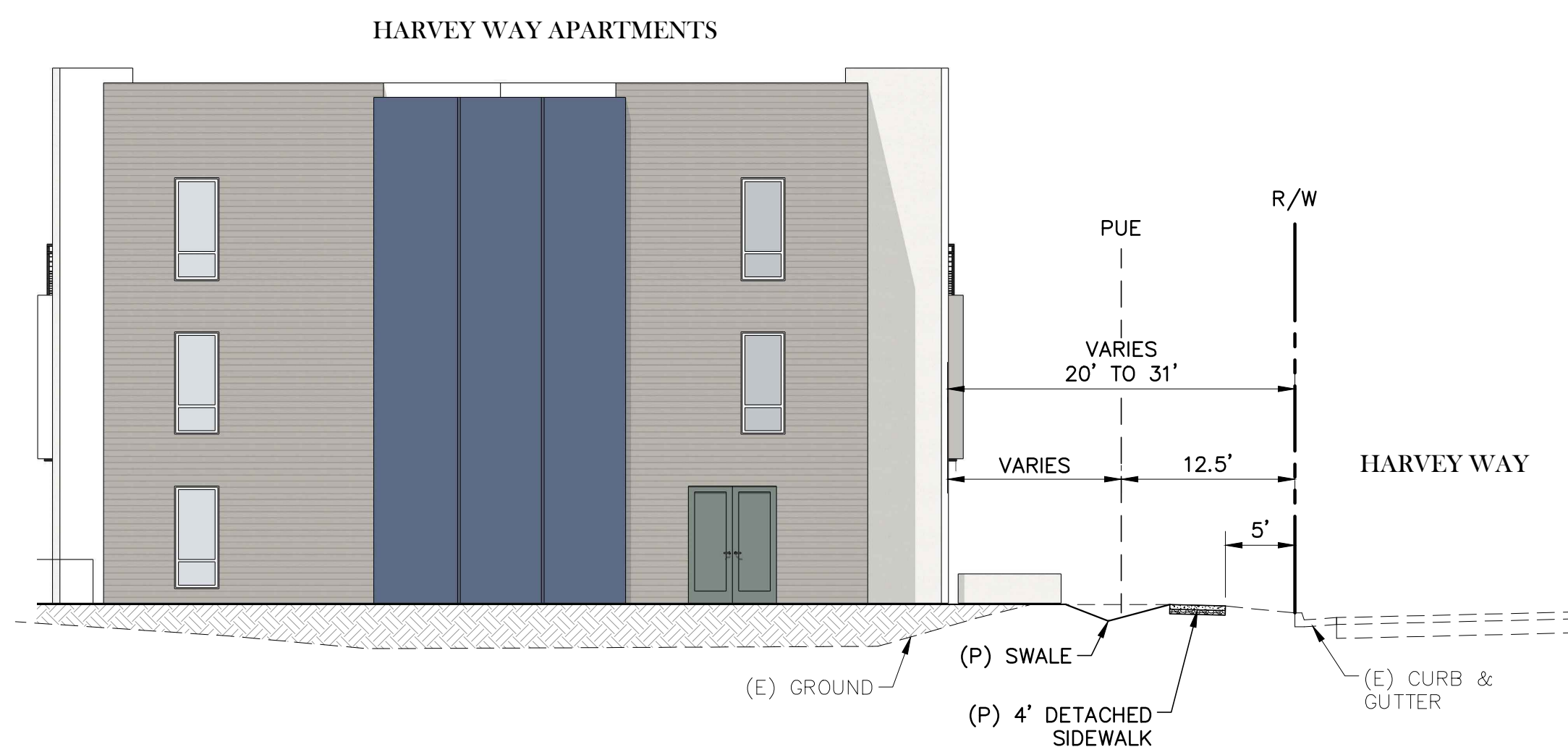
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SCALE: 1"=10'



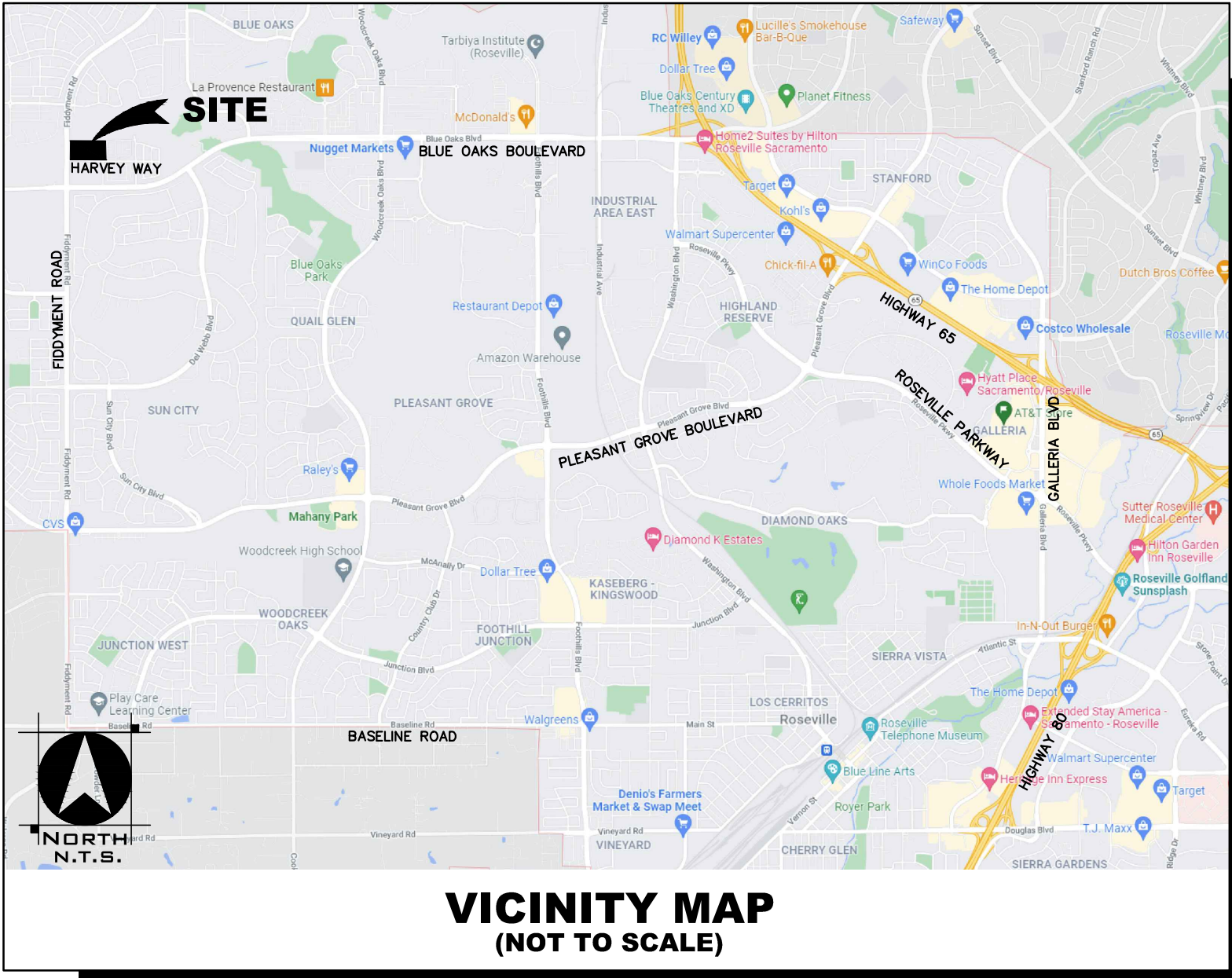
C TYPICAL SECTION
SCALE: 1"=10'



D TYPICAL SECTION
SCALE: 1"=10'



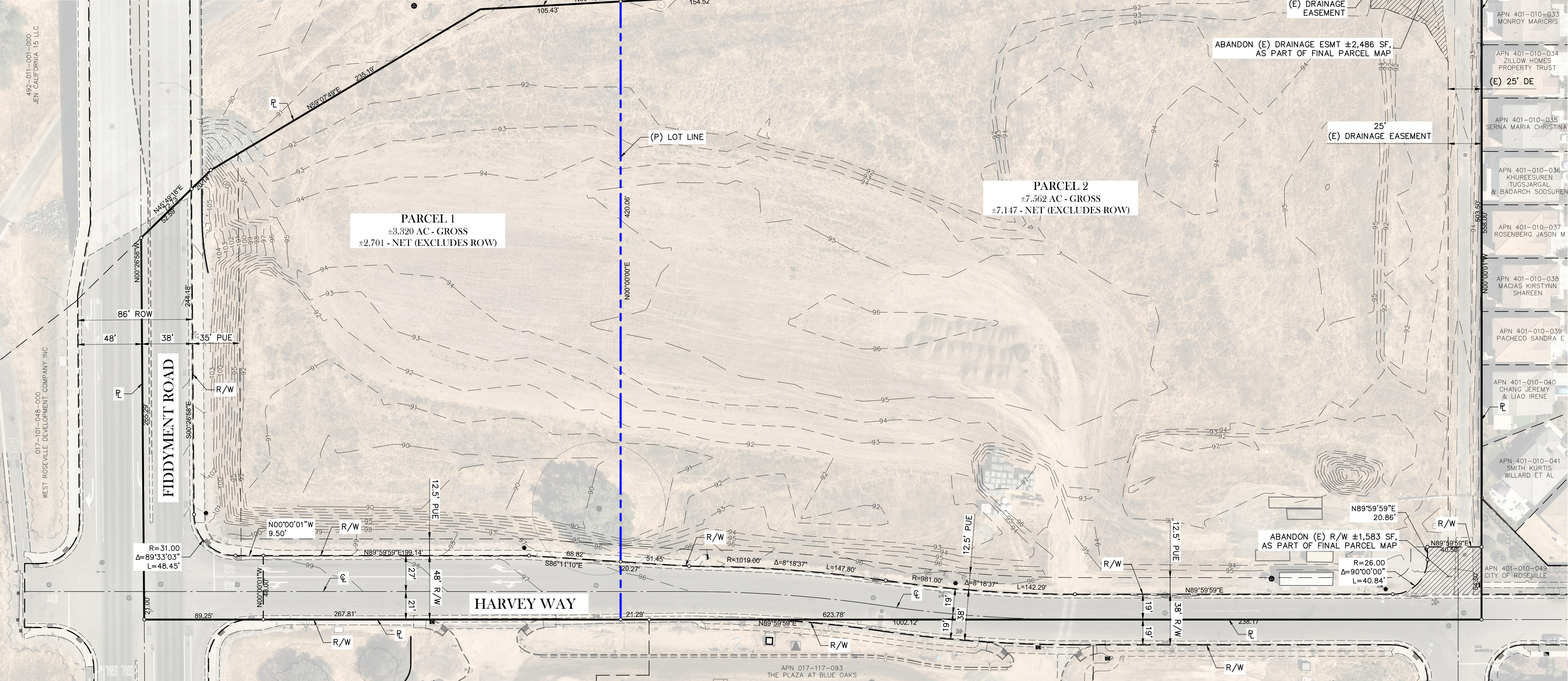
E TYPICAL SECTION
SCALE: 1"=10'



TENTATIVE PARCEL MAP
WRSP PARCEL F-22
CITY OF ROSEVILLE, CA

- GENERAL NOTES**
1. TENTATIVE PARCEL MAP SUBDIVIDES RESULTANT PARCEL LOT 19 AS SHOWN ON LOT LINE ADJUSTMENT, EVIDENCED BY DOCUMENT RECORDED JANUARY 22, 2015 AS INSTRUMENT NO. 2015-0048480 OF OFFICIAL RECORDS.
 2. PARCEL DIMENSIONS AND AREAS ARE APPROXIMATE.
 3. PARCEL LINES AND AREAS MAY BE ADJUSTED AT THE TIME OF THE FINAL PARCEL MAP PROVIDED NO NEW ADDITIONAL PARCELS ARE CREATED, SUBJECT TO THE APPROVAL OF THE CITY OF ROSEVILLE.
 4. THE FINAL MAPPING AND SUBSEQUENT DEVELOPMENT OF LOTS MAY BE PHASED IN ANY SEQUENCE PROVIDED EACH PHASE PROVIDES FOR ACCESS AND FOR BACKBONE INFRASTRUCTURE, SUBJECT TO THE APPROVAL OF THE CITY OF ROSEVILLE.
 5. PURSUANT TO GOVERNMENT CODE SECTION 66456.1, THE SUBDIVIDER MAY FILE MULTIPLE FINAL MAPS BASED UPON THIS TENTATIVE PARCEL MAP. THE FILING OF A FINAL MAP ON A PORTION OF THIS TENTATIVE PARCEL MAP SHALL NOT INVALIDATE ANY PART OF THIS TENTATIVE PARCEL MAP.
 6. RECIPROCAL ACCESS, PARKING, DRAINAGE, AND UTILITY INFRASTRUCTURE AGREEMENTS ARE TO BE RECORDED WITH THE FILING OF EACH PARCEL MAP RELATING TO THIS TENTATIVE PARCEL MAP.
 7. EASEMENTS TO ACCOMMODATE NEW PUBLIC UTILITY IMPROVEMENTS, ACCESS REQUIRED FOR PARCEL DEVELOPMENT, OR OTHER SIMILAR MAPPING REQUIREMENTS NEEDED TO ACCOMPLISH THE FINAL DESIGN MAY BE ADDED PRIOR TO EACH FINAL MAP BASED ON THIS TENTATIVE PARCEL MAP.

PROJECT SUMMARY	
OWNER	WEST ROSEVILLE DEVELOPMENT COMPANY, INC. 4670 WILLOW ROAD, SUITE 200 PLEASANTON, CA 94588
DEVELOPER / APPLICANT	USA PROPERTIES FUND INC. 3200 DOUGLAS BLVD., SUITE 200 ROSEVILLE, CA 95661 ATTN: SEAN REYNOLDS sreynolds@usapropfund.com
ENGINEER	TSD ENGINEERING, INC 785 ORCHARD DRIVE, SUITE 110 FOLSOM, CA 95630 ATTN: CHRIS SCHULZE cschulze@tsdeng.com
PROPOSED USE	MULTI-FAMILY RESIDENTIAL
ZONING	WEST ROSEVILLE SPECIFIC PLAN R3 - ATTACHED HOUSING
NUMBER OF PARCELS	1 EXISTING PARCEL
AREA:	±10.882 AC - GROSS ±9.848 AC - NET
2 PROPOSED LOTS	
RESULTANT PARCEL 1	
AREA:	±3.320 AC - GROSS ±2.701 AC - NET
RESULTANT PARCEL 1	
AREA:	±7.562 AC - GROSS ±7.147 AC - NET
ASSESSORS PARCEL NO & AREA	APN: 017-117-097



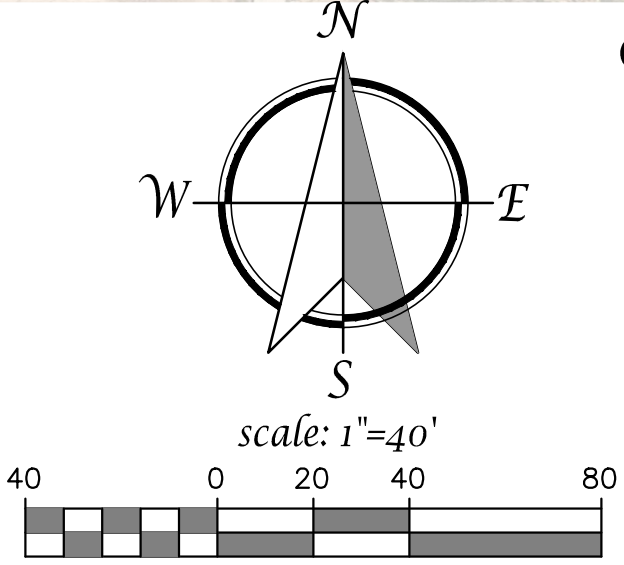
SERVICE PROVIDERS	
PARKS & RECREATION DISTRICT	CITY OF ROSEVILLE (916) 772-PLAY (7529)
SCHOOL DISTRICT	ROSEVILLE CITY SCHOOL DISTRICT (916) 771-1600 ROSEVILLE JOINT UNION HIGH SCHOOL (916) 786-2051
WATER	CITY OF ROSEVILLE (916) 774-5750
SANITARY SEWER	CITY OF ROSEVILLE (916) 774-5750
STORM DRAIN	CITY OF ROSEVILLE
SOLID WASTE	CITY OF ROSEVILLE (916) 774-5780
GAS	PG&E (916) 386-5722
ELECTRIC	ROSEVILLE ELECTRIC (916) 797-6937
TELEPHONE	CONSOLIDATED COMMUNICATIONS (916) 780-8000
CABLE	COMCAST 1 (800) 266-2278
POLICE DEPARTMENT	CITY OF ROSEVILLE (916) 774-5800
FIRE DEPARTMENT	CITY OF ROSEVILLE (916) 774-5000

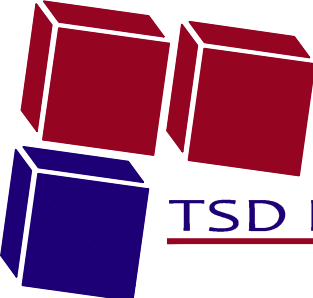
TENTATIVE PARCEL MAP
AUGUST 2, 2022

BENCHMARK
CITY OF ROSEVILLE BENCHMARK NO. 115 - A 3-1/4"
BRASS DISC STAMPED "MAY 2008 LS6046" LOCATED
0.5' NORTH OF NE BRIDGE ABUTMENT EAST SIDE OF
FIDDYMMENT RD @ PLEASANT GROVE CREEK @ TOP OF
CONCRETE RAILING.
ELEVATION = 108.029 (NGVD29).

BASIS OF BEARING
FINAL MAP OF FIDDYMMENT RANCH PHASE 1, FILED AT
THE OFFICE OF THE PLACER COUNTY RECORDER IN
BOOK AA OF MAPS, AT PAGE 10, ESTABLISHED FROM
FOUND MONUMENTS SHOWN HEREON.

FLOOD ZONE
ZONE X (AREAS DETERMINED TO BE OUTSIDE 0.2%
ANNUAL CHANCE FLOODPLAIN) PER THE FEDERAL
EMERGENCY MANAGEMENT AGENCY FLOOD
INSURANCE RATE MAP, MAP NO. 06061C0936H,
DATED NOVEMBER 2, 2018.



**TSD ENGINEERING, INC.**
expect more.
785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701



California Tree and Landscape Consulting, Inc.

November 16, 2022

USA Properties Fund
3200 Douglas Blvd, Suite 200
Roseville, CA 95661
lclark@usapropfund.com

C/O: Kris Steward
Via Email: kris@plansteward.com

PRELIMINARY ARBORIST REPORT & TREE INVENTORY

RE: Harvey Way Apartments, 5251 Fiddymment Road, APN #017-117-097-000; City of Roseville, CA jurisdiction

Executive Summary

Kris Steward, on behalf of USA Properties Fund, contacted California Tree and Landscape Consulting, Inc. to inventory and evaluate the trees protected by the City of Roseville Tree Preservation code, chapter 19.66, and offsite trees which may be impacted by the development of the site for purposes of providing documentation of the tree species and sizes for planning the development of the site. The property is located at 5251 Fiddymment Road, the northeast corner of Fiddymment Road and Harvey Way, directly across from Raleys ONE Market at 1970 Blue Oaks Blvd., in the City of Roseville, California. The property is currently vacant land. See Supporting Information Appendix 1 –Tree Location Map.

Edwin Stirtz, ISA Certified Arborist #WE-0510A, was on site on October 27th, 2022. A total of 1 trees was evaluated on this property. The tree is protected by size and species according to the City of Roseville Tree Preservation ordinance.

Tree Species	Trees Inventoried	Trees on the Site ¹	Trees Proposed for Removal	Total diameter inches which may require mitigation
Valley Oak, <i>Quercus lobata</i>	1	1	TBD	68
Totals	1	1		68

See Appendices for specific information on each tree

¹ CalTLC is not a licensed land surveyor. Tree locations are approximate and we do not determine tree ownership. Trees which appear to be on another parcel are listed as off-site and treated as the property of that parcel. No evaluation of easement locations, such as required for street tree status, was conducted.

Methods

Appendix 2 in this report is the detailed inventory of the trees. The following terms will further explain our methods and findings.

The protected trees evaluated as part of this report have a numbered tag that was placed on each one with a pre-stamped tree number and Tree Tag. They are attached with a nail, installed at approximately 5 feet above ground level on the approximate south side of the fence.

A Level 2 – Basic Visual Assessment was performed in accordance with the International Society of Arboriculture’s best management practices. This assessment level is limited to the observation of conditions and defects which are readily visible. Additional limiting factors, such as blackberries, poison oak, and/or debris piled at the base of a tree can inhibit the visual assessment.

Tree Location: The GPS location of each tree was collected using the ESRI’s ArcGIS collector application on an Apple iPhone or Samsung. The data was then processed in ESRI’s ArcMap by Julie McNamara, M.S. GISci, to produce the tree location map.

Tree Measurements: DBH (diameter breast high) is normally measured at 4’6” (above the average ground height for “Urban Forestry”), but if that varies then the location where it is measured is noted in the ‘Measured at’ column. A steel diameter tape was used to measure all of the trees. A laser distance meter was used to measure distances. Canopy radius measurements may also have been estimated due to obstructions, such as steep slopes or other trees.

Terms

Field Tag #	The pre-stamped tree number on the tag which is installed at approximately 6 feet above ground level on the north side of the tree.
Old Tag #	If additional field tags are found on the trees and are legible, they are listed here.
Species	The species of a tree is listed by our local and correct common name and botanical name by genus (capitalized) and species (lower case). Oaks frequently cross-pollinate and hybridize, but the identification is towards the strongest characteristics.
DBH	Diameter breast high' is normally measured at 4’6” (above the average ground height for “Urban Forestry”), but if that varies then the location where it is measured is noted in the next column “measured at”
Measured at	Height above average ground level where the measurement of DBH was taken
Canopy radius	The farthest extent of the crown composed of leaves and small twigs. Most trees are not evenly balanced. This measurement represents the longest extension from the trunk to the outer canopy. The dripline measurement is from the center point of the tree and is shown on the Tree Location Map as a circle. This measurement can further define a protection zone if specified in the local ordinance as such or can indicate if pruning may be required for development.
Arborist Rating	Subjective to condition and is based on both the health and structure of the tree. All of the trees were rated for condition, per the recognized national standard as set up by the Council of Tree and Landscape Appraisers and the International Society of Arboriculture (ISA) on a numeric scale of 5 (being the highest) to 0 (the worst condition, dead) as in Chart A. The rating was done in the field at the time of the measuring and inspection.



Roseville Rating	Arborist	Rating	
Excellent	Excellent	5	No problems found from a visual ground inspection. Structurally, these trees have properly spaced branches and near perfect
Good	Good	4	The tree is in good condition and there are no apparent problems that can be seen from a visual ground inspection.
Fair	Fair	3	The tree is in fair condition. There are some minor structural or health problems that pose no immediate risk of death or failure. When the recommended actions in an arborist report are completed correctly the defect(s) can be minimized or eliminated and/or health can be improved.
Fair to Poor	Poor	2	The tree has major problems. If the option is taken to preserve the tree, additional evaluation to identify if health or structure can be improved with correct arboricultural work including, but not limited to: pruning, cabling, bracing, bolting, guying, spraying, mistletoe removal, vertical mulching, fertilization, etc. Additionally, risk should be evaluated as a tree rated 2 may have structural conditions which indicate there is a high likelihood of failure. Trees rated 2 should be removed if these additional evaluations will not be performed.
Poor	Very Poor	1	The problems are extreme. This rating is assigned to a tree that has structural and/or health problems that no amount of work or effort can change. The issues may or may not be considered a high risk.
Dead	Dead	0	This indicates the tree has no significant sign of life.

Notes: Provide notable details about each tree which are factors considered in the determination of the tree rating including: (a) condition of root crown and/or roots; (b) condition of trunk; (c) condition of limbs and structure; (d) growth history and twig condition; (e) leaf appearance; and (f) dripline environment. Notes also indicate if the standard tree evaluation procedure was not followed (for example - why dbh may have been measured at a location other than the standard 54"). Additionally, notes will list any evaluation limiting factors such as debris at the base of a tree.

Actions Recommended actions to increase health and longevity.

Development Status Projected development impacts are based solely on distance relationships between tree location and grading. Field inspections and findings during the project at the time of grading and trenching can change relative impacts. Closely followed guidelines and requirements can result in a higher chance of survival, while requirements that are overlooked can result in a dramatically lower chance of survival. Impacts are measured as follows:



Impact Term**Long Term Result of Impact**

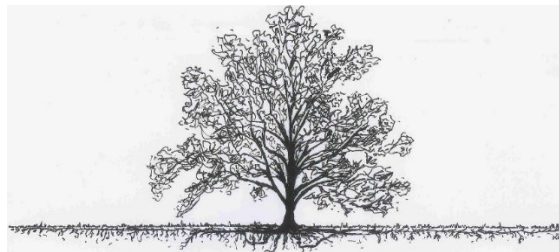
Negligible	Tree is unlikely to show any symptoms. Chance of survival post development is excellent. Impacts to the Protected Root Zone are less than 5%.
Minor	Tree is likely to show minor symptoms. Chance of survival post development is good. Impacts to the Protected Root Zone are less than 15% and species tolerance is good.
Moderate	Tree is likely to show moderate symptoms. Chance of survival post development is fair. Impacts to the Protected Root Zone are less than 35% and species tolerance is good or moderate.
Severe	Tree is likely to show moderate symptoms annually and a pattern of decline. Chance of long term survival post development is low. Impacts to the Protected Root Zone are up to 50% and species tolerance is moderate to poor.
Critical	Tree is likely to show moderate to severe symptoms annually and a pattern of decline. Chance of long term survival post development is negligible. Impacts to the Protected Root Zone are up to 80%.

Discussion

Trees need to be protected from normal construction practices if they are to remain on the site and are expected to survive long term. While construction damage in the root zone is often the death of a tree, the time from when the damage occurs to when the symptoms begin and/or the tree dies can be years. Our recommendations are based on experience and the local ordinance requirements to enhance tree longevity. It requires the calculated root zone must remain intact as an underground ecosystem despite the use of heavy equipment to install foundations, driveways, underground utilities, and landscape irrigation systems. Simply walking and driving on soil can have serious consequences to tree health. The Tree Preservation Requirements and General Development Guidelines should be incorporated into the site plans and enforced onsite. The project arborist should be included in the development team during construction to provide expertise and make additional recommendations if additional impacts occur or tree response is poor.

Root Structure

The majority of a tree's roots are contained in a radius from the main trunk outward approximately two to three times the canopy of the tree. These roots are located in the top 6" to 3' of soil. It is a common misconception that a tree underground resembles the canopy. The correct root structure of a tree is in the drawing below. All plants' roots need both water and air for survival. Poor canopy development or canopy decline in mature trees after development is often the result of inadequate root space and/or soil compaction.



The reality of where roots are generally located (Menzer, 2008)

Pruning Mature Trees for Risk Reduction and/or Development Clearance

There are few good reasons to prune mature trees. Removal of deadwood, directional pruning, removal of decayed or damaged wood, and end-weight reduction as a method of mitigation for structural faults are the only reasons a mature tree should be pruned. Live wood over 3" should not be pruned unless absolutely necessary. Pruning cuts should be clean and correctly placed. Pruning should be done in accordance with the American National Standards Institute (ANSI) A300 standards.

Pruning causes an open wound in the tree. Trees do not "heal" they compartmentalize. It is far better to use more small cuts than a few large cuts as small pruning wounds reduce risk while large wounds increase risk. Any wound made today will always remain, but a healthy tree, in the absence of decay in the wound, will 'cover it' with callus tissue. Large, old pruning wounds which did not close with callous tissue often have advanced decay. These wounds are a likely failure point. Mature trees with large wounds have a high risk of failure.

Overweight limbs are a common structural fault in suppressed trees. There are two remedial actions for over-weight limbs (1) prune the limb to reduce the extension of the canopy, or (2) cable the limb to reduce movement. Cables do not hold weight they only stabilize the limb and additionally require annual inspection.

Arborist Classifications

There are different types of Arborists:

Tree Removal and/or Pruning Companies: These companies may be licensed by the State of California to do business as a tree removal company, but they do not necessarily know anything about trees biology.

Arborists: Arborist is a broad term intended to mean someone with specialized knowledge of trees, but it is often used to imply knowledge that is not there.

ISA Certified Arborist: An International Society of Arboriculture Certified Arborist is someone who has trained, met the qualifications for application, and been tested to have specialized knowledge of trees. You can look up certified arborists at the International Society of Arboriculture website: isa-arbor.org.

Consulting Arborist: An American Society of Consulting Arborists Registered Consulting Arborist is someone who has been trained and then tested to have specialized knowledge of trees; and trained and tested to provide high quality reports and documentation. You can look up registered consulting arborists at the American Society of Consulting Arborists website: ASCA-consultants.org.

RECOMMENDATIONS: SUMMARY OF TREE PROTECTION MEASURES

The Owner and/or Developer should ensure the project arborist's protection measures are incorporated into the site plans and followed. Tree specific protection measures can be developed when we have received a copy of the grading plans for the site.

For Project Submittal to the City:

- If the tree is to remain, identify it on final construction drawings and show the root protection zone as shown in the arborist recommendations. Note – This area is not for use during construction unless under direct supervision of the project arborist.
- List the name and telephone number of the project arborist on the final construction drawings (grading plans) and a monitoring schedule a minimum of once per month during development.

Prior to Onsite Activity:



- The project arborist should inspect the installed tree protection fencing prior to grading and/or grubbing for compliance with the recommended protection zones.
- The project arborist should directly supervise the irrigation, fertilization, placement of mulch and **chemical treatments**.
- Prior to any grading, or other work on the site that will come within 20' of a tree, irrigation will be required from April through October and placement of a 4-6" layer of chip mulch over the protected root zone (They are expensive to buy and bark and/or redwood and cedar will not be accepted)
- Clearance pruning should include removal of all the lower foliage that may interfere with equipment PRIOR to having grading or other equipment on site. The Project Arborist should approve the extent of foliage elevation and directly oversee the pruning to be performed by a contractor who is an ISA Certified Arborist.

During Construction:

- Any and all work to be performed inside the protected root zone fencing shall be supervised by the project arborist.
- The project arborist shall monitor the site a minimum of once per month during development and may require additional measures as a result of changing tree response.

Report Prepared by:



Nicole Harrison

Registered Consulting Arborist #719

ISA Certified Arborist #WC-6500AM, TRAQ

American Society of Consulting Arborists

Attachments

Appendix 1 – Tree Location Map

Appendix 2 – Tree Data

Appendix 3 – General Development Guidelines

Appendix 4 – Site Photos

Bibliography

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- Tree Care Industry Association. (2017). *Tree, Shrub, and Other Woody Plant Management - Standard Practices (Pruning)*. Londonderry: Tree Care Industry Association.
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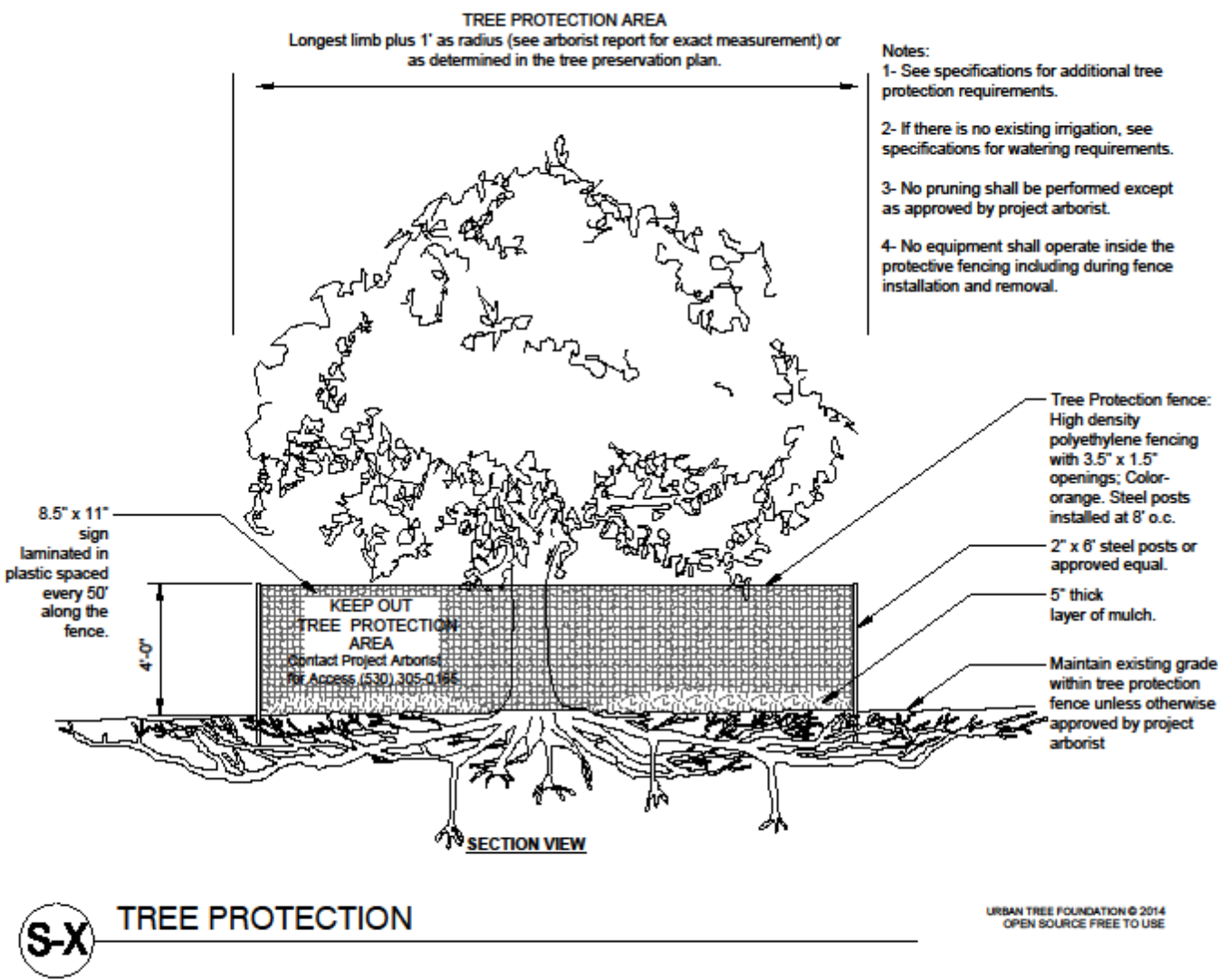


California Tree & Landscape Consulting, Inc.

359 Nevada Street, Suite 201
Auburn, CA 95603

TREE PROTECTION GENERAL REQUIREMENTS

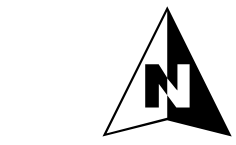
1. The project arborist for this project is California Tree & Landscape Consulting. The primary contact information is Nicole Harrison (530) 305-0165. The project arborist may continue to provide expertise and make additional recommendations during the construction process if and when additional impacts occur or tree response is poor. Monitoring and construction oversight by the project arborist is recommended for all projects and required when a final letter of assessment is required by the jurisdiction.
2. The project arborist should inspect the exclusionary root protection fencing installed by the contractors prior to any grading and/or grubbing for compliance with the recommended protection zones. Additionally, the project arborist shall inspect the fencing at the onset of each phase of construction. The root protection zone for trees is specified as the 'canopy radius' in Appendix 2 in the arborist report unless otherwise specified by the arborist. Note 'dripline' is not an acceptable location for installation of tree protection fencing.
3. The project arborist should directly supervise any clearance pruning, irrigation, fertilization, placement of mulch and/or chemical treatments. If clearance pruning is required, the Project Arborist should approve the extent of foliage elevation and oversee the pruning to be performed by a contractor who is an ISA Certified Arborist. Clearance pruning should include removal of all the lower foliage that may interfere with equipment PRIOR to having grading or other equipment on site.
4. No trunk within the root protection zone of any trees shall be removed using a backhoe or other piece of grading equipment.
5. Clearly designate an area on the site that is outside of the protection area of all trees where construction materials may be stored, and parking can take place. No materials or parking shall take place within the protection zones of any trees on or off the site.
6. Any and all work to be performed inside the protected root zone fencing, including all grading and utility trenching, shall be approved and/or supervised by the project arborist.
7. Trenching, if required, inside the protected root zone shall be approved and/or supervised by the project arborist and may be required to be performed by hand, by a hydraulic or air spade, or other method which will place pipes underneath the roots without damage to the roots.
8. The root protection zone for trees is specified as the 'canopy radius' in Appendix 2 in the arborist report unless otherwise specified by the arborist. Note 'dripline' is not an acceptable location for installation of tree protection fencing.



TREE INVENTORY MAP

>Tree locations are approximate and were collected using apple iOS products.
>Property line information was downloaded from Placer County on 05/15/2020.

Property Line Measured Tree Canopy	Arborist Rating 0 Dead 1 Extreme Structure or Health Problems 2 Major Structure or Health Problems 3 Fair - Minor Problems 4 Good - No Apparent Problems 5 Excellent
--	---



Sheet No.
TPP 1.0

Harvey Way Apartments

5251 FiddymenRoad

Prepared for USA Properties

Date: 11/8/2022

APPENDIX 2 – TREE INFORMATION DATA

Field Tag #	Old Tag #	Protected By Code	Off site	Species Common Name	Species Botanical Name	Multi Stems	DBH	Measured At	Canopy Radius	Arborist Rating	Roseville Rating	Dvlpmt Status	Notes
181	1674	Yes	No	Valley Oak	Quercus lobata	22,23,23		68	54	35	3 Fair - Minor Problems	TBD	Tree forks 3' above grade with weak attachments and inclusions; above average amount of dead branches; overextended/overweighted branches. Tree requires a crown clean out and reduction pruning and installation of a rotary cable support system.

APPENDIX 3

GENERAL DEVELOPMENT GUIDELINES

Definitions

Root zone: The roots of trees grow fairly close to the surface of the soil, and spread out in a radial direction from the trunk of tree. A general rule of thumb is that they spread 2 to 3 times the radius of the canopy, or 1 to 1 ½ times the height of the tree. It is generally accepted that disturbance to root zones should be kept as far as possible from the trunk of a tree. The root protection zone (RPZ) is normally calculated using the BMP's which include an analysis of tree species, age, and current condition.

Inner Bark: The bark on most large trees is quite thick, usually 1" to 2". If the bark is knocked off a tree, the inner bark, or cambial region, is exposed and/or removed. The cambial zone is the area where tissues responsible for adding new layers to the tree each year are located. Removing or damaging this tissue results in a tree that can only grow new tissue from the edges of the wound. In addition, the interior wood of the tree is exposed to decay fungi and becomes susceptible to decay. Tree protection measures require that no activities occur which can knock the bark off the trees.

Methods Used in Tree Protection:

No matter how detailed Tree Protection Measures are in the initial Arborist Report, they will not accomplish their stated purpose unless they are applied correctly and a Project Arborist oversees the construction. The Project Arborist should have the ability to enforce the Protection Measures. It is advisable for the Project Arborist to be present at the Pre-Construction meeting to answer questions the contractors may have about Tree Protection Measures. This also lets the contractors know how important tree preservation is to the developer.

Root Protection Zone (RPZ): Since in most construction projects it is not possible to protect the entire root zone of a tree, a Root Protection Zone is established for each tree to be preserved. The minimum Root Protection Zone is the area calculated as 1 to 1.25' for every inch of trunk diameter (ie. A 10" diameter tree will have an RPZ of 10') or the dripline, whichever is greater. The Project Arborist must approve work within the RPZ.

Irrigate, Fertilize, Mulch: Prior to grading on the site near any tree, the area within the Tree Protection fence should be fertilized with 4 pounds of nitrogen per 1000 square feet, and the fertilizer irrigated in. The irrigation should percolate at least 24 inches into the soil. This should be done no less than 2 weeks prior to grading or other root disturbing activities. After irrigating, cover the RPZ with at least 12" of leaf and twig mulch. Such mulch can be obtained from chipping or grinding the limbs of any trees removed on the site. Acceptable mulches can be obtained from nurseries or other commercial sources. Fibrous or shredded redwood or cedar bark mulch shall not be used anywhere on site.

Fence: Fence around the Root Protection Zone and restrict activity therein to prevent soil compaction by vehicles, foot traffic or material storage. The fenced area shall be off limits to all construction equipment, unless there is express written notification provided by the Project Arborist, and impacts are discussed and mitigated prior to work commencing.



No storage or cleaning of equipment or materials, or parking of any equipment can take place within the fenced off area, known as the RPZ.

The fence should be highly visible, and stout enough to keep vehicles and other equipment out. I recommend the fence be made of orange plastic protective fencing, kept in place by t-posts set no farther apart than 6’.

In areas of intense impact, a 6’ chain link fence is preferred.

In areas with many trees, the RPZ can be fenced as one unit, rather than separately for each tree.

Where tree trunks are within 3’ of the construction area, place 2” by 4” boards vertically against the tree trunks, even if fenced off. Hold the boards in place with wire. Do not nail them directly to the tree. The purpose of the boards is to protect the trunk, should any equipment stray into the RPZ.

Elevate Foliage: Where indicated, remove lower foliage from a tree to prevent limb breakage by equipment. Low foliage can usually be removed without harming the tree, unless more than 25% of the foliage is removed. Branches need to be removed at the anatomically correct location in order to prevent decay organisms from entering the trunk. For this reason, a contractor who is an ISA Certified Arborist should perform all pruning on protected trees.²

Expose and Cut Roots: Breaking roots with a backhoe, or crushing them with a grader, causes significant injury, which may subject the roots to decay. Ripping roots may cause them to splinter toward the base of the tree, creating much more injury than a clean cut would make. At any location where the root zone of a tree will be impacted by a trench or a cut (including a cut required for a fill and compaction), the roots shall be exposed with either a backhoe digging radially to the trunk, by hand digging, or by a hydraulic air spade, and then cut cleanly with a sharp instrument, such as chainsaw with a carbide chain. Once the roots are severed, the area behind the cut should be moistened and mulched. A root protection fence should also be erected to protect the remaining roots, if it is not already in place. Further grading or backhoe work required outside the established RPZ can then continue without further protection measures.

Protect Roots in Deeper Trenches: The location of utilities on the site can be very detrimental to trees. Design the project to use as few trenches as possible, and to keep them away from the major trees to be protected. Wherever possible, in areas where trenches will be very deep, consider boring under the roots of the trees, rather than digging the trench through the roots. This technique can be quite useful for utility trenches and pipelines.

Protect Roots in Small Trenches: After all construction is complete on a site, it is not unusual for the landscape contractor to come in and sever a large number of “preserved” roots during the installation of irrigation systems. The Project Arborist must therefore approve the landscape and irrigation plans. The irrigation system needs to be designed so the main lines are located outside the root zone of major trees, and the secondary lines are either laid on the surface (drip systems), or carefully dug with a hydraulic or air spade, and the flexible pipe fed underneath the major roots.

² International Society of Arboriculture (ISA), maintains a program of Certifying individuals. Each Certified Arborist has a number and must maintain continuing education credits to remain Certified.

Design the irrigation system so it can slowly apply water (no more than $\frac{1}{4}$ " to $\frac{1}{2}$ " of water per hour) over a longer period of time. This allows deep soaking of root zones. The system also needs to accommodate infrequent irrigation settings of once or twice a month, rather than several times a week.

Monitoring Tree Health During and After Construction: The Project Arborist should visit the site at least twice a month during construction to be certain the tree protection measures are being followed, to monitor the health of impacted trees, and make recommendations as to irrigation or other needs. A monitoring contract with the developer is recommended. After construction is complete, the arborist should monitor the site monthly for one year and make recommendations for care where needed.

Chemical Treatments: The owner or developer shall be responsible to contact an arborist with a pesticide applicators license to arrange for an application of a root enhancing hormone, such as Paclobutrazol, to mitigate the stress produced by the development. Additionally, at the discretion of the project arborist, an insect infestation preventative for both boring insects and leaf feeding insects and/or fungal preventative for leaf surfaces may be required. Roots pruned during the course of performing a cut may be required to be treated with a biofungicide such as Bio-Tam.

APPENDIX 4 – SITE PHOTOS

Site Photographs by Edwin Stirtz, October 27, 2022



Tree 181, Looking west



Looking south

RESOLUTION NO. 23-089

AMENDING THE WEST ROSEVILLE SPECIFIC PLAN

WHEREAS, Parcel F-22 of the West Roseville Specific Plan was subdivided into two parcels (F-22A and F-22B), as shown in Exhibit A, attached and incorporated herein by reference; and

WHEREAS, a proposal has been submitted to reallocate affordable housing units among Parcels F-22A and F-22B, which necessitates a Specific Plan Amendment to change the text within the West Roseville Specific Plan, as shown in Exhibit B, attached and incorporated herein by reference; and

WHEREAS, the project is exempt from environmental review pursuant to Section 15182 of the California Environmental Quality Act (CEQA) Guidelines, as a residential project pursuant to a Specific Plan. A project is eligible for this exemption if the public agency has prepared an EIR on a specific plan after January 1, 1980, and the criteria to require a subsequent or supplemental EIR are not met. The EIR for the West Roseville Specific Plan (SCH #2002082057) was certified by the City Council on February 4, 2004. No significant changes to the site or new, potentially significant impacts have been identified that would require the preparation of a subsequent or supplemental EIR, and the project is consistent with the previously completed analysis; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments to the West Roseville Specific Plan on February 9, 2023; and

WHEREAS, the Specific Plan Amendment as proposed and revised is consistent with the adopted City of Roseville General Plan; and

WHEREAS, on March 15, 2023, the City Council reviewed the findings of the Planning Commission recommending approval of the Specific Plan Amendment, and makes the following findings:

The Specific Plan Amendment is consistent with the objectives, policies, general land uses and programs specified in the City of Roseville General Plan and the West Roseville Specific Plan;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the proposed changes to the West Roseville Specific Plan are adopted as set forth in the attached Exhibits A and B.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 20____, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk

RESOLUTION NO. 23-089

AMENDING THE WEST ROSEVILLE SPECIFIC PLAN

WHEREAS, Parcel F-22 of the West Roseville Specific Plan was subdivided into two parcels (F-22A and F-22B), as shown in Exhibit A, attached and incorporated herein by reference; and

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AYES COUNCILMEMBERS:

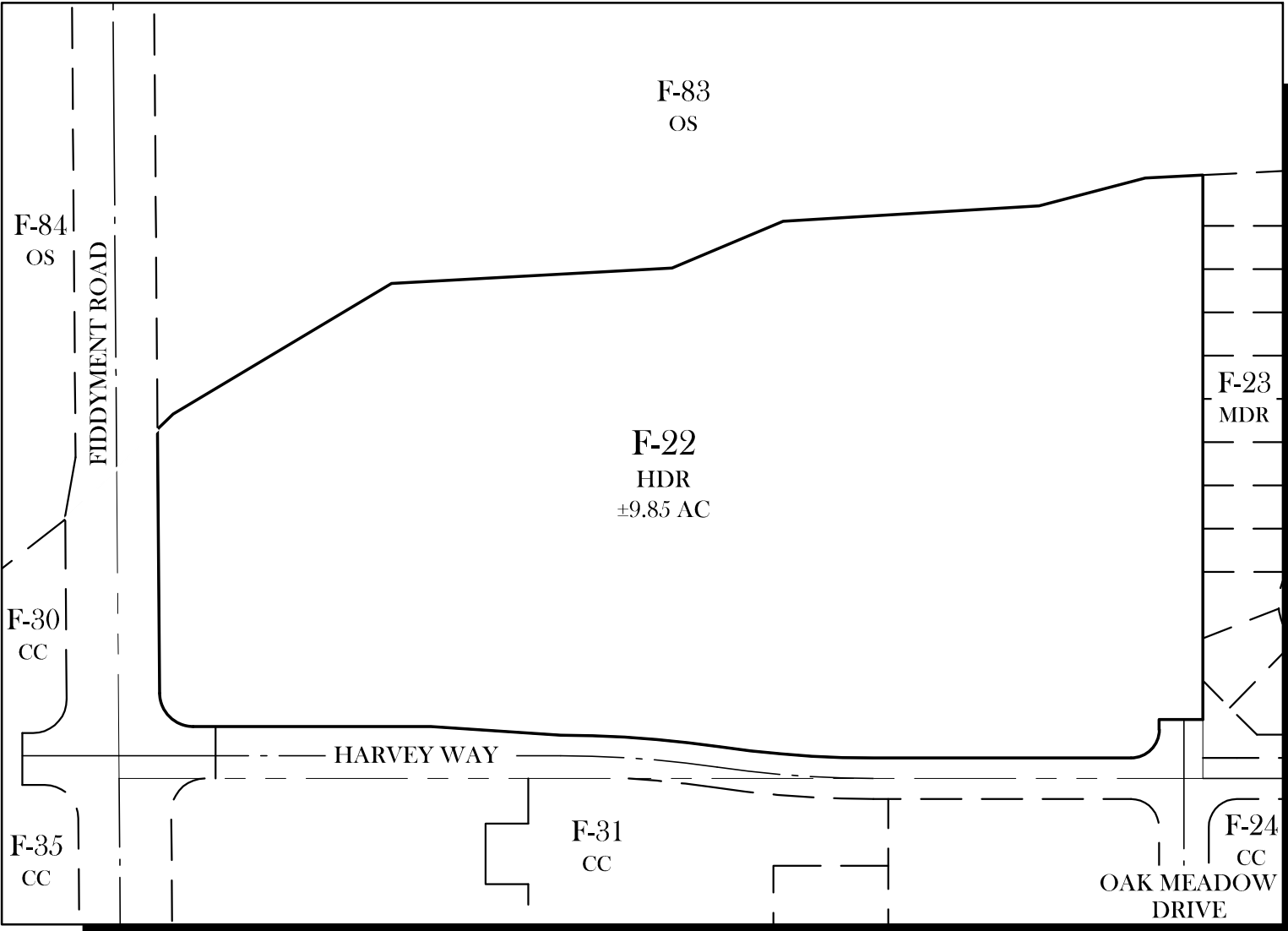
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ABSENT COUNCILMEMBERS:

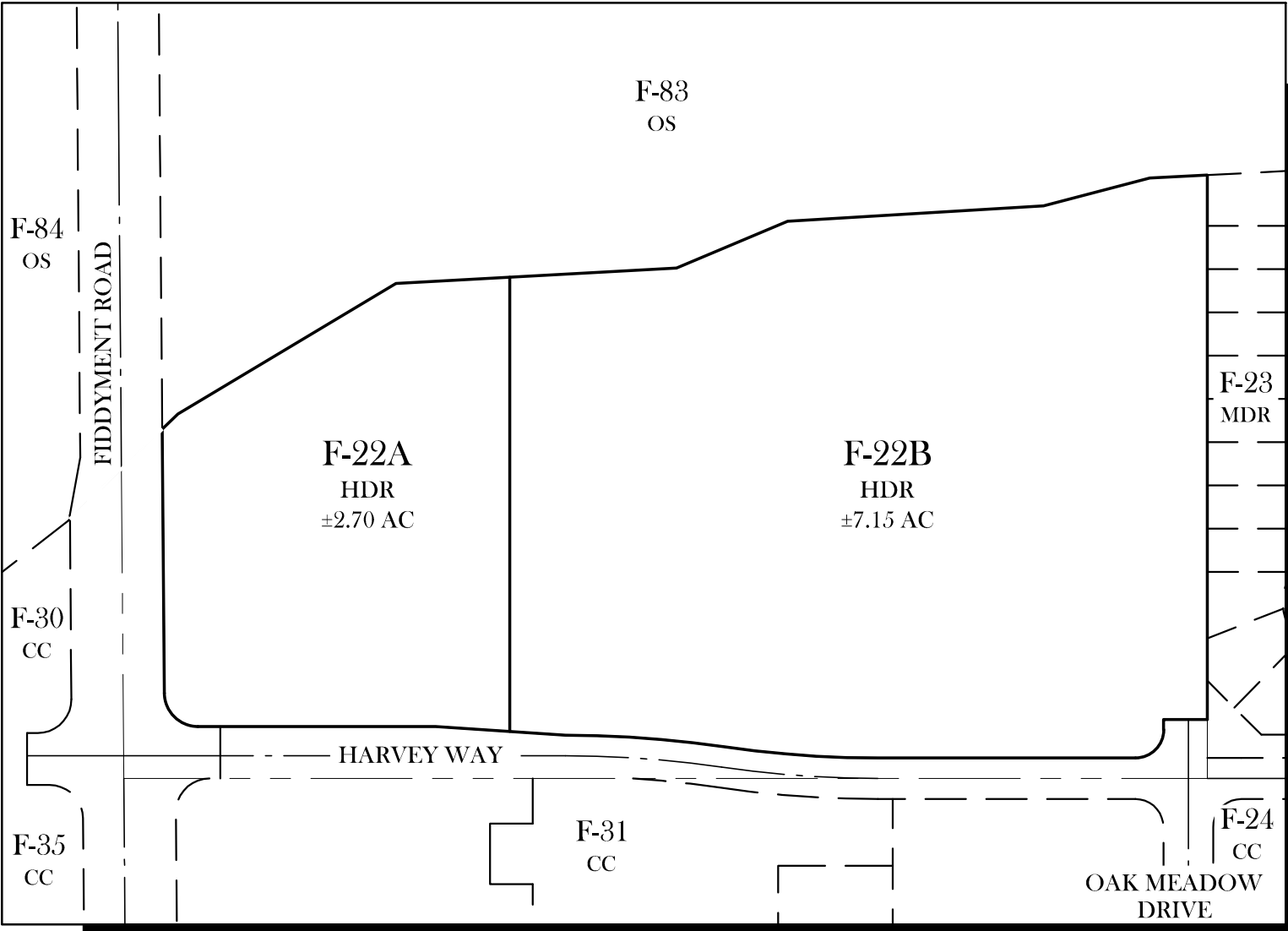
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ATTEST:

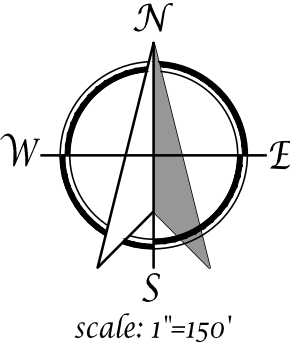
City Clerk



EXISTING

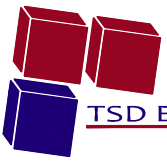


PROPOSED



PARCEL NO.	LAND USE	EXISTING ACRES	PROPOSED ACRES
F-22	HIGH DENSITY RESIDENTIAL	9.85	0
F-22A	HIGH DENSITY RESIDENTIAL	0	2.70
F-22B	HIGH DENSITY RESIDENTIAL	0	7.15
TOTALS		9.85	9.85

SPECIFIC PLAN AMENDMENT
JULY 25, 2022



TSD ENGINEERING, INC.
expect more.

785 Orchard Drive, Suite #110
Folsom, CA 95630
Phone: (916) 608-0707
Fax: (916) 608-0701

Table 4-2: Land Use, Zoning, and Units by Parcel

Parcel	General Plan Land Use (Specific Plan Land Use)	Zoning	Acres	Allocated Units	Density
F-1A	LDR (Residential)	RS/DS	19.34	93	4.8
F-1B	LDR (Residential)	RS/DS	20.94	83	4.0
F-2	LDR (Residential)	RS/DS	31.58	127	4.0
F-3	LDR (Residential)	RS/DS	24.58	135	5.5
F-4	LDR (Residential)	R1/DS	34.66	78	2.3
F-5	LDR (Residential)	R1/DS	51.61	157	3.0
F-6A	LDR (Residential)	RS/DS	32.35	179	5.5
F-6B	HDR (Residential)	R3	8.43	195	23.1
F-6C	MDR (Residential)	RS/DS	26.33	307	11.7
F-6D	CC (Commercial)	CC	5.05		
F-7	LDR (Residential)	RS/DS	20.99	131	6.2
F-8A	HDR (Residential)	R3	11.69	277	23.7
F-8B	MDR (Residential)	RS/DS	10.54	127	12.0
F-8C	LDR (Residential)	RS/DS	15.19	88	5.8
F-8D	LDR (Residential)	RS/DS	10.64	38	3.6
F-9A	LDR (Residential)	RS/DS	28.32	121	4.3
F-9B	LDR (Residential)	RS/DS	15.2	70	4.6
F-9C	LDR (Residential)	RS/DS	17.81	83	4.7
F-9D	LDR (Residential)	RS/DS	12.95	40	3.1
F-10A	LDR (Residential)	RS/DS	30.05	122	4.1
F-10B	LDR (Residential)	RS/DS	22.0	115	5.2
F-10C	LDR (Residential)	RS/DS	19.9	80	4.0
F-11A	LDR (Residential)	RS/DS	30.95	175	5.7
F-11B	MDR (Residential)	RS/DS	16.11	152	9.4
F-12	LDR (Residential)	RS/DS	19.84	97	4.9
F-13A	LDR (Residential)	RS/DS	21.84	93	4.3
F-13B	LDR (Residential)	RS/DS	31.9	161	5.0
F-14	LDR (Residential)	RS/DS	104.62	422	4.0
F-15A	LDR (Residential)	R1/DS	19.88	76	3.8
F-15B	LDR (Residential)	R1/DS	9.94	45	4.5
F-15C	LDR (Residential)	R1/DS	12.39	46	3.7
F-16	LDR (Residential)	RS/DS	29.14	110	3.8
F-17	MDR (Residential)	RS/DS	17.13	131	7.6
F-19A	LDR (Residential)	RS/DS	31.28	155	5.0
F-19B	LDR (Residential)	RS/DS	32.62	143	4.4
F-20A	HDR (Residential)	R3	6.92	156	22.5
F-20B	HDR (Residential)	R3	0.49		
F-21	HDR (Residential)	R3	14.46	343	23.7
F-22A	HDR (Residential)	R3	2.70	82	30.4
F-22B	HDR (Residential)	R3	7.15	162	22.7
F-23	MDR (Residential)	RS/DS	10.83	96	8.9
F-24	HDR (Residential)	R3	11.98	300	25.0
F-25	HDR (Residential)	R3	5.49	137	25.0
F-26	HDR (Residential)	R3	5.60	140	25.0
F-30	CC (Commercial)	CC	8.46		
F-31	CC (Commercial)	CC	13.35		
F-32	CC (Commercial)	CC	4.67		
F-33	CC (Commercial)	CC	4.68		
F-34	CC (Commercial)	CC	5.29		
F-35	CC (Commercial)	CC	2.02		
F-50	PR (Park)	P/R	7.79		
F-51	PR (Park)	P/R	11.83		
F-52	PR (Park)	P/R	6.34		
F-53	PR (Park)	P/R	6.31		
F-54	PR (Fiddymont Park)	P/R	95.56		

Table 5-3: Affordable Housing Allocation

Parcel	Land Use	Total Units in Parcel	Total Affordable Allocation	Very Low-Income Rental	Low-Income Rental	Middle-Income Purchase
W-27	HDR	170	150	89	61	
W-25(Senior)	VC-HDR	232	150	75	75	
Subtotal			300	164	136	
F-6B	HDR	195	195	66	66	63
F-8A	HDR	277	53			53
F-20	HDR	156	154	78	76	
F-22A	HDR	82	81	81		
F-22B	HDR	162	103	10	93	
Subtotal			586	235	235	116
TOTAL			886	399	371	116

Note: The WRSP (Section 5.4) allows for the transfer of affordable units. Check with the City of Roseville to confirm current affordable housing allocations.

Last Updated: February 2023,

Parcel F-22 DAA (File #PL22-0304)

1. The obligation for 162 affordable units was transferred from WRSP Parcel W-16 to the Sierra Vista Specific Plan via specific plan amendments approved in 2016. This obligation, combined with the affordable allocation identified in Table 5-3 above, meets the total affordable housing goal identified in Table 5-2.

A *Supplemental Affordable Housing Development Agreement* (or substitute form as specified by the City) is required for each parcel with an affordable housing allocation to detail and secure specific requirements and obligations. Among other provisions, the Supplemental Affordable Housing Development Agreement will:

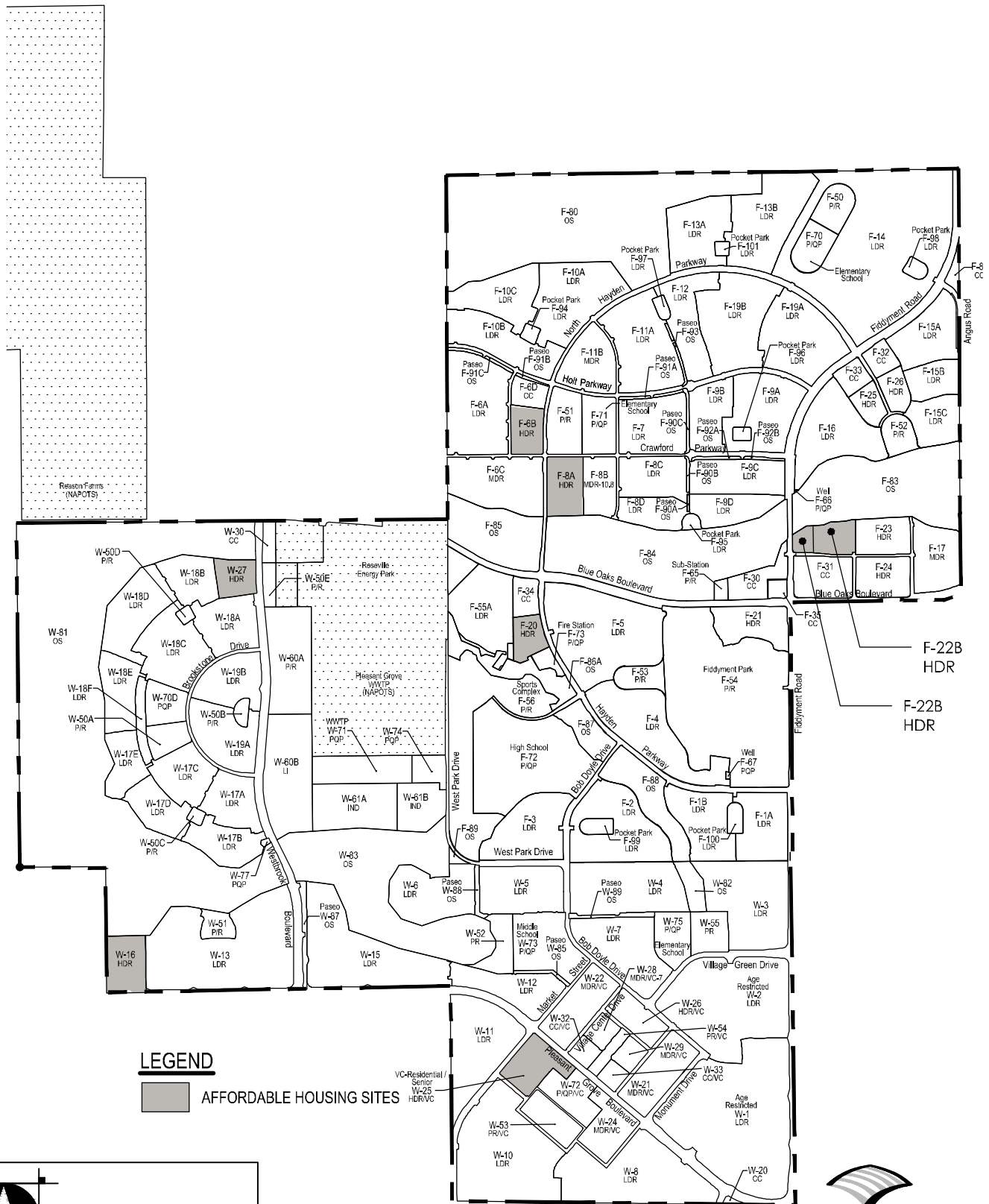
- Specify the number of affordable units to be reserved at each income level;
- Specify the term of the affordability obligation;
- Set initial rent or purchase prices for the designated affordable units;
- Establish criteria and a basis for annual rent or purchase price increases;
- Provide the City with a mechanism to monitor actual rents and purchase prices paid; and
- Identify any City or other subsidies required to assist in meeting the affordability requirement and, if applicable, the basis and terms for refunding such subsidies.

Supplemental Affordable Housing Development Agreements require City approval prior to the issuance of building permits, or recordation of a final map where a subdivision map is required, for any large-lot WRSP parcel with an affordable housing allocation.

Figure 5-1

AFFORDABLE HOUSING DISTRIBUTION

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)



Note: Underlying parcel basemap used in this figure is not regularly updated. Refer to Figure 4-1 for the most up to date parcel basemap.

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3301 C St, Bldg. 100-B
Sacramento, CA 95816

Tel 916.341.7760
Fax 916.341.7767

ORDINANCE NO.

ADOPTING A TENTH AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15, LLC, TAYLOR MORRISON OF CALIFORNIA, LLC, AND WEST ROSEVILLE DEVELOPMENT COMPANY, INC. RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Tenth Amendment of the Development Agreement by and between the City of Roseville and Jen California 15, LLC, Taylor Morrison of California, LLC, and West Roseville Development Company, Inc., pertaining to property located within the West Roseville Specific Plan area.

SECTION 2. The Tenth Amendment to Development Agreement is exempt from environmental review pursuant to Section 15182 of the California Environmental Quality Act (CEQA) Guidelines, as a residential project pursuant to a Specific Plan. A project is eligible for this exemption if the public agency has prepared an EIR on a specific plan after January 1, 1980, and the criteria to require a subsequent or supplemental EIR are not met. The EIR for the West Roseville Specific Plan (SCH #2002082057) was certified by the City Council on February 4, 2004. No significant changes to the site or new, potentially significant impacts have been identified that would require the preparation of a subsequent or supplemental EIR, and the Development Agreement Amendment is consistent with the previously completed analysis.

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Tenth Amendment to Development Agreement, and makes the following findings:

1. The Tenth Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the West Roseville Specific Plan;
2. The Tenth Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Tenth Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The Tenth Amendment to the Development Agreement will not adversely affect the orderly development of the property or the preservation of property values; and
5. The provisions of the Tenth Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Tenth Amendment to Development Agreement by and between the City of Roseville and Jen California 15, LLC, Taylor Morrison of California, LLC, and West Roseville Development Company, Inc., a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____ 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

**Recording Requested By And
When Recorded Mail To:
CITY OF ROSEVILLE
City Clerk
311 Vernon Street
Roseville, CA 95678**

**Exempt from Recording Fees
Pursuant to Cal. Govt Code § 27383**

(THIS SPACE RESERVED FOR RECORDER'S USE)

**DEVELOPMENT AGREEMENT AMENDMENT TEN – WEST ROSEVILLE SPECIFIC PLAN
PARCELS F-22A and F-22B**

**TENTH AMENDMENT OF DEVELOPMENT AGREEMENT
BY AND AMONG THE CITY OF ROSEVILLE AND JEN CALIFORNIA 15, LLC,
TAYLOR MORRISON OF CALIFORNIA, LLC, AND
WEST ROSEVILLE DEVELOPMENT COMPANY, INC
RELATIVE TO THE WEST ROSEVILLE SPECIFIC PLAN**

This Tenth Amendment of Development Agreement ("Tenth Amendment") is entered into this _____ day of _____, 2023, by and between the CITY OF ROSEVILLE, a municipal corporation ("City") and West Roseville Development Company, Inc., a Delaware corporation ("Developer"), pursuant to Sections 65864 through 65869.5 of the Government Code of California.

RECITALS

A. Developer's predecessor in interest, Roseville Fiddymment Land Venture, LLC ("RFLV") and City entered into a Development Agreement (the "Development Agreement") which was approved by the City Council of City on February 23, 2004, and recorded on June 21, 2004, in the Official Records of Placer County as Document No. 2004-0080708. The Development Agreement governs a portion of the West Roseville Specific Plan Area ("Specific Plan", "WRSP", or "Plan Area"). Except as otherwise defined herein, all capitalized terms used herein shall the meanings ascribed thereto in the Development Agreement.

B. Certain terms of settlement agreements arising out of two lawsuits regarding the WRSP (Catalano v. Roseville and Defenders of Wildlife v. Norton) imposed additional conditions on the WRSP that required implementation through the amendment of Development Agreement.

C. On January 4, 2006, City and RFLV, by Ordinance No. 4324, entered into the First Amendment of the Development Agreement ("First Amendment"). The First Amendment was recorded on March 2, 2006, in the Official Records of Placer County as Instrument No. 2006-0022488.

D. On June 18, 2008, City and RFLV, by Ordinance No. 4668, entered into the Second Amendment of the Development Agreement ("Second Amendment"). The Second Amendment was recorded on July 22, 2008, in the Official Records of Placer County as Instrument No. 2008-0059263.

E. On September 2, 2009, City and RFLV, by Ordinance No. 4767, entered into the Third Amendment of the Development Agreement ("Third Amendment"). The Third Amendment was recorded on September 10, 2009, in the Official Records of Placer County as Instrument No. 2009-0078876.

F. On July 17, 2013, City and ATC Realty One, LLC, by Ordinance No. 5211, entered into the Fourth Amendment of the Development Agreement ("Fourth Amendment"). The Fourth Amendment was recorded on August 20, 2013, in the Official Records of Placer County as Instrument No. 2013-082174.

G. On May 7, 2014, City and ATC Realty One, LLC, by Ordinance No. 5337, entered into the Fifth Amendment of the Development Agreement ("Fifth Amendment"). The Fifth Amendment was recorded on June 18, 2014, in the Official Records of Placer County as Instrument No. 2014-0040699.

H. On August 6, 2014, City and West Roseville Development Company, Inc., by Ordinance No. 5385, entered into the Sixth Amendment of the Development Agreement ("Sixth Amendment"). The Sixth Amendment was recorded on August 14, 2014, in the Official Records of Placer County as Instrument No. 2014-0055752.

I. On September 15, 2017, City and ATC Realty One, LLC and Fiddymment 116 Lots, LLC, by Ordinance No. 5863, entered into the Seventh Amendment of the Development Agreement ("Seventh Amendment"). The Seventh Amendment was recorded on September 22, 2017, in the Official Records of Placer County as Instrument No. 2017-0073441.

J. On April 1, 2020, City and ATC Realty One, LLC, and Roseville Schools, LLC, by Ordinance No. 6208, entered into the Eighth Amendment of the Development Agreement ("Eighth Amendment"). The Eighth Amendment was recorded on June 9, 2020, in the Official Records of Placer County as Instrument No. 2020-0054607.

K. On April 1, 2020, City, Taylor Morrison of California, JEN California 15, LLC, and Developer, by Ordinance No. 6209, entered into the Ninth Amendment of the Development Agreement ("Ninth Amendment"). The Ninth Amendment was recorded on August 27, 2020, in the Official Records of Placer County as Instrument No. 2020-0092428.

L. This Tenth Amendment affects that property owned by Developer within the Plan Area (the "Tenth Amendment Property") as described in Exhibit "A" and depicted in Exhibit "B" attached to this Tenth Amendment.

M. This Tenth Amendment affects the Tenth Amendment Property and shall run with the land described herein.

N. The Tenth Amendment is authorized by Section 1.4 of the Development Agreement.

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. AMENDMENT OF DEVELOPMENT AGREEMENT. The following sections and exhibits of the Development Agreement are hereby amended as follows:

a. REVISED SECTION 2.6.1. Section 2.6.1 is revised in its entirety to read as follows:

"2.6.2.1 Affordable Obligation. Developer agrees that 586 affordable rental units will be reserved within the Property, including 235 units for rental to very low income households and 235 units for rental to low income households, and 116 units for rental to middle-income households, as follows:

Parcel F-6B	66 very low income rental units 66 low income rental units 63 middle-income rental units
Parcel F-8A	0 very low income rental units 0 low income rental units 53 middle-income rental units

Parcel F-20	78 very low income rental units 76 low income rental units
Parcel F-22A	81 very low income rental units
Parcel F-22B	10 very low income rental units 93 low income rental units"

2. EXHIBITS. The following revised exhibits (Revised Exhibits) are attached hereto and incorporated herein by reference and hereby replace and supersede the respective exhibits previously attached to the Development Agreement. Accordingly, all references to the applicable exhibits in the Development Agreement, as amended hereby, shall mean and refer to the corresponding Revised Exhibits below:

Revised Exhibit D	Land Use Plan
Revised Exhibit E	Affordable Housing Sites

3. CONSISTENCY WITH GENERAL PLAN. The City Council has found and determined that this Amendment of the Development Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan and the Creekview Specific Plan.
4. AMENDMENT. This Amendment amends, but does not replace or supersede, the Development Agreement, except as specified herein. In the event of any conflict, the language of this Amendment shall be controlling in all events or circumstances. As amended hereby, the Development Agreement remains in full force and effect.
5. FORM OF AMENDMENT. This Amendment is executed in two duplicate originals, each of which is deemed to be an original.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has authorized of this Amendment in duplicate by its City Manager and attested to by its City Clerk under the authority of Ordinance No. _____, adopted by the Council of the City of Roseville on the ____ day of _____, 2023.

[Signatures on the following page]

CITY:

CITY OF ROSEVILLE,
a municipal corporation

BY: _____
Dominick Casey
City Manager

ATTEST:

BY: _____
Carmen Avalos
City Clerk

APPROVED AS TO FORM:

BY: _____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
Mike Isom
Development Services Director

DEVELOPER:

WEST ROSEVILLE DEVELOPMENT COMPANY, INC.
a California corporation

BY: _____
James C. Ghielmetti
ITS: President

BY: _____
Donald H. Kuemmeler
ITS: Vice President

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda)

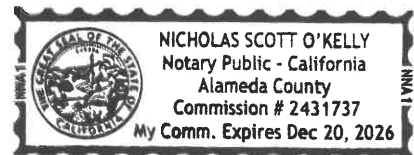
On February 14, 2023 before me, Nicholas Scott O'Kelly, Notary Public
(insert name and title of the officer)

personally appeared James C. Ghielmetti,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Nicholas Scott O'Kelly (Seal)



CITY:

CITY OF ROSEVILLE,
a municipal corporation

BY: _____
Dominick Casey
City Manager

ATTEST:

BY: _____
Carmen Avalos
City Clerk

APPROVED AS TO FORM:

BY: _____
Michelle Sheidenberger
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____
Mike Isom
Development Services Director

DEVELOPER:

WEST ROSEVILLE DEVELOPMENT COMPANY, INC.
a California corporation

BY: _____
James C. Ghielmetti
ITS: President

BY: _____
Donald H. Kuemmeler
ITS: Vice President

SEE ATTACHED ON NOV 14.

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

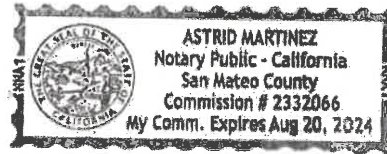
STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On this 24th day of FEBRUARY, 20 23, before me, Astrid Martinez, Notary Public, personally appeared Donald H. Kuemmel, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



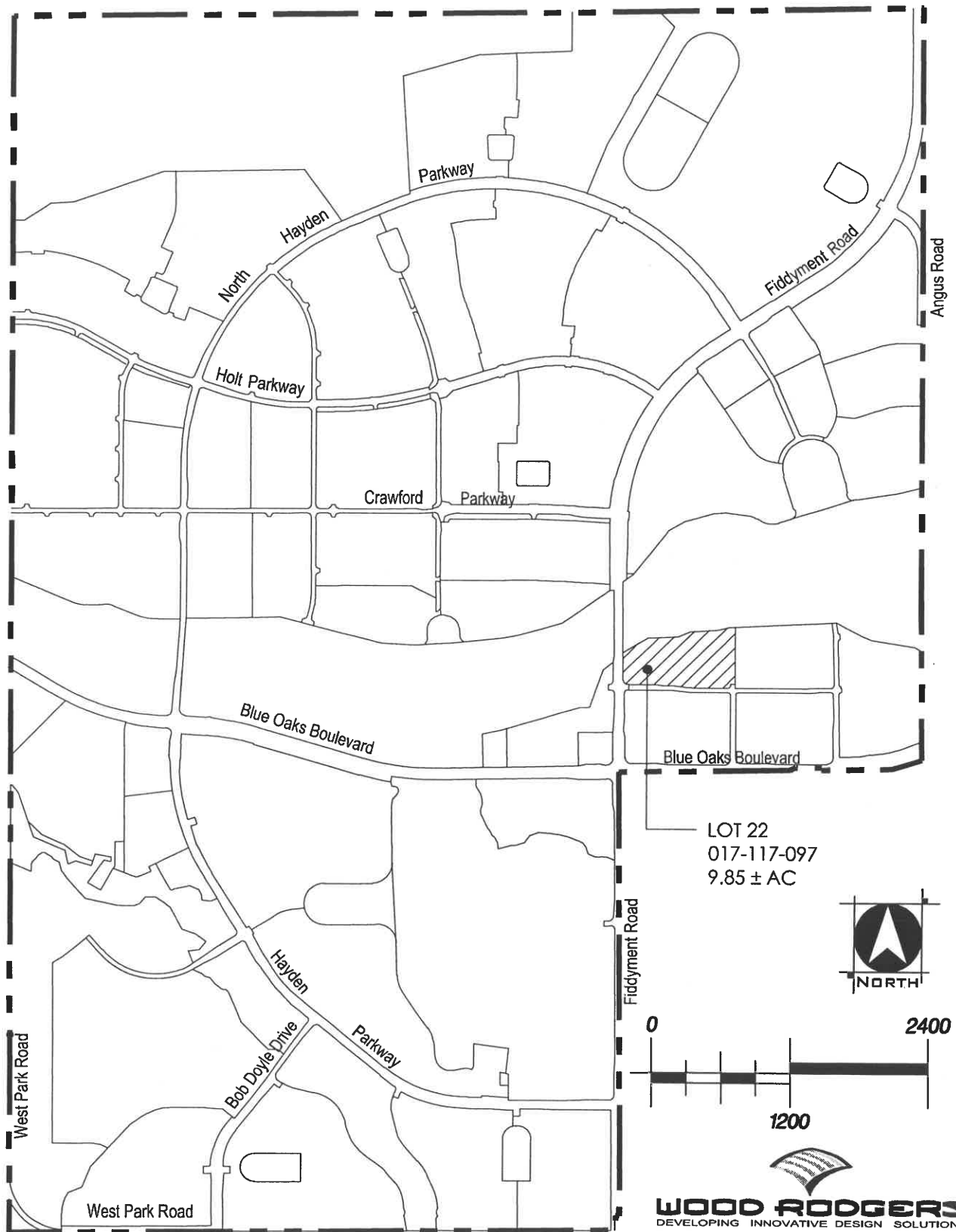
 (Seal)
Signature of Notary Public

Exhibit A
Tenth Amendment Property
Legal Description

Lot 22, as shown on the Final Map of Fiddymment Ranch Phase 1 Large Lot Subdivision , Subdivision No. 03-11, recorded in Book AA of Maps, at page 10, Placer County records.

EXHIBIT B

WRSP FIDDYMENT RANCH DEVELOPMENT AGREEMENT AMENDMENT NO.10
PROPERTIES SUBJECT TO DEVELOPMENT AGREEMENT AMENDMENT NO.10
NOVEMBER 2022



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3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

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Sacramento, CA 95816

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Exhibit E

AFFORDABLE HOUSING SITES

(ORIGINAL EXHIBITS ARE AVAILABLE AT THE ROSEVILLE CITY CLERK DEPARTMENT)

