



AGENDA

September 6, 2023

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

THE CITY OF ROSEVILLE WELCOMES YOUR PARTICIPATION

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

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

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

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

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

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

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

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

1. CALL TO ORDER

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

5.1. Placer Business Alliance Update

CONTACT: Carmen Avalos 916-774-5269 cavalos@roseville.ca.us

5.2. Proclamation - Prostate Cancer Awareness Month - September 2023

Proclaim September 2023 as Prostate Cancer Awareness Month and urge citizens to acquaint themselves with the issues involved in Prostate Cancer Awareness.

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

6. **PUBLIC COMMENTS**

7. **CONSENT CALENDAR**

BEGINNING OF CONSENT CALENDAR

Bids / Purchases / Services

7.1. Roseville Transit Comprehensive Operational Analysis - Contract Purchase Agreement

Memo from Alternative Transportation Manager Ed Scofield and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-362 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND INNOVATE MOBILITY, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3003167). Staff requests Council approve an agreement with Innovate Mobility to develop a Comprehensive Operational Analysis (COA) of Roseville Transit. The contract would be for a not-to-exceed amount of \$156,959.18. Funding for the COA would be provided by a combination of a Caltrans Sustainable Communities grant and Local Transportation Funds. No General Fund resources will be used for this request.

CC #: 2909

File #: 0721

CONTACT: Ed Scofield 916-869-9109 ecscofield@roseville.ca.us

7.2. Active Transportation Plan - Contract Purchase Agreement

Memo from Alternative Transportation Manager Ed Scofield and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-356 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ALTA PLANNING + DESIGN, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

(3003166). Staff requests Council approve a contract purchase agreement with Alta Planning + Design, Inc. to develop an Active Transportation Plan (ATP) for the City for a not-to-exceed amount of \$364,957. Funding will cover the base cost of the proposal in the amount of \$329,957, as well as optional tasks to provide Project Data Sheets, Interactive Map Development, Interactive PDF Comment Tool and Updated Bicycle Design Guidelines. The optional tasks add an additional \$35,000 to the base cost. Funding for the ATP would be covered by a combination of local developer funds and Local Transportation Funds. No General Fund resources will be used for this request.

CC #: 2901

File #: 0721

CONTACT: Ed Scofield 916-869-9109 ecscofield@roseville.ca.us

7.3. Galleria On-Route Bus Charging Project - Approval of Plans and Specifications and Authorization to Call for Bids

Memo from Associate Engineer Cathy Gosalvez and Public Works Director Jason Shykowski recommending the City Council approve the plans and specifications for the Galleria On-Route Bus Charging project and authorize staff to call for bids. The project will construct two overhead bus charging systems at the Galleria Transfer Point. The engineer's estimate for construction is approximately \$2,750,000. The project is being funded with state and local sources including: Solutions for Congested Corridors, South Placer Regional Transportation Authority, Low Carbon Transit Operations Program and Placer County Clean Air Funds. No General Fund resources will be used for the project. Construction of the project is anticipated to begin in early 2024 and be complete by the spring of 2025.

CC #: 2899

File #: 0721

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

7.4. Security Guard Services - Contract Purchase Agreement

Memo from Senior Buyer Joanna Oukrop and Assistant City Manager/Chief Financial Officer Dennis Kauffman recommending the City Council adopt RESOLUTION NO. 23-363 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND AMERICAN GUARD SERVICES, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002180). Staff requests Council approve a contract purchase agreement with American Guard Services, Inc. for security guard services piggybacking on the County of Riverside contract number RIVCO-99046-025-06/28. Staff also requests authority for the City Manager or designee to execute two additional one-year renewals utilizing the same Riverside contract without further Council approval, based on staff's determination that continuing this service is in the City's best interest and contingent upon Council approval of budgets each year. Funding is included in the Facility Services Fund, the Electric Department's Electric Construction and Maintenance budget in the Electric Fund, and the Pleasant Grove Wastewater Treatment Plant operating budget in the Wastewater Operations Fund. The estimated total spend is \$265,816 for the

remainder of FY2023-24, \$370,658 for FY2024-25, and \$387,476 for FY2025-26.

CC #: 2914

File #: 0203-14

CONTACT: Joanna Oukrop 916-746-1102 joukrop@roseville.ca.us

7.5. Fleet Management Information System Replacement Project - Contract Purchase Agreement Amendment

Memo from Fleet Services Manager Brandy LeBeau and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-348 APPROVING A CONTRACT PURCHASE AGREEMENT AMENDMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TT FASTER LLC DBA FASTER ASSET SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3002584). Staff requests approval of a contract purchase agreement amendment with FASTER Asset Solutions to add FASTER's motor pool management software module to the Fleet Management Information System Replacement project in the amount of \$78,639. Additionally, staff requests approval for a 10% contingency should other items surface that marginally increase costs. Funding for this project was approved with the FY2020-21 budget process. Funds are provided by the Fleet Services and Fleet Replacement Funds. This project will not impact the General Fund.

CC #: 2891

File #: 0203-02

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

7.6. Avaya Voice Over Internet Protocol Phones - Purchase Order

Memo from Information Technology Program Manager Karl Grover and Chief Information Officer Hong Sae recommending the City Council approve a purchase order to Atlas Systems, Inc. as the lowest responsive and responsible bidder for Request for Quotations 10-3347 for the purchase of Avaya Voice Over Internet Protocol phones. The bid award of this new phone equipment allows for the complete deployment of a phone system for continuation of a high performing and reliable telecommunications environment. The cost of the new 1,292 devices is \$174,931 and is budgeted in the Phone System Upgrade capital improvement project in the Information Technology Replacement Fund, enterprise funds, and other internal service funds.

CC #: 2902

File #: 0203-05

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

7.7. Personal Protective Equipment - Purchase Order

Memo from Fire Division Chief Ryan Harrigan and Fire Chief Rick Bartee recommending the City Council adopt RESOLUTION NO. 23-359 APPROVING A PURCHASE ORDER FOR PERSONAL PROTECTIVE EQUIPMENT. Staff requests Council approve a purchase order, not to exceed \$700,000, for the purchase of personal protective equipment to Allstar Fire

Equipment, a Lion Corporation authorized reseller, based on the Master Price Agreement (Contract # PS20065) as a qualified government member of National Purchasing Partners. The initial contract term ended on April 13, 2023 with possible extensions through June 13, 2026. The purchase total of the contract extension of July 1, 2023 to April 13, 2024 will not exceed \$300,000, which is included as part of the Fire Department's annual budget. For the remaining extended terms of the contract, annual spend will not exceed \$200,000 for April 14, 2024 - April 13, 2025 and \$200,000 for April 14, 2025 - April 13, 2026, for a combined total of \$700,000 over the terms of the contract extensions.
CC #: 2907

File #: 0203-12

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

7.8. Outage Management System and Interactive Voice Response Software Maintenance and Support Services - Sole Source Contract Purchase Agreement

Memo from Senior Electric Business Analyst Steve Hancock and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 23-364 APPROVING A 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 (3003109). Staff requests Council approval a sole source contract purchase agreement with DataVoice International, Inc. for software maintenance and support services. The total cost of the agreement is \$455,131.63. The first year cost of the agreement is \$142,961.31 and funding is included in the FY2023-24 Electric Fund budget. Funding for future year services is contingent on the approval of the respective Electric Department budgets.

CC #: 2915

File #: 0203-07

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

Resolutions

7.9. Federico Phase 1 - Village 20B - Notice of Completion

Memo from Senior Construction Inspector Andrew Druck and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-347 ACCEPTING THE PUBLIC WORK KNOWN AS FEDERICO – PHASE 1 – VILLAGE 20B PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2890

File #: 0400-04-12-1

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

7.10. Downtown Roseville Specific Plan - The Belvedere Townhomes - Final Map and Subdivision Agreement

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-369 APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND OLD ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approve the final map and Subdivision Agreement on file with the City Clerk and accept, on behalf of the public, the public utility and access easements offered thereon on the Belvedere final map. The Engineering Department has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 18 residential lots and 1 common area lot. The actions requested have no fiscal impact on the City's General Fund.

CC #: 2919

File #: 0401-02-02-1

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

7.11. Downtown Roseville Specific Plan - The Belvedere Townhomes - Access Easement and Maintenance Agreement

Memo from Associate Engineer David Samuelson and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-368 APPROVING AN ACCESS EASEMENT AND MAINTENANCE AGREEMENT, BETWEEN THE CITY OF ROSEVILLE AND OLD ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE. Staff requests Council approval and execution of an Access Easement and Maintenance Agreement with Old Roseville, LLC. Under terms of the agreement, Old Roseville, LLC agrees to provide maintenance of the access agreement area, including drive aisle, landscape improvements, and related appurtenances. Therefore, approval and execution of the proposed easement and maintenance agreement will not result in a fiscal impact to the General Fund.

CC #: 2918

File #: 0401-02-02-1

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

7.12. Sierra Vista Village - FD-24 Phase 1 - Notice of Completion

Memo from Construction Inspector Supervisor Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-349 ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA VILLAGE FD-24 PHASE 1 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND

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

CC #: 2892

File #: 0400-04-12-1

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

7.13. Sierra Vista Village - FD-24 Phase 2 - Notice of Completion

Memo from Construction Inspection Supervisor Ignacio Vizcarra and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-350 ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA VILLAGE FD-24 PHASE 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2893

File #: 0400-04-12-1

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

7.14. Creekview Phase 3 Village 21 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-351 ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW PHASE 3 VILLAGE 21 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2895

File #: 0400-04-13-1

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

7.15. Creekview Phase 3 Village 9 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-354 ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW

PHASE 3 VILLAGE 9 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2898

File #: 0400-04-13-1

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

7.16. Creekview Phase 3 Village 22 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-352 ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW PHASE 3 VILLAGE 22 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2896

File #: 0400-04-13-1

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

7.17. Creekview Phase 3 Village 5 - Notice of Completion

Memo from Construction Inspector Troy Galvin and Development Services Director Mike Isom recommending the City Council adopt RESOLUTION NO. 23-353 ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW PHASE 3 VILLAGE 5 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION. The Engineering Division has made final inspection of the project and has found the civil improvement work complete in accordance with the improvement plans and City specifications. This action has no impact to the City's General Fund. Construction costs were paid by the developer.

CC #: 2897

File #: 0400-04-13-1

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

7.18. Higher Education Task Force - Dissolution

Memo from Assistant City Clerk Helen Dreyer and City Clerk Carmen Avalos recommending the City Council adopt RESOLUTION NO. 23-362 DISSOLVING THE HIGHER EDUCATION TASK FORCE. Staff requests Council begin the process of dissolving the Higher Education Task Force (HETF). The HETF was created with the purpose of identifying policy recommendations that would guide the City in attracting higher education facilities and related investment opportunities to the community. Board members are appointed by the City Council and receive no compensation for their service.

CC #: 2910

File #: 0103-40

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

7.19. Electric Generation Turbine Controls Maintenance and Support Services - Support Services Program Agreement

Memo from Power Generation Superintendent Matt Garner and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 23-358 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 approval of a Confirmation under the Support Services Program Agreement with the Northern California Power Agency for Siemens Energy T3000 Maintenance and Support services. The total cost of the services will not exceed \$1,196,537.12 over five years. Costs for the first year of the agreement will not exceed \$239,307.42 and funding is included in the FY2023-24 Electric Fund budget. Future annual costs are not to exceed \$239,307.42 per year, with funding contingent on approval of the respective Electric Department budgets.

CC #: 2905

File #: 0800-03

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

7.20. 2022 Power Source Disclosure Reports and 2022 Power Content Labels

Memo from Electric Resources Planner David Siao and Electric Utility Director Dan Beans recommending the City Council adopt RESOLUTION NO. 23-355 APPROVING SUBMISSION OF THE 2022 ANNUAL POWER CONTENT LABEL REPORTS AND ATTESTATION OF THE VERACITY OF THE ANNUAL REPORTS. Staff requests Council approval of the 2022 Power Source Disclosure Reports and 2022 Power Content Labels, which are state mandated reports detailing Roseville Electric Utility's 2022 energy supply. There is no fiscal impact with the approval of the 2022 Power Source Disclosure Reports and 2022 Power Content Labels.

CC #: 2900

File #: 0800-03

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

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

7.21. Church Street Wet Weather Upgrades Project – Professional Design Services Agreement and Budget Adjustment

Memo from Principal Engineer Tracie Mueller and Environmental Utilities Director Richard Plecker recommending the City Council adopt RESOLUTION NO. 23-357 APPROVING A PROFESSIONAL DESIGN SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND WATER WORKS ENGINEERS, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6706 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approval of a sole source professional design services agreement with Water Works Engineers for the design of the Church Street Wet Weather Upgrades Project for a not-to-exceed amount of \$347,000. This item also requests approval of a \$110,000 budget adjustment for the project using available resources in the Wastewater Rehabilitation Fund. The project is funded by the Wastewater Rehabilitation Fund, which has adequate resources to fund the requested budget amendment.

CC #: 2903

File #: 0900-02 & 0201-01

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

7.22. Sacramento Urban Area Security Initiative - Grant Award and Budget Adjustment

Memo from Management Analyst Mark Peinado and Police Chief Troy Bergstrom recommending the City Council adopt RESOLUTION NO. 23-360 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; and adopt ORDINANCE NO. 6708 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve the City of Sacramento Grant Subaward Agreement and budget adjustment to appropriate grant funding for the purchase of new gas masks. The recommended budget adjustment will add a total of \$25,000 to the Police Department's budget in the City's Grants Fund. The City will be reimbursed for the purchases by Federal Homeland Security funds administered by the City of Sacramento. There will be no net fiscal impact on the City.

CC #: 2908

File #: 0323 & 0214 & 0201-01

CONTACT: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

Ordinances (for second reading and adoption)

7.23. Second Reading - Infill Parcel 175 Rezone

ORDINANCE NO. 6707 AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 2904

File #: 0400-02 & 0400-06-02

CONTACT: Shelby Maples 916-746-1347 smaples@roseville.ca.us

7.24. Second Reading - Sierra Vista Specific Plan Parcel KT-41A & KT-41B (6000 Baseline Road) Erickson Senior Living – Development Agreement Amendment

ORDINANCE NO. 6705 ADOPTING A THIRD AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KV SIERRA VISTA, LLC RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

CC #: 2894

File #: 0400-04-12-1

CONTACT: Sean Morales 916-774-5282 smorales@roseville.ca.us

Reports / Requests

7.25. Blue Oaks Retail Center Phase 2 - Final Map

Memo from Assistant Engineer Kerry Andrews and Development Services Director Mike Isom recommending the City Council approve the Blue Oaks Retail Center Phase 2 final map. Engineering has completed its review of the final map and found that it is in compliance with the approved tentative map. This map will create 6 lots for future retail development. The actions requested have no fiscal impact to the City's General Fund.

CC #: 2889

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

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

7.26. HOUSING AUTHORITY/CITY COUNCIL – Quarterly Status Update 2nd Quarter 2023

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

CC #: 2906

File #: 0709-01

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

Ceremonial Documents

7.27. Resolution - Kerry Andrews

Commend Kerry Andrews for his 35 years of outstanding service and dedication to the City of Roseville, congratulate him for his many accomplishments, and wish him a long, healthy, and enjoyable retirement.

CC #: 2913

File #: 0102-10

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

7.28. Proclamation - Constitution Week September 17-23, 2023

Proclaim September 17-23, 2023 as Constitution Week and encourage all citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to all through the Constitution of the United States of America.

CC #: 2911

File #: 0102-06

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

END OF CONSENT CALENDAR

8. RESOLUTIONS

8.1. Automated Materials Handling System - Contract Purchase Agreement

Memo from Parks, Recreation & Libraries Manager Natasha Martin and Parks, Recreation & Libraries Director Jill Geller recommending the City Council adopt RESOLUTION NO. 23-365 APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND INVENGO AMERICAN CORP DBA FE TECHNOLOGIES, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE (3003148). Staff requests Council approve a contract purchase agreement with Invengo American Corp dba FE Technologies to install, implement and support a new Automated Materials Handling (AMH) system. The current system has reached end of life, with many outages that impact library customers who are borrowing and returning library materials. Technological advances in AMH systems will continue to increase staff efficiencies, provide better features for library customers, and help the City absorb increased library visitations and circulation as Roseville continues to grow. The total not-to-exceed amount for this contract is \$1,060,000, which includes \$710,633.68 for initial equipment and installation costs, sales tax, and removal of existing equipment; \$64,382 for additional equipment expenditures, as needed for change orders; and \$71,246 per year for four (4) years of maintenance and support. Funding for this project was approved from FY2020-21 General Fund year-end budget surplus, with the annual maintenance and support expenditure to be included in each year's operational budget in the General Fund.

CC #: 2916

File #: 0716

CONTACT: Natasha Martin 916-774-5234 nmartin@roseville.ca.us

9. ORDINANCES

9.1. Roseville Parkway Extension Project - Award of Contract, Professional Services Agreement, Purchase Order, and Budget Adjustment

Memo from Associate Engineer Jesse Khatkar and Public Works Director Jason Shykowski recommending the City Council adopt RESOLUTION NO. 23-366 APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND DESILVA GATES CONSTRUCTION LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt RESOLUTION NO. 23-367 APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND KCM ENGINEERING, INC., A CALIFORNIA CORPORATION DBA KNIGHT CM GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE; and adopt ORDINANCE NO. 6709 AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24 BUDGET AND DECLARING THIS ORDINANCE TO BE IMMEDIATELY EFFECTIVE AS AN APPROPRIATION MEASURE. Staff requests Council approve an agreement with DeSilva Gates Construction LLC for \$21,286,286.50 and a professional services agreement with KCM Engineers, Inc., a California corporation dba Knight CM Group, for construction management services with a not-to-exceed amount of \$2,309,693. Staff also requests Council approve change order authority of 10% of the contract amount or \$2,128,628. Staff also requests Council approve a sole source purchase order to PDC Sacramento LPIV, LLC (Panattoni Development Company) for the purchase of embankment soil in the amount of \$180,000. Lastly, staff requests Council approve a budget adjustment in the amount of \$27,320,000 from the Traffic Mitigation Fund to fully fund construction, construction contingency/change order authority, staff time, and construction management costs. The project will construct a new four-lane roadway and bridge connecting Roseville Parkway between Foothills Boulevard and Washington Boulevard. Construction of the Roseville Parkway Extension project is anticipated to begin in late 2023. No General Fund resources will be used to complete the project.

CC #: 2917

File #: 0900-04-02

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

10. COUNCIL REPORTS / PUBLIC COMMENTS

11. ADJOURNMENT



COUNCIL COMMUNICATION

CC #:
File #: 0102-06

Title: Proclamation - Prostate Cancer Awareness Month - September 2023
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 9/6/2023
Item #: 5.2.

RECOMMENDATION TO COUNCIL

Proclaim September 2023 as Prostate Cancer Awareness Month and urge citizens to acquaint themselves with the issues involved in Prostate Cancer Awareness.

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



Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - Prostate Cancer Awareness Month

Proclamation

PROSTATE CANCER AWARENESS MONTH September 2023

WHEREAS, prostate cancer is the most frequently diagnosed cancer in men and the second leading cause of cancer deaths in men; and

WHEREAS, the American Cancer Society estimates there will be 288,300 new cases of prostate cancer in the USA in 2023 resulting in an estimated 34,700 deaths, and more than 26,970 men in California will be diagnosed with prostate cancer; and

WHEREAS, early-stage prostate cancer usually has no symptoms and studies suggest strong familial predisposition may be responsible for 5% to 10% of the disease cases; and

WHEREAS, late-stage prostate cancer commonly spreads to the bones, which can cause pain in the hips, spine, ribs, or other areas in the body; and

WHEREAS, the 5-year survival rate approaches 100% when prostate cancer is diagnosed and treated early, but drops to 31% when it spreads to other parts of the body; and

WHEREAS, the American Cancer Society recommends that men should have an opportunity to make an informed decision about whether to be tested for prostate cancer based on their personal values and preferences; and

WHEREAS, the rapid reduction in prostate cancer mortality is attributed to early detection through PSA testing and advancement in treatment; and

WHEREAS, the City of Roseville joins communities across the nation to increase awareness about the importance for men to make an informed decision with their health care provider about early detection and testing for prostate cancer.

NOW, THEREFORE, I, BRUCE HOUESHELDT, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim the month of September 2023 as PROSTATE CANCER AWARENESS MONTH and urge citizens to acquaint themselves with the issues involved in Prostate Cancer Awareness.

SIGNED AND APPROVED this 6th day of September 2023.



BRUCE HOUESHELDT, MAYOR



COUNCIL COMMUNICATION

CC #: 2909

File #: 0721

Title: Roseville Transit Comprehensive Operational Analysis - Contract Purchase Agreement

Contact: Ed Scofield 916-869-9109 ecscofield@roseville.ca.us

Meeting Date: 9/6/2023

Item #: 7.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute an agreement with Innovate Mobility, LLC to develop a Comprehensive Operational Analysis of Roseville Transit.

BACKGROUND

The City of Roseville is seeking assistance to develop a comprehensive operational analysis (COA) to look at how the City can better serve its residents. The purpose of the COA is to examine all aspects of Roseville Transit's existing service, research the feasibility of regular bus service to the Sacramento International Airport and other destination locations, search for new and innovative ways to provide transit services to Roseville residents and enable more seamless fixed-route and demand response service connections to other adjacent transit providers as part of the greater South Placer region's transportation network.

On November 3, 2021, Council approved a Resolution authorizing the City Manager to submit a Sustainable Communities competitive grant application for a Roseville Transit COA. On April 4, 2022, staff was informed by Caltrans that it was successful in securing the \$350,000 grant to develop the COA. On May 18, 2023, Roseville Transit released a Request for Proposals (RFP) seeking a consultant to assist in developing the COA. Three proposals were submitted by the RFP's June 15, 2023 deadline. An evaluation panel made up of City staff reviewed the proposals and interviewed all three firms on July 7, 2023. The successful firm, Innovate Mobility (IM), was verbally notified on July 12, 2023 of their successful proposal.

IM is a certified Disadvantaged Business Enterprise and Minority Business Enterprise (DBE/MBE) established in 2018 with the goal of evolving mobility through modern data-driven solutions. IM's team has been involved in the public transit industry for over 40 years. IM brings not only the expertise of core transit planning and operation but also experience with big data platforms and new microtransit solutions. IM's unique approach is to help clients by designing more personal public transportation options that are sustainable. This is done with modern service

planning tools that are a state-of-the-art approach to a standard COA.

FISCAL IMPACT

The contract with Innovate Mobility would be for a not-to-exceed amount of \$156,959.18. Funding for the COA would be provided by a combination of a Caltrans Sustainable Communities grant and Local Transportation Funds. No General Fund resources will be used for this request.

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)).

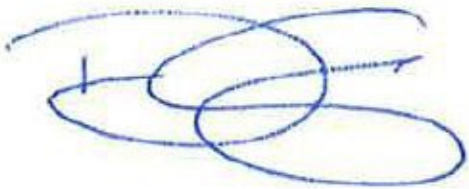
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal E - Deliver exceptional city services

Respectfully Submitted,

Ed Scofield, Alternative Transportation Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-361

Contract Purchase Agreement with Innovate Mobility

RESOLUTION NO. 23-361

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND INNOVATE MOBILITY, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3003167) to provide a Comprehensive Operational Analysis of Roseville Transit, by and between the City of Roseville and Innovate Mobility, LLC, has been reviewed by the City Council.

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Contract Purchase Agreement 3003167

Supplier Details:

Company Innovate Mobility LLC
Contact Rahul Kumar
Address 120 Preston Executive Dr Ste 215

Cary, NC 27513

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 3003167

Agreement	3003167
Agreement Date	26-JUL-2023
Revision	0
Agreement Amount	156,959.18 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 **Innovate Mobility LLC**
120 Preston Executive Dr Ste 215

Cary, NC 27513

Phone: (714) 886-9580
Fax: ()
Email: rahul@innovatemobility.com

Description of Labor, equipment and/or materials The consultant shall provide the services called for under City of Roseville Request for Proposal (RFP) number 15-021 and consultant's proposal thereto titled "Roseville Transit Comprehensive Operational Analysis Proposal Response to RFP 15-021" dated 6/15/23, herein after "Proposal." The terms and scope of work of City of Roseville RFP# 15-021 and consultant's Proposal are herein made part of this contract purchase agreement and fully incorporated by reference.

START DATE: Executed Agreement
END DATE: Upon Payment of Final Invoice

Please contact Zach Presley at (916)746-1320 or zpresley@roseville.ca.us for questions regarding this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15733	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
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 3003167

Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Consultant's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to.
10. Consultant agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
 - c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage

Contract Purchase Agreement 3003167

under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

- (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Consultant shall provide 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. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
 - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and subconsultants.
 - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
 12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
 13. This Agreement may be executed in one or more counterparts, each of which shall be

Contract Purchase Agreement 3003167

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. 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. Consultant certifies that Consultant, 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. CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and

Contract Purchase Agreement 3003167

equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

_____ Corporation

___**X**___ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

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

Professional T&C

REV 3/2/21 JS

Contract Purchase Agreement 3003167

**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: X _____

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 3003167

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 3003167

Supplier DocuSigned by:
Signature: Rahul Kumar
53C4AE0119B4415...
Print Name: Rahul Kumar
Title: President
Date: 8/4/2023

Supplier
Signature: _____
Print Name: _____
Title: _____
Date: _____

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

DocuSign Envelope ID: 4749B558-6FCA-43A5-91D4-B595639FE9FA



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
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager



COUNCIL COMMUNICATION

CC #: 2901

File #: 0721

Title: Active Transportation Plan - Contract Purchase Agreement

Contact: Ed Scofield 916-869-9109 ecscofield@roseville.ca.us

Meeting Date: 9/6/2023

Item #: 7.2.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving a Contract Purchase Agreement (3003166) with Alta Planning + Design, Inc. and authorizing the City Manager to execute it on behalf of the City of Roseville.

BACKGROUND

The City of Roseville is updating its Bicycle and Pedestrian Master Plans and combining them into one consolidated Active Transportation Plan (ATP). This plan will provide a vision and action plan for the City to improve safe and convenient active transportation travel for all ages and abilities in Roseville. Top goals of this plan are to provide connectivity to existing bike lanes and trails, produce a plan that will aid in receiving grant funding, and increase the number of persons who walk or bicycle in Roseville for transportation to work, school, errands and recreation purposes. This plan will document what walking and biking is like now in Roseville, reasons for improvements, and a strategy for making Roseville a top tier walking and bicycling friendly community.

On May 18, 2023, Roseville Transit released a Request for Proposals (RFP) seeking a consultant to assist in developing the ATP. Two proposals were submitted by the RFP's June 15, 2023 deadline. An evaluation panel made up of City staff reviewed the proposals and interviewed both firms on July 10, 2023. The successful firm, Alta Planning + Design, Inc., was verbally notified on July 12, 2023 of their successful proposal.

Alta is the nation's largest active transportation specialty firm bringing innovation across all phases of the active transportation plan. Alta has worked closely with the City of Roseville on past projects, including the City's 2008 Bicycle Master Plan. Alta will partner with Psomas, who also has an extensive history of working with Roseville on past Alternative Transportation projects.

FISCAL IMPACT

The contract with Alta Planning + Design, Inc. is for a not to exceed amount of \$364,957 and will

be covered by a combination of local developer funds and Local Transportation Funds. No General Fund resources will be used for this request.

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

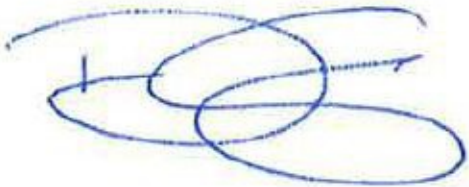
Goal C - Maintain a safe and healthy community

Goal D - Enhance economic vitality

Respectfully Submitted,

Ed Scofield, Alternative Transportation Manager

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-356

Contract Purchase Agreement with Alta

RESOLUTION NO. 23-356

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND ALTA PLANNING + DESIGN, INC., AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a Contract Purchase Agreement (3003166) to develop an Active Transportation Plan, by and between the City of Roseville and Alta Planning + Design, 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 3003166

Supplier Details:

Company Alta Planning + Design Inc
Contact Emily Duchon
Address 304 12th St Ste 2A

Oakland, CA 94607

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 3003166

Agreement	3003166
Agreement Date	26-JUL-2023
Revision	0
Agreement Amount	364,957.00 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 **Alta Planning + Design Inc**
 304 12th St Ste 2A

Oakland, CA 94607

Phone: (510) 540-5008
Fax: ()
Email: emilyduchon@altago.com

Description of Labor, equipment and/or materials The consultant shall provide the services called for under City of Roseville Request for Proposal (RFP)# 15-020 and consultant's proposal thereto titled "City of Roseville Active Transportation Plan" dated 6/15/23, herein after "Proposal." The terms and scope of work of City of Roseville RFP# 15-020 and consultant's Proposal excluding the "Project Branding and Logo" optional task are herein made part of this contract purchase agreement and fully incorporated by reference.

START DATE: Executed Agreement
 END DATE: Upon Payment of Final Invoice

Please contact Zach Presley at (916)746-1320 or zpresley@roseville.ca.us for questions regarding this agreement.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15734	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date		Confirm To		
Joanna Oukrop Phone 1-916-746-1102					

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Consultant's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to.
10. Consultant agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
 - c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage

under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

- (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- d. Cancellation/Modification. Consultant shall provide 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. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
 - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and subconsultants.
 - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
 12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
 13. This Agreement may be executed in one or more counterparts, each of which shall be

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

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. 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. Consultant certifies that Consultant, 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. CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and

equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

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

Professional T&C

REV 3/2/21 JS

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

General - Required Coverage/Documentation

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

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

Construction: _____

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

Design Professional: _____

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

Professional Consultant: X _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

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

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

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

Pyrotechnics: _____

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

Chemical/Environmental: _____

General Liability:

\$3 Million/occurrence

\$6 Million aggregate

Pollution – \$2 Million/Occurrence

Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

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

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

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

Supplier Alta Planning + Design, Inc.

Signature: *Emily Duchon*
Emily Duchon (Aug 5, 2023 09:35 PDT)

Print Name: Emily Duchon

Title: Vice President, as duly authorized.

Date: _____

Supplier

Signature: *Natalie Lozano*
Natalie Lozano (Aug 7, 2023 06:14 PDT)

Print Name: Natalie Lozano

Title: Corporate Secretary and Vice President, as duly authorized.

Date: Aug 7, 2023

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____



April, 2022

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

Dear Vendor:

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

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

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

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

Sincerely,

DocuSigned by:
Shannon Wiest
A3035660A19747F...

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

2023.164 CPA# 3003166 for Alta Planning + Design Inc

Final Audit Report

2023-08-07

Created:	2023-08-05
By:	Alta Planning + Design, Inc. Contracts Department (contracts@altaplanning.com)
Status:	Signed
Transaction ID:	CBJCHBCAABARw4O5n0RSB1xHx8sD_Zp2ibyVjXZT7ik

"2023.164 CPA# 3003166 for Alta Planning + Design Inc" History

-  Document created by Alta Planning + Design, Inc. Contracts Department (contracts@altaplanning.com)
2023-08-05 - 1:18:44 AM GMT- IP address: 75.231.222.66
-  Document emailed to emilyduchon@altago.com for signature
2023-08-05 - 1:21:56 AM GMT
-  Email viewed by emilyduchon@altago.com
2023-08-05 - 4:03:55 PM GMT- IP address: 172.226.186.9
-  Signer emilyduchon@altago.com entered name at signing as Emily Duchon
2023-08-05 - 4:35:09 PM GMT- IP address: 166.199.97.91
-  Document e-signed by Emily Duchon (emilyduchon@altago.com)
Signature Date: 2023-08-05 - 4:35:11 PM GMT - Time Source: server- IP address: 166.199.97.91
-  Document emailed to Natalie Lozano (natalielozano@altaplanning.com) for signature
2023-08-05 - 4:35:13 PM GMT
-  Email viewed by Natalie Lozano (natalielozano@altaplanning.com)
2023-08-07 - 1:14:05 PM GMT- IP address: 74.125.209.32
-  Document e-signed by Natalie Lozano (natalielozano@altaplanning.com)
Signature Date: 2023-08-07 - 1:14:44 PM GMT - Time Source: server- IP address: 97.120.180.119
-  Agreement completed.
2023-08-07 - 1:14:44 PM GMT



COUNCIL COMMUNICATION

CC #: 2899

File #: 0721

Title: Galleria On-Route Bus Charging Project - Approval of Plans and Specifications and Authorization to Call for Bids
Contact: Cathy Gosalvez 916-746-1300 cgosalvez@roseville.ca.us

Meeting Date: 9/6/2023

Item #: 7.3.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve the plans and specifications for the Galleria On-Route Bus Charging Project and authorize staff to call for bids.

BACKGROUND

This project consists of the purchase and installation of electric overhead charging infrastructure that supports the battery-electric charging needs associated with the South Placer Transit Express/Rapid Link service's 30-minute operating frequency, administered by the City. The Galleria serves as a key regional destination and important transfer location between Roseville Transit and Placer County Transit (PCT) services. Aside from Roseville Transit's battery-electric buses, the charging facilities could potentially support future Placer County Transit battery-electric buses serving the Galleria transfer location.

Construction of the project is anticipated to begin in early 2024 and be complete by the spring of 2025. Construction plans and specifications for the project have been completed and are attached.

Public Outreach

Public Works staff will continue to work closely with the City's Public Affairs and Communications team to keep the community informed of the project's progress during the construction phase of the project. Staff will ensure residents, businesses, and transit passengers are notified about the project benefits and construction impacts through a variety of methods that may include, but are not limited to: signage, social media, web, and email notifications.

FISCAL IMPACT

The engineer's estimate for construction is approximately \$2,750,000. The project is being funded with state and local sources including: Solutions for Congested Corridors, South Placer Regional Transportation Authority (SPRTA), Low Carbon Transit Operations Program (LCTOP)

and Placer County Clean Air Funds. No General Fund resources will be used for the project.

ENVIRONMENTAL REVIEW

The proposed project involves the minor alteration of an existing facility. This activity is categorically exempt from CEQA as a Class 1 Exemption (State CEQA Guidelines Section 15301). The proposed project also involves minor alteration in the condition of the land, water, and or vegetation which will not remove healthy, mature scenic trees. This activity is categorically exempt from CEQA as a Class 4 Exemption (State CEQA Guidelines Section 15304). The Exemption has been prepared and no further CEQA action is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

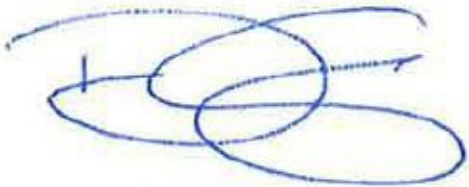
Goal E - Deliver exceptional city services

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Cathy Gosalvez, Associate Engineer

Jason Shykowski, Public Works Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Plans

Project Manual

CEQA Exemption

SHEET INDEX:

No.	NAME	DESCRIPTION
1	T-1	TITLE SHEET
2-3	G-1-2	GENERAL NOTES AND ABBREVIATIONS
4	SC-1	SURVEY CONTROL
5	D-1	DEMOLITION PLAN
6	L-1	SITE PLAN
7-9	GP-1-3	GRADING PLAN
10	SM-1	STORMWATER CONTROL PLAN
11	EC-1	EROSION CONTROL
12	ECD-1	EROSION CONTROL DETAILS
13-16	CD-1-4	CONSTRUCTION DETAILS
17	SCD-1	STRUCTURAL CONSTRUCTION DETAIL
18-27	E1-E4.5	ELECTRICAL PLANS & DETAILS

ROSEVILLE ELECTRIC PLANS

LEGEND:

- ▲ SURVEY CONTROL POINT
- BOLLARD
- ⊗ CLEANOUT
- ⊗ ELECTRIC VAULT
- ⊗ ELECTRIC PULL BOX
- ⊗ FIRE DEPARTMENT CONNECTION
- ⊗ FIRE HYDRANT
- ⊗ TRANSFORMER
- ⊗ IRRIGATION CONTROL VALVE
- ⊗ IRRIGATION VALVE
- ⊗ SITE LIGHT
- ⊗ POST INDICATOR VALVE
- ⊗ STORM DRAIN MANHOLE
- ⊗ SIGN
- ⊗ SEWER MANHOLE
- ⊗ AREA DRAIN
- ⊗ TREE SYMBOL
- ⊗ TREE DRIP LINE
- ⊗ WATER VALVE

GENERAL NOTES:

- IN ACCORDANCE WITH THE CITY'S NOISE ORDINANCE, THE HOURS OF PROJECT CONSTRUCTION SHALL BE LIMITED TO THE FOLLOWING: 7:00 A.M. TO 7:00 P.M. (MONDAY THROUGH FRIDAY) 8:00 A.M. TO 8:00 P.M. (SATURDAY, SUNDAY, AND HOLIDAYS).
- PRIOR TO THE COMMENCEMENT OF GRADING OPERATIONS, THE CONTRACTOR SHALL IDENTIFY THE SITE WHERE THE EXCESS/BORROW EARTHEN MATERIAL SHALL BE IMPORTED/DEPOSITED. IF THE BORROW/DEPOSIT SITE IS WITHIN THE CITY OF ROSEVILLE, THE CONTRACTOR SHALL PRODUCE A REPORT ISSUED BY A GEOTECHNICAL ENGINEER TO VERIFY THAT THE EXPORTED MATERIALS ARE SUITABLE FOR THE INTENDED FILL, AND SHALL SHOW PROOF OF ALL APPROVED GRADING PLANS. HAUL ROUTES TO BE USED SHALL BE SPECIFIED.
- PRIOR TO COMMENCEMENT OF GRADING ACTIVITIES, THE CONTRACTOR SHALL HAVE THE EXISTING DRY UTILITIES POT HOLED FOR VERIFICATION OF LOCATION AND DEPTH. AT SUCH TIME, POT HOLE DATA SHALL BE PROVIDED TO THE ENGINEER FOR DETERMINATION OF ADEQUATE CLEARANCE AND SEPARATION.
- ALL IMPROVEMENTS WHICH FALL UNDER THE PURVIEW OF THE CBC ARE SHOWN HEREON FOR REFERENCE ONLY AND SHALL REQUIRE A SEPARATE BUILDING PERMIT. PLEASE CONTACT THE CITY OF ROSEVILLE BUILDING DEPARTMENT FOR PERMITTING INFORMATION.

APPLICABLE BUILDING DESIGN CODES :

- 2019 CALIFORNIA ADMINISTRATIVE CODE (CAC)
- 2019 CALIFORNIA BUILDING CODE (CBC)
- 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE (CGBSC)
- 2019 CALIFORNIA ELECTRICAL CODE (CEC)
- 2019 CALIFORNIA ENERGY CODE (CEC PART 6)

CGBSC 5.408 - WASTE MANAGEMENT PLAN REQUIREMENTS :

- PURSUANT TO CGBSC SECTION 5.408, CONTRACTOR TO PROVIDE A WASTE MANAGEMENT PLAN VIA EMAIL TO SCST@Roseville.ca.us OR BY FAX TO 916-774-5798 PRIOR TO ISSUANCE OF PERMIT. THE CONTRACTOR SHALL CALL 916-774-5780 IF SEEKING ASSISTANCE OR CLARITY IN PREPARING THE WASTE MANAGEMENT PLAN.

100% SUBMITTAL

CITY OF ROSEVILLE
ON-ROUTE BUS CHARGING STATION
ROSEVILLE GALLERIA
TITLE SHEET

T-1

SHEET

1

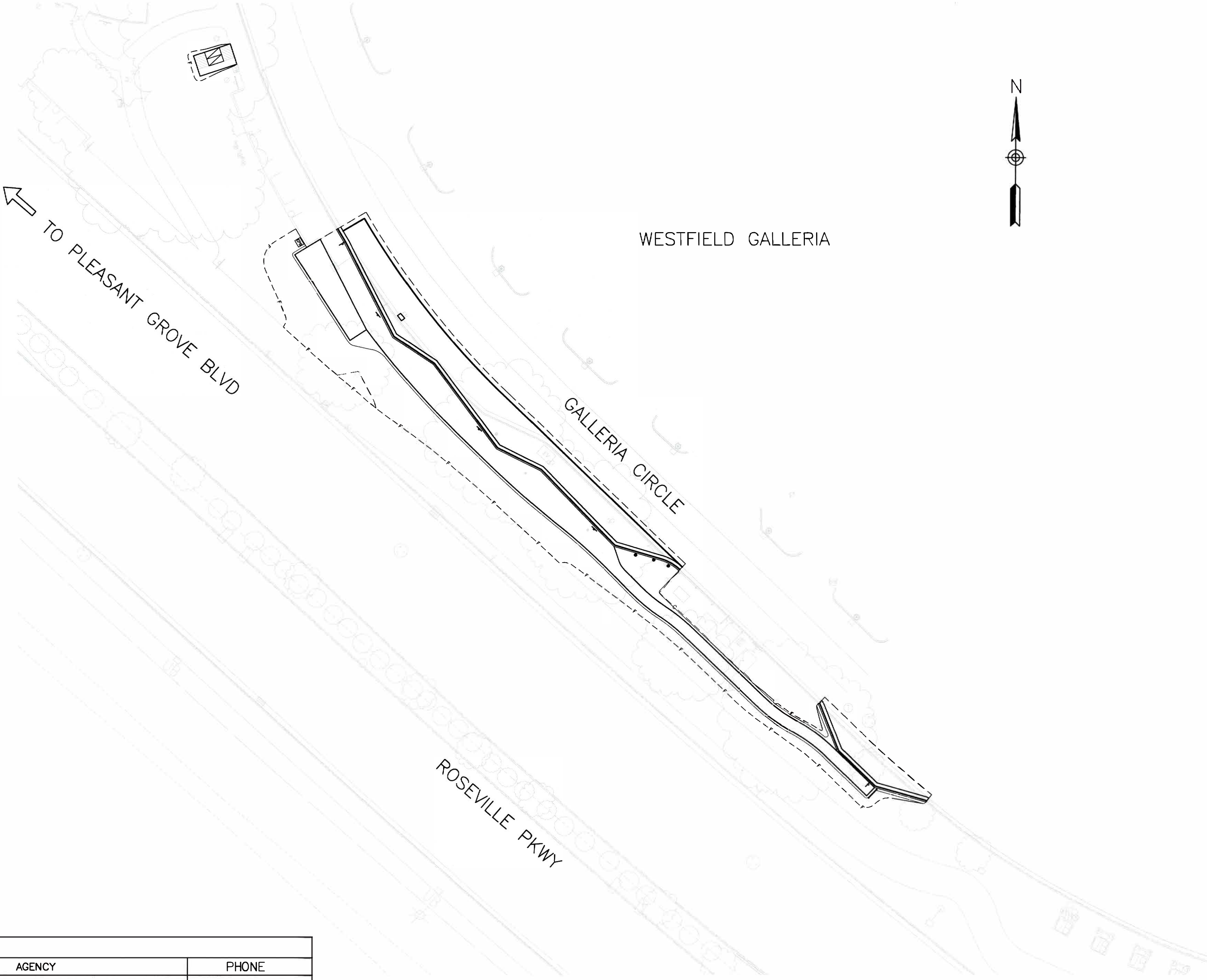
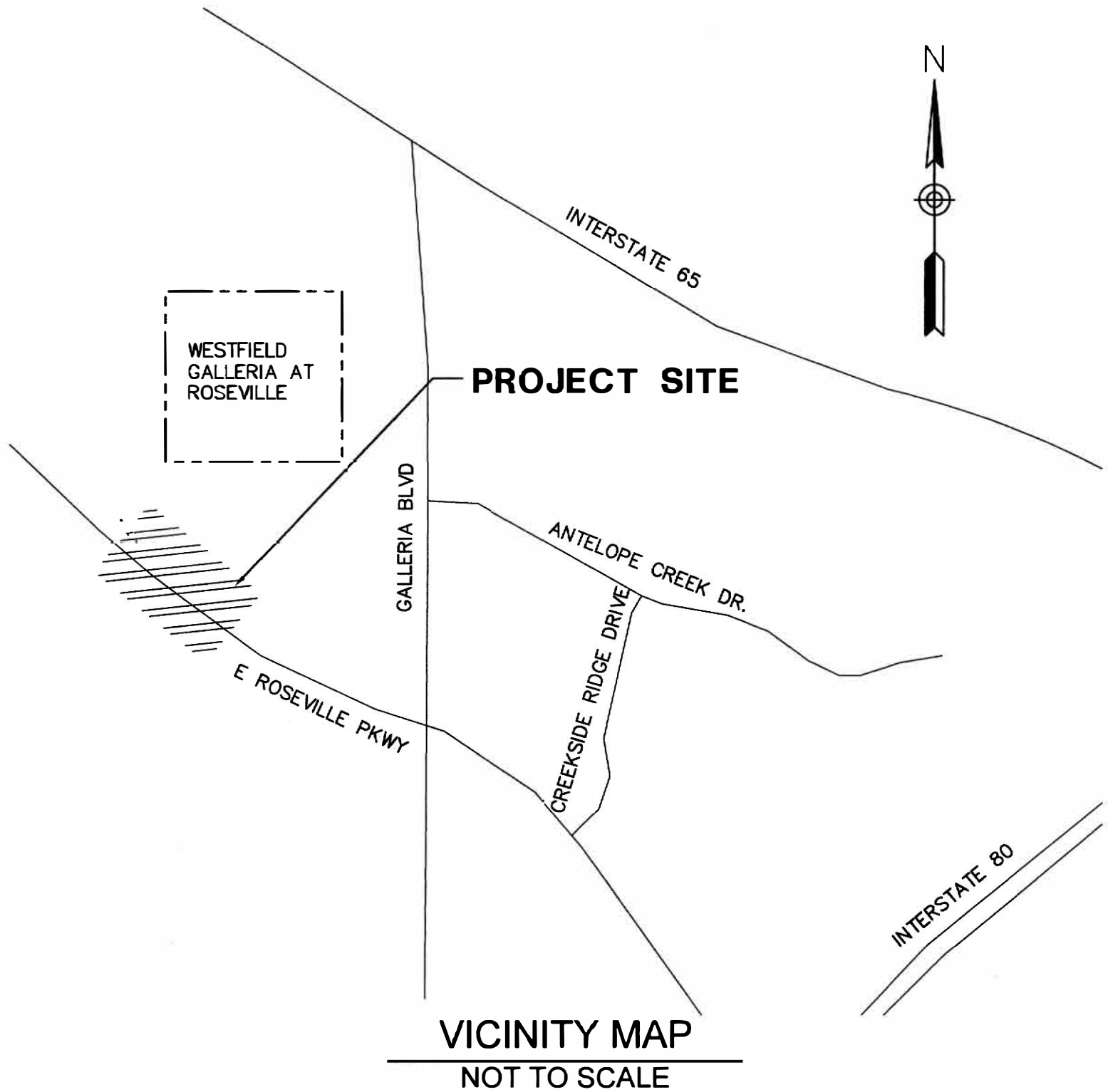
— OF —

27

CITY OF ROSEVILLE

ON-ROUTE BUS CHARGING STATION ROSEVILLE
GALLERIA PROJECT

CITY OF ROSEVILLE #700029



APPROVAL RECOMMENDED BY:

Stefanie Kemen, P.E.
ENGINEERING MANAGER - RCE 72653
DATE: 7/18/2023

APPROVED BY:

Jason Shykowski, P.E.
PUBLIC WORKS DIRECTOR - RCE 058234
DATE: 7-18-23

SUBMITTED BY:

Brian G. Wright, P.E.
RESPONSIBLE ENGINEER IN CHARGE - RCE C59331
PSOMAS
DATE: 6/21/2023

UTILITY REPRESENTATIVES			
CONTACT	UTILITY	AGENCY	PHONE
JEFF WILCOX	ROSEVILLE ELECTRIC	CITY OF ROSEVILLE	(916) 746-1661
JASON RIZZI	ROSEVILLE FIRE DEPARTMENT	CITY OF ROSEVILLE	(916) 774-5823
SEAN BIGLEY	ENVIRONMENTAL UTILITIES, WATER	CITY OF ROSEVILLE	(916) 774-5513
TODD JORDAN	ENVIRONMENTAL UTILITIES, SEWER	CITY OF ROSEVILLE	(916) 746-1829
JERRY DANKBAR	PUBLIC WORKS, DRAINAGE	CITY OF ROSEVILLE	(916) 774-5790
JOEL DE JONG	PARKS & RECREATION	CITY OF ROSEVILLE	(916) 223-7757
STEVE ABELIA/MARK DUBY	CABLE	COMCAST	(916) 830-6757
LARRY MONTGOMERY	CABLE & TELEPHONE	CONSOLIDATED COMMUNICATIONS	(916) 786-1217
KEVIN MEYERS	NATURAL GAS	PACIFIC GAS AND ELECTRIC	(916) 384-8092
ALEX SLABOSNITSKIY	TELECOMMUNICATIONS	WAVE BROADBAND	(916) 672-6853

PROJECT LOCATION MAP

NOT TO SCALE

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. 173.650'
BENCHMARK	BM47
CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.	

FIELD BOOK	CITY# 700029
SCALE	
HORIZ. _____	
VERT. _____	



PSOMAS	
1410 Rocky Ridge Drive, Suite 300 Roseville, CA 95661 (916) 788-8122	
DESIGNED BY: MEGAN BUCHE	DATE: 06/2023
CHECKED BY: BRIAN WRIGHT	DATE: 06/2023
DRAWN BY: DEBI HUYNH	DATE: 06/2023



Xrefs: ORBC-C-BORDER
Images: cropped COR block logo.tif

STANDARD GENERAL NOTES:

1. ALL CONSTRUCTION SHALL CONFORM TO THESE PLANS, THE CITY OF ROSEVILLE STANDARD SPECIFICATIONS (LATEST EDITION), THE CITY OF ROSEVILLE DESIGN AND CONSTRUCTION STANDARDS.
2. THE CITY OF ROSEVILLE IS A MEMBER OF THE UNDERGROUND SERVICE ALERT (U.S.A.) ONE-CALL SYSTEM. THE CONTRACTORS OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY THE U.S.A. CENTER 48 HOURS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING 1-800-227-2600. EXCAVATION IS DEFINED AS BEING 18 OR MORE INCHES IN DEPTH BELOW THE EXISTING SURFACE.
3. THE CONTRACTOR SHALL MARK IN WHITE PAINT ALL AREAS TO BE EXCAVATED PRIOR TO CONTACTING U.S.A. ANY AREAS NOT MARKED WILL NOT BE SUBJECT TO U.S.A., AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE RESULTING FROM EXCAVATION.
4. THE CONTRACTOR SHALL EXPOSE AND VERIFY LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION OF THE NEW IMPROVEMENTS CONNECTING TO OR IN THE VICINITY OF THE IMPROVEMENTS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING MONUMENTS AND OTHER SURVEY MARKERS WITHIN THE CONSTRUCTION ZONE.
6. THE CONTRACTOR SHALL PLACE BOXED SURVEY MONUMENTS WITH 1-1/2" BRONZE HEAD SET IN CONCRETE (STD. DWG. ST-36) AT LOCATIONS TO BE DETERMINED BY THE ENGINEER.
7. AC SURFACE SHALL BE CUT TO A NEAT, STRAIGHT LINE PARALLEL OR PERPENDICULAR WITH THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RE-COMPACTED, AND RESEALED PRIOR TO PAVING.
8. ANY EXISTING CONCRETE SURFACE TO BE REMOVED SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE.
9. THE CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN THAT SHALL BE ACCEPTED BY THE ENGINEERING DIVISION OF PUBLIC WORKS BEFORE START OF WORK IN RIGHT-OF-WAY OR EASEMENT AREA AND SHALL BE IN ACCORDANCE WITH CALIFORNIA MUTCD LATEST EDITION. AT LEAST ONE LANE IN EACH DIRECTION SHALL REMAIN OPEN TO TRAFFIC UNLESS OTHERWISE SHOWN ON THE PLANS. TRAFFIC CONTROL HOURS ARE SUBJECT TO LIMITATION BY THE CITY. TRAFFIC CONTROL WITH LANE CLOSURES THAT AFFECT TRAFFIC FLOW MAY REQUIRE NIGHT WORK. IF, AS A PART OF TRAFFIC CONTROL MEASURES, A ROADWAY CLOSURE HAS BEEN APPROVED, THE CONTRACTOR SHALL NOTIFY DEVELOPMENT SERVICES CONSTRUCTION INSPECTOR 72 HOURS IN ADVANCE OF SETTING UP THIS CLOSURE.
10. CURB RAMPS CONFORMING TO ALL ADA AND TITLE 24 REQUIREMENTS SHALL BE PLACED AT ALL NEW STANDARD CURB RETURNS (STANDARD DRAWING ST-27) AND STANDARD TYPE A-7 DRIVEWAYS. WHERE EXISTING RAMPS DO NOT MEET CURRENT ADA AND TITLE 24 REQUIREMENTS, THE RAMPS SHALL BE UPGRADED IN CONFORMANCE WITH MINIMUM TITLE 24 REQUIREMENTS. WHERE EXISTING RAMPS DO NOT INCLUDE DETECTABLE WARNING PANELS (TRUNCATED DOMES), PANELS SHALL BE RETROFITTED PER THE CONSTRUCTION STANDARDS.
11. DRAIN INLETS NOT WITHIN A PAVED AREA SHALL HAVE A 12" WIDE COLLAR OF 6" THICK P.C.C. OR 2" THICK AC
12. ALL UNDERGROUND UTILITIES WITHIN EXISTING OR PROPOSED CITY OF ROSEVILLE EASEMENTS SHALL REQUIRE A MINIMUM OF 90% COMPACTION ON THE TRENCH BACKFILL. COMPACTION OF BACKFILL BY JETTING IS NOT PERMITTED IN CITY OF ROSEVILLE RIGHT OF WAY AREAS OR WITHIN DEDICATED RECLAIMED WATER, STORM, SEWER OR WATER EASEMENTS AND MAINS.
13. PRIOR TO EXCAVATION OF TRENCHES 5 FEET OR DEEPER, THE CONTRACTOR SHALL SUBMIT TO THE PUBLIC WORKS DEPARTMENT OR ENVIRONMENTAL UTILITIES DEPARTMENT INSPECTOR A COPY OF THE COMPANY'S ANNUAL CALOSHA TRENCHING PERMIT AND A COPY OF THE COMPANY'S LETTER INFORMING CAL/OSHA OF THE TIME THE TRENCHING IS COMMENCING AND THE LOCATION OF THE WORK.
14. ALL PAINTED TRAFFIC STRIPES, ARROWS, AND PAVEMENT MARKINGS SHALL BE CONSTRUCTED WITH THERMOPLASTIC MATERIAL TO THE SPECIFICATIONS SET FORTH IN CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION. NON-REFLECTIVE PAVEMENT MARKERS SHALL CONSIST OF CERAMIC MARKERS ONLY CONFORMING TO CHAPTER 3 OF THE CALIFORNIA MUTCD LATEST EDITION.
15. THE CONTRACTOR SHALL TAKE EXTREME CARE TO PROTECT EXISTING SITE AND ADJACENT IMPROVEMENTS FROM DAMAGE. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR MAKE REPLACEMENT OF ALL CRACKED AND OTHERWISE PRE-EXISTING DAMAGED PUBLIC IMPROVEMENTS ALONG THE FRONTAGE OF THE PROJECT SITE AND ANY DAMAGE RESULTING FROM CONSTRUCTION TO CURRENT CITY STANDARDS AND AT THEIR OWN EXPENSE. THE EXTENT OF THE REPAIRS SHALL BE DETERMINED BY THE PUBLIC WORKS INSPECTOR AND SHALL BE COMPLETED PRIOR TO THE CITY ACCEPTANCE OF THE IMPROVEMENTS.

16. WHERE COMBINATIONS OF SIDEWALK OR CURB AND GUTTER ARE POURED CONTIGUOUS TO EXISTING, ALL ADJOINING EXISTING CONCRETE VERTICAL FACES SHALL BE DOWELED. ALL ABUTTING SIDEWALK ENDS SHALL BE DOWELED MID-SECTION VERTICALLY WITH TWO DOWELS FOR FOUR THROUGH SIX-FOOT WIDE SIDEWALK AND THREE DOWELS FOR WIDER SIDEWALK. ABUTTING CURB AND GUTTER ENDS SHALL BE DOWELED TWICE, 18 INCHES APART AT GUTTER PAN MID-SECTION. DOWEL CONNECTIONS OF LONGITUDINAL RUNS OF SIDEWALK TO BACK OF CURB SHALL BE THREE FEET ON CENTER. ALL DOWELS SHALL BE 16 INCHES LONG, GRADE 60; #4 REBAR PENETRATING FOUR INCHES. THE DOWEL HOLE SHALL BE 5/8-INCH DIAMETER AT A SLIGHT HORIZONTAL ANGLE FROM PERPENDICULAR. THE PENETRATING PORTION OF THE DOWEL AND THE ENTIRE (CLEANED) VERTICAL SURFACE OF THE ADJOINING, EXISTING CONCRETE SHALL BE THOROUGHLY COATED WITH STATE STANDARD TWO-PART EPOXY.
17. THE TYPES, LOCATIONS AND/OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT SHOWN ON THESE DRAWINGS.
18. UTILITIES LOCATIONS ARE TAKEN FROM CITY AS-BUILT DRAWINGS AND FIELD REVIEWS. LOCATIONS OF THE GROUND FEATURES (MH, VALVES, ETC.) ARE APPROXIMATE AND SHOULD BE FIELD VERIFIED BY THE CONTRACTOR.
19. ALL PUBLICLY MAINTAINED STORM DRAIN ON PRIVATE PROPERTY SHALL BE A MINIMUM OF 12 INCHES IN DIAMETER AND SHALL BE RCP CL IV, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER.

GENERAL NOTES:

1. THE CONTRACTOR AGREES THAT, IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD OWNER AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXEMPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF ENGINEER.
2. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL PERMITS NECESSARY TO PERFORM THE WORK SHOWN ON THESE PLANS FROM THE APPROPRIATE AGENCIES. REFER TO THE SPECIAL PROVISIONS FOR PERMITS NEEDED.
3. THE CONTRACTOR SHALL POST EMERGENCY TELEPHONE NUMBERS FOR POLICE, FIRE, AMBULANCE, AND THOSE AGENCIES RESPONSIBLE FOR MAINTENANCE OF UTILITIES IN THE VICINITY OF THE JOB SITE.
4. IF ARCHEOLOGICAL MATERIALS ARE UNCOVERED DURING GRADING, TRENCHING OR OTHER EXCAVATION, EARTHWORK WITHIN 100 FEET OF THESE MATERIALS SHALL BE STOPPED IN ACCORDANCE WITH SECTION 21-2E OF THE CITY OF ROSEVILLE CONSTRUCTION STANDARDS UNTIL A PROFESSIONAL ARCHEOLOGIST WHO IS CERTIFIED BY THE SOCIETY OF CALIFORNIA ARCHEOLOGY (SCA) AND/OR THE SOCIETY OF PROFESSIONAL ARCHEOLOGY (SOPA) HAS HAD AN OPPORTUNITY TO EVALUATE THE SIGNIFICANCE OF THE FIND AND SUGGEST APPROPRIATE MITIGATION MEASURES, IF THEY ARE DEEMED NECESSARY.

AIR QUALITY NOTES:

1. CONSTRUCTION EQUIPMENT EXHAUST EMISSIONS SHALL NOT EXCEED PLACER COUNTY APCD RULE 202 VISIBLE EMISSION LIMITATIONS. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS ARE TO BE IMMEDIATELY NOTIFIED BY APCD TO CEASE OPERATIONS AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. (BASED ON APCD RULE 202)
2. THE CONTRACTOR SHALL SUSPEND ALL GRADING OPERATIONS WHEN FUGITIVE DUST EXCEEDS PLACER COUNTY APCD RULE 228 (FUGITIVE DUST) LIMITATIONS. THE PRIME CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING AN INDIVIDUAL WHO IS CARB-CERTIFIED TO PERFORM VISIBLE EMISSIONS EVALUATIONS (VEE). THIS INDIVIDUAL SHALL EVALUATE COMPLIANCE WITH RULE 228 ON A WEEKLY BASIS. IT IS TO BE NOTED THAT FUGITIVE DUST IS NOT TO EXCEED 40% OPACITY AND NOT GO BEYOND THE PROPERTY BOUNDARY AT ANY TIME. LIME OR OTHER DRYING AGENTS UTILIZED TO DRY OUT WET GRADING AREAS SHALL NOT EXCEED PLACER COUNTY APCD RULE 228 FUGITIVE DUST LIMITATIONS. OPERATORS OF VEHICLES AND EQUIPMENT FOUND TO EXCEED OPACITY LIMITS WILL BE NOTIFIED BY APCD AND THE EQUIPMENT MUST BE REPAIRED WITHIN 72 HOURS. ALL PROJECTS IN EXCESS OF 5 ACRES SHALL HAVE AN APPROVED DUST CONTROL PLAN FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT. (BASED ON APCD RULE 228)
3. DURING CONSTRUCTION, TRAFFIC SPEEDS ON ALL UNPAVED SURFACES SHALL BE LIMITED TO 15 MILES PER HOUR OR LESS. (BASED ON APCD RULE 228 / SECTION 401.2)
4. DURING CONSTRUCTION, NO OPEN BURNING OF REMOVED VEGETATION SHALL BE ALLOWED UNLESS PERMITTED BY THE PCAPCD. ALL REMOVED VEGETATIVE MATERIAL SHALL BE EITHER CHIPPED ON SITE OR TAKEN TO AN APPROPRIATE RECYCLING SITE, OR IF A SITE IS NOT AVAILABLE, A LICENSED DISPOSAL SITE. (BASED ON APCD RULE 310)
5. A PERSON SHALL NOT DISCHARGE INTO THE ATMOSPHERE VOLATILE ORGANIC COMPOUNDS (VOC'S) CAUSED BY THE USE OR MANUFACTURE OF CUTBACK OR EMULSIFIED ASPHALTS FOR PAVING, ROAD CONSTRUCTION OR ROAD MAINTENANCE, UNLESS SUCH MANUFACTURE OR USE COMPLIES WITH THE PROVISIONS RULE 217. (BASED ON APCD RULE 217).
6. PROCESSES THAT DISCHARGE 2 POUNDS PER DAY OR MORE OF AIR CONTAMINANTS, AS DEFINED BY HEALTH AND SAFETY CODE SECTION 39013, TO THE ATMOSPHERE MAY REQUIRE A PERMIT. PERMITS MAY BE REQUIRED FOR BOTH CONSTRUCTION AND OPERATION. DEVELOPERS/CONTRACTORS SHOULD CONTACT THE DISTRICT PRIOR TO CONSTRUCTION AND OBTAIN ANY NECESSARY PERMITS PRIOR TO THE ISSUANCE OF A BUILDING PERMIT. (BASED ON THE CALIFORNIA HEALTH & SAFETY CODE SECTION 39013)

DATUMS:

1. THE HORIZONTAL DATUM FOR THIS PROJECT IS BASED UPON THE NORTH AMERICAN DATUM OF 1983 (2010.00 EPOCH), CALIFORNIA STATE PLANE ZONE 2. THE VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM OF 1988. THE HORIZONTAL AND VERTICAL DATUMS FOR THE OCCUPIED CONTROL WERE ESTABLISHED BY MARK THOMAS FOR THE ROSEVILLE PARKWAY WIDENING PROJECT UTILIZING TIES TO LOCAL CALIFORNIA SPATIAL REFERENCE NETWORK STATIONS AND NEARBY CITY OF ROSEVILLE BENCHMARKS.

EROSION AND SEDIMENT CONTROL NOTES:

1. THE PROJECT WATER QUALITY PLAN IS INCORPORATED BY REFERENCE INTO THIS SET OF PLANS. THE WATER QUALITY PLAN IS CONSIDERED A DYNAMIC DOCUMENT AND WILL CHANGE AS CONDITIONS WARRANT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED AS SHOWN ON THESE PLANS.
2. A COPY OF THE WATER QUALITY PLAN SHALL BE KEPT AND AVAILABLE AT THE PROJECT SITE AT ALL TIMES.
3. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE WATER QUALITY PLAN AND/OR AS DIRECTED BY CITY INSPECTOR.
4. NO GRADING OR TRENCHING, EXCEPT AS REQUIRED FOR EROSION OR SEDIMENT CONTROL, SHALL OCCUR WITHIN 35 FEET FROM THE CENTERLINE OF PERENNIAL AND INTERMITTENT DRAINAGE SWALES BETWEEN OCTOBER 15 AND APRIL 15 EXCEPT AS APPROVED BY THE DEPARTMENT OF FISH AND WILDLIFE.

REVISIONS			
NO.	DESCRIPTION	DATE	BY

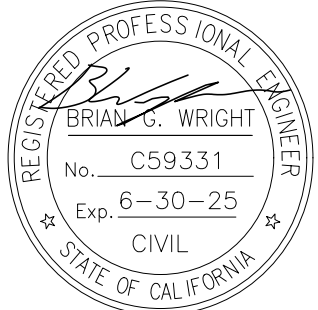
BENCH MARK	ELEV. 173.650'
	BENCHMARK BM47
CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.	

FIELD BOOK
SCALE
HORIZ. _____
VERT. _____

CITY# 700029



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1410 Rocky Ridge Drive, Suite 300 Roseville, CA 95661 (916) 788-8122			
DESIGNED BY: MEGAN BUCHE	DATE	08/2023	
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CITY OF ROSEVILLE
ON-ROUTE BUS CHARGING STATION
ROSEVILLE GALLERIA
GENERAL NOTES AND ABBREVIATIONS

Xrefs: ORBC-C-BORDER
Images: cropped COR block logo.tif

GRADING NOTES:

1. GRADING SHALL CONFORM TO APPENDIX CHAPTER 33 UBC, LATEST EDITION, AND TO THE RECOMMENDATIONS OF THE GEOTECHNICAL ENGINEERING REPORT BY CRAWFORD & ASSOCIATES, INC.
2. ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED AS SPECIFIED IN THE WATER QUALITY PLAN FOR THIS PROJECT OR AS DETERMINED BY THE CITY INSPECTOR. THE WATER QUALITY PLAN IS CONSIDERED A DYNAMIC DOCUMENT AND WILL CHANGE AS CONDITIONS WARRANT. PERMANENT EROSION AND SEDIMENT CONTROL MEASURES WILL BE CONSTRUCTED AS SHOWN ON THE WATER QUALITY PLAN.
3. ALL REAR LOT CORNER ELEVATIONS SHALL BE EQUAL TO OR GREATER THAN THE HIGHEST ADJACENT PAD GRADE UNLESS SPECIFICALLY SHOWN ON THESE PLANS AND APPROVED BY ENGINEERING DIVISION.
4. NON-POTABLE WATER SHALL BE SPRAYED ON ALL EXPOSED EARTH SURFACES DURING CLEARING GRADING, EARTH MOVING, AND OTHER SITE PREPARATION ACTIVITIES. THE EXPOSED EARTH SHALL BE WATERED THROUGHOUT THE DAY TO MINIMIZE DUST.
5. TARPULINS OR OTHER EFFECTIVE COVERS SHALL BE USED ON ALL STOCKPILED EARTH MATERIAL AND ON HAUL TRUCKS TO MINIMIZE DUST.
6. THE CITY SHALL HAVE THE AUTHORITY TO STOP ALL GRADING OPERATIONS, IF, IN OPINION OF CITY STAFF, INADEQUATE DUST CONTROL MEASURES ARE BEING PRACTICED OR EXCESSIVE WIND CONDITIONS CONTRIBUTE TO FUGITIVE DUST EMISSIONS.
7. ADJACENT STREET FRONTAGES SHALL BE SWEEPED AT LEAST ONCE A DAY TO REMOVE SILT AND OTHER DIRT WHICH IS EVIDENT FROM CONSTRUCTION ACTIVITIES. REFER TO SCHEDULES WITHIN THE WATER QUALITY PLAN.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING CONSTRUCTION VEHICLES LEAVING THE SITE ON A DAILY BASIS TO PREVENT DUST, SILT AND DIRT FROM BEING RELEASED OR TRACKED OFFSITE. REFER TO THE WATER QUALITY PLAN FOR SPECIFIC REQUIREMENTS.
9. CONSTRUCTION SHALL STOP IF CULTURAL RESOURCES ARE SUSPECTED. IT IS POSSIBLE THAT PREVIOUS ACTIVITIES HAVE OBSCURED SURFACE EVIDENCE OF CULTURAL RESOURCES. IF SIGNS OF AN ARCHEOLOGICAL SITE, SUCH AS ANY UNUSUAL AMOUNTS OF STONE, BONE, OR SHELL, ARE UNCOVERED DURING GRADING OR OTHER CONSTRUCTION ACTIVITIES, WORK SHALL BE HALTED WITHIN 100 FEET OF THE FIND AND THE ROSEVILLE COMMUNITY DEVELOPMENT DEPARTMENT SHALL BE NOTIFIED. A QUALIFIED ARCHEOLOGIST SHALL BE CONSULTED FOR AN ON-SITE EVALUATION. THE ARCHEOLOGIST MAY REQUIRE ADDITIONAL MITIGATION.
10. SHOULD GRADING OPERATIONS UNCOVER HAZARDOUS MATERIALS, OR WHAT APPEARS TO BE HAZARDOUS MATERIALS, THE FIRE DEPARTMENT SHALL BE CONTACTED IMMEDIATELY AT (916) 774-5820. THE AREA, WHICH CONTAINS THE HAZARDOUS MATERIALS, SHALL BE MARKED OFF UNTIL AN INVESTIGATION BY A MEMBER OF THE FIRE DEPARTMENT IS CONDUCTED.
11. THE CONTRACTOR/DEVELOPER IS EXPECTED TO COMPLY WITH THE FUGITIVE DUST CONTROL REQUIREMENTS FROM THE PLACER COUNTY AIR POLLUTION CONTROL DISTRICT: WWW.PLACER.CA.GOV/APCD
12. CONTAMINATED SOIL - DEVELOPER AGREES TO PROPERLY ADHERE TO ALL THEN CURRENT STATE AND FEDERAL REQUIREMENTS WHEN ANY EVIDENCE OF TOXIC, HAZARDOUS OR CONTAMINATED SOILS ARE ENCOUNTERED DURING ANY AND ALL EXCAVATION OR GRADING OPERATIONS, AND TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY OR ROSEVILLE, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, COSTS, CLAIMS, FEES, FINES, PENALTIES AND CLAIMS OF OR DAMAGE OF ANY TYPE WHATSOEVER. EXTRA COSTS FOR REMEDIATION AND/OR REMOVAL OF SOIL SHALL BE BOURN SOLELY BY THE DEVELOPER. THE PARTIES INTEND THAT THIS PROVISION BE BROADLY CONSTRUED.

STRIPING NOTES:

1. CONTRACTOR SHALL REMOVE ALL EXISTING NON-CONFORMING STRIPING (BY GRINDING) AND PAVEMENT MARKERS AND ALL EXISTING STRIPING THAT CONFLICTS WITH THE PROPOSED STRIPING. REMOVAL SHALL INCLUDE ALL TEMPORARY TRAFFIC STRIPES AND MARKINGS.
2. ALL PERMANENT PAINTED TRAFFIC STRIPES, ARROWS, AND PAVEMENT MARKINGS SHALL BE CONSTRUCTED WITH THERMOPLASTIC MATERIAL TO THE SPECIFICATIONS SET FORTH IN CHAPTER 3 OF THE LATEST EDITION OF THE CALIFORNIA MUTCD. NON-REFLECTIVE PAVEMENT MARKERS SHALL CONSIST OF CERAMIC MARKERS ONLY CONFORMING TO CHAPTER 3 OF THE LATEST EDITION OF THE CALIFORNIA MUTCD. THERMOPLASTIC MATERIAL SHALL BE APPLIED ONLY WHEN THE PAVEMENT SURFACE TEMPERATURE IS ABOVE 60 DEGREES FAHRENHEIT.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AND MAINTAINING ALL CONSTRUCTION SIGNING AND STRIPING AS REQUIRED BY THE MUTCD AND MUTCD CALIFORNIA SUPPLEMENT TO DELINEATE CONSTRUCTION HAZARDS AT HIS/HER EXPENSE.

TREE PRESERVATION NOTES:

1. GRADING AROUND TREES TO BE LIMITED TO OUTSIDE THE DRIPLINE. ANY TREE WELL GRADED SHOULD BE DRAINED TO SOME OUTFALL OR SWALE.
2. THE FOLLOWING CONDITIONS SHALL APPLY TO ENSURE THE PRESERVATION OF TREES:

2.1. EACH TREE OR GROUP OF TREES TO BE SAVED SHALL BE FENCED BY A CHAIN-LINK FENCE OR TEMPORARY FENCE DESIGNATED IN THE SPECIFICATION PRIOR TO ANY GRADING OR MOVEMENT OF HEAVY EQUIPMENT OR ISSUANCE OF ANY PERMITS.

2.2. FENCING SHALL BE LOCATED ONE FOOT (1') OUTSIDE THE DRIPLINE OF THE TREE OR TREES.

2.3. SIGNS SHALL BE POSTED ON ALL SIDES OF SAID FENCES STATING:

WARNING:
THIS FENCE SHALL NOT BE REMOVED
OR RELOCATED WITHOUT WRITTEN
AUTHORIZATION FROM THE
PLANING DEPARTMENT
3. THE GRADING PLAN FOR THE PROJECT HAS BEEN DESIGNED FOR NO GRADING TO OCCUR WITHIN THE DRIPLINE OF ANY OAK TREE UNLESS SPECIFICALLY APPROVED BY PLANNING DEPARTMENT AND SHOWN ON THESE PLANS. NO GRADES SHALL BE MODIFIED WITHOUT THE APPROVAL OF THE CIVIL ENGINEER AND THE CITY OF ROSEVILLE.
4. NO TRENCHING SHALL OCCUR BENEATH THE DRIPLINE OF ANY OAK TREE TO BE SAVED UNLESS STATED ON THESE PLANS "TRENCHING UNDER THIS TREE IS APPROVED".
5. PARKING OF VEHICLES AND EQUIPMENT OR STORAGE OF MATERIALS UNDER THE DRIPLINE OF TREES SHALL NOT OCCUR AT ANY TIME.

ABBREVIATIONS:

AB	AGGREGATE BASE
AS	AGGREGATE SUBBASE
AP	ANGLE POINT
AC	ASPHALT CONCRETE
BOW	BACK OF WALK
BOT	BOTTOM
BFP	BACKFLOW PREVENTER
CTSPD	CALTRANS STANDARD PLAN DETAIL
CIP	CAST IN PLACE
CLF	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
C&G	CURB & GUTTER
C, G & SW	CURB, GUTTER AND SIDEWALK
DDCV	DOUBLE DETECTOR CHECK VALVE
DIA	DIAMETER
DWT	DETECTABLE WARNING SURFACE
DBL	DOUBLE
EAS	EASEMENT
ES	EDGE OF SHOULDER
EC	END HORIZONTAL CURVE
EVCS	ELECTRIC VEHICLE CHARGING STATION
EP	EDGE OF PAVEMENT
EL	ELEVATION
(E)	EXISTING
FDC	FIRE DEPARTMENT CONNECTION
FH	FIRE HYDRANT
FL	FLOWLINE
FS	FINISHED SURFACE
GB	GRADE BREAK
ASPH	EXISTING ASPHALT CONCRETE
GTD	GRADE TO DRAIN
GR	GRATE
HP	HIGH POINT
HMA	HOT MIX ASPHALT
INV	INVERT
IRR	IRRIGATION
ISA	INTERNATIONAL SYMBOL OF ACCESSIBILITY
LT	LEFT
LP	LOW POINT
ME	MATCH EXISTING
OG	ORIGINAL GROUND
PCC	PORTLAND CEMENT CONCRETE
PB	PULLBOX
PL	PROPERTY LINE
PP	POWER POLE
PG	PROPOSED GRADE
PIV	POST INDICATOR VALVE
R/W	RIGHT OF WAY
RW	RETAINING WALL
SED	SEE ELECTRICAL DRAWING
STA	STATION
STD	STANDARD
SWPPP	STORM WATER POLLUTION PREVENTION PLAN
RT	RIGHT
TOC	TOP OF CONCRETE
TOP	TOP OF PAVEMENT
VC	VERTICAL CURVE

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. 173.650'
BENCHMARK	BM47
CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.	

FIELD BOOK
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CITY# 700029



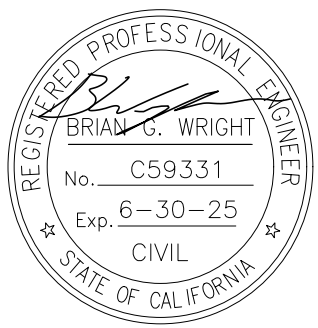
PSOMAS

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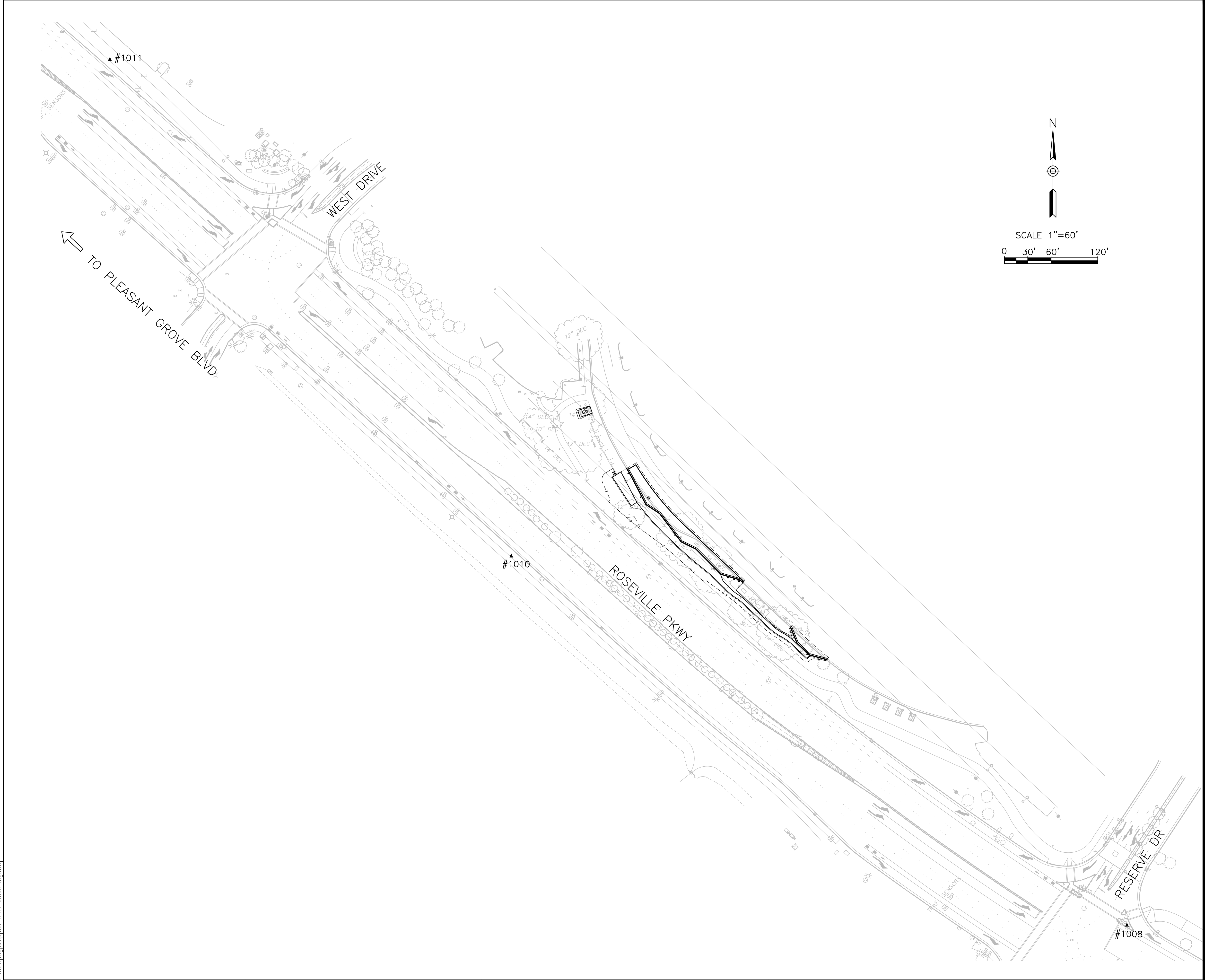


CITY OF ROSEVILLE

ON-ROUTE BUS CHARGING STATION

ROSEVILLE GALLERIA

GENERAL NOTES AND ABBREVIATIONS



- NOTES:
1. THE SURVEY DATA SHOWN HEREON REPRESENTS A SURVEY PERFORMED UNDER THE SUPERVISOR AND RESPONSIBLE CHARGE OF JUSTIN LAMBERT, PLS #9046.
 2. COORDINATE VALUES SHOWN HEREON ARE CALIFORNIA COORDINATE SYSTEM OF 1983 (CCS83) ZONE 2 (2010.00 EPOCH) GRID COORDINATES. DIVIDE GRID VALUES BY 0.99992409 TO OBTAIN GROUND COORDINATES.
 3. THE TOPOGRAPHY SHOWN HEREON IS BASED ON A GROUND SURVEY COMPLETED MARCH 8, 2022.
 4. UTILITIES SHOWN HEREON HAVE BEEN LOCATED AND DRAWN BASED ON VISIBLE SURFACE EVIDENCE ONLY, AND MUST BE VERIFIED PRIOR TO CONSTRUCTION. THIS DOES NOT CONSTITUTE OF A UTILITY SURVEY.
 5. THIS DOES NOT CONSTITUTE A TREE SURVEY. TREES AND DRIPLINES SHOWN HEREON HAVE BEEN LOCATED BASED ON VISIBLE SURFACE EVIDENCE ONLY. TREE SPECIES AND SIZES HAVE NOT BEEN VERIFIED BY A CERTIFIED ARBORIST.

DATUMS

THE HORIZONTAL DATUM FOR THIS PROJECT IS BASED UPON THE NORTH AMERICAN DATUM OF 1983 (2010.00 EPOCH), CALIFORNIA STATE PLANE ZONE 2. THE VERTICAL DATUM IS THE NORTH AMERICAN VERTICAL DATUM OF 1988. THE HORIZONTAL AND VERTICAL DATUMS FOR THE OCCUPIED CONTROL WERE ESTABLISHED BY MARK THOMAS FOR THE ROSEVILLE PARKWAY WIDENING PROJECT UTILIZING TIES TO LOCAL CALIFORNIA SURVEY REFERENCE NETWORK STATIONS AND NEARBY CITY OF ROSEVILLE BENCHMARKS.

SURVEY CONTROL TABLE:

POINT #	NORTHING	EASTING	ELEVATION	DESCRIPTION
1008	2043111.50	6770044.32	205.39	NAIL & SHINER
1010	2043586.01	6769252.81	196.57	NAIL & SHINER
1011	2044224.55	6768736.69	182.53	NAIL & SHINER

REVISIONS

NO.	DESCRIPTION	DATE	BY

BENCH MARK

ELEV.	173.650'
BENCHMARK	BM47

CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.

FIELD BOOK

CITY# 700029

SCALE

HORIZ. 1"=60'

VERT.

CITY OF ROSEVILLE CALIFORNIA

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SEAL

CITY OF ROSEVILLE

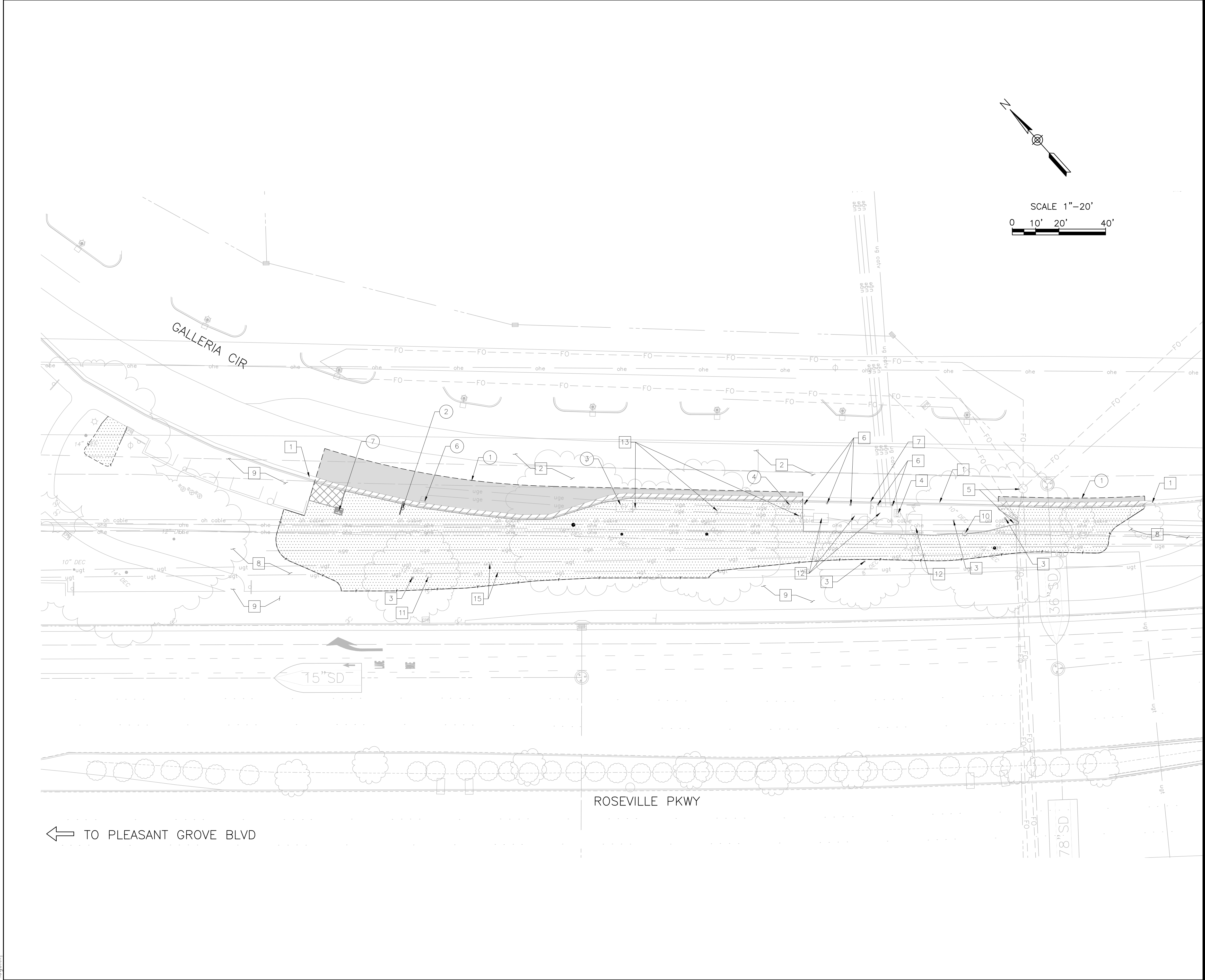
ON-ROUTE BUS CHARGING STATION

ROSEVILLE GALLERIA

SURVEY CONTROL

SHEET 4 OF 27

Xrefs: V-TPG-GalleriaBusDepot[ORBC-X-TOPO-ADDITION[ORBC-C-SITE[ORBC-C-BORDER
Images: Justin.PNG[Justin Lambert.png[cropped COR_black_logo.tif]



- DEMOLITION NOTES:**
- 1 SAWCUT EXISTING ASPHALT FOR ASPHALT REMOVAL.
 - 2 REMOVE EXISTING SIGN AND POST. SEE GRADING PLAN FOR NEW ROADSIDE SIGN AND POST.
 - 3 REMOVE EXISTING ELECTRIC VAULT PULLBOX. SEE ELECTRICAL PLAN FOR PROPOSED SWITCH VAULT.
 - 4 REMOVE AND RELOCATE EXISTING IRRIGATION CONTROL VALVE, SPRINKLER HEADS AND PIPING AS NEEDED TO RESTORE IRRIGATION SYSTEM TO FULLY FUNCTIONAL SYSTEM FOR THE NEW LANDSCAPE AREAS.
 - 5 REMOVE EXISTING TREE.
 - 6 REMOVE ELECTRIC BOX.
 - 7 RELOCATE ELECTRIC PULLBOX. SEE SITE PLAN.

- PROTECTION NOTES:**
- 1 PROTECT EXISTING CURB AND GUTTER.
 - 2 PROTECT IN PLACE EXISTING PAVEMENT.
 - 3 PROTECT IN PLACE EXISTING TREE.
 - 4 PROTECT IN PLACE EXISTING ELECTRICAL PULL BOX/VAULT
 - 5 PROTECT IN PLACE EXISTING TELECOMMUNICATION PULL BOX.
 - 6 PROTECT IN PLACE EXISTING BOLLARD.
 - 7 PROTECT IN PLACE EXISTING SIGN.
 - 8 PROTECT IN PLACE EXISTING LANDSCAPE.
 - 9 PROTECT EXISTING CONCRETE SIDEWALK..
 - 10 PROTECT IN PLACE EXISTING ELECTRICAL POLE.
 - 11 PROTECT EXISTING LIGHT POLE.
 - 12 PROTECT EXISTING TRANSFORMERS AND TRANSFORMER PADS.
 - 13 PROTECT EXISTING UNDERGROUND ELECTRICAL LINES
 - 14 PROTECT IN PLACE EXISTING ELECTRICAL VAULT. SEE SITE PLAN FOR FURTHER DETAILS.
 - 15 PROTECT EXISTING UNDERGROUND TELECOMMUNICATION LINES.

- LEGEND:**
- REMOVE EXISTING ASPHALT AND AGGREGATE BASE TO DEPTH TO ACCOMMODATE NEW STRUCTURAL SECTION
 - REMOVE EXISTING CURB AND GUTTER
 - REMOVE EXISTING CONCRETE
 - REMOVAL OF EXISTING LANDSCAPING MUST BE COORDINATED WITH A REPRESENTATIVE FROM THE GALLERIA THROUGH THE RESIDENT ENGINEER
 - FILL LINE
 - SAWCUT LINE

NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 173.650'

BENCHMARK BM47

CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.

FIELD BOOK

CITY# 700029

SCALE

HORIZ. 1"=20'

VERT.

PSOMAS

1410 Rocky Ridge Drive, Suite 300 Roseville, CA 95661 (916) 788-8122

DESIGNED BY: MEGAN BUCHE

CHECKED BY: BRIAN WRIGHT

DRAWN BY: DEBI HUYNH

DATE 08/2023

DATE 08/2023

DATE 08/2023

CITY OF ROSEVILLE

ON-ROUTE BUS CHARGING STATION

ROSEVILLE GALLERIA

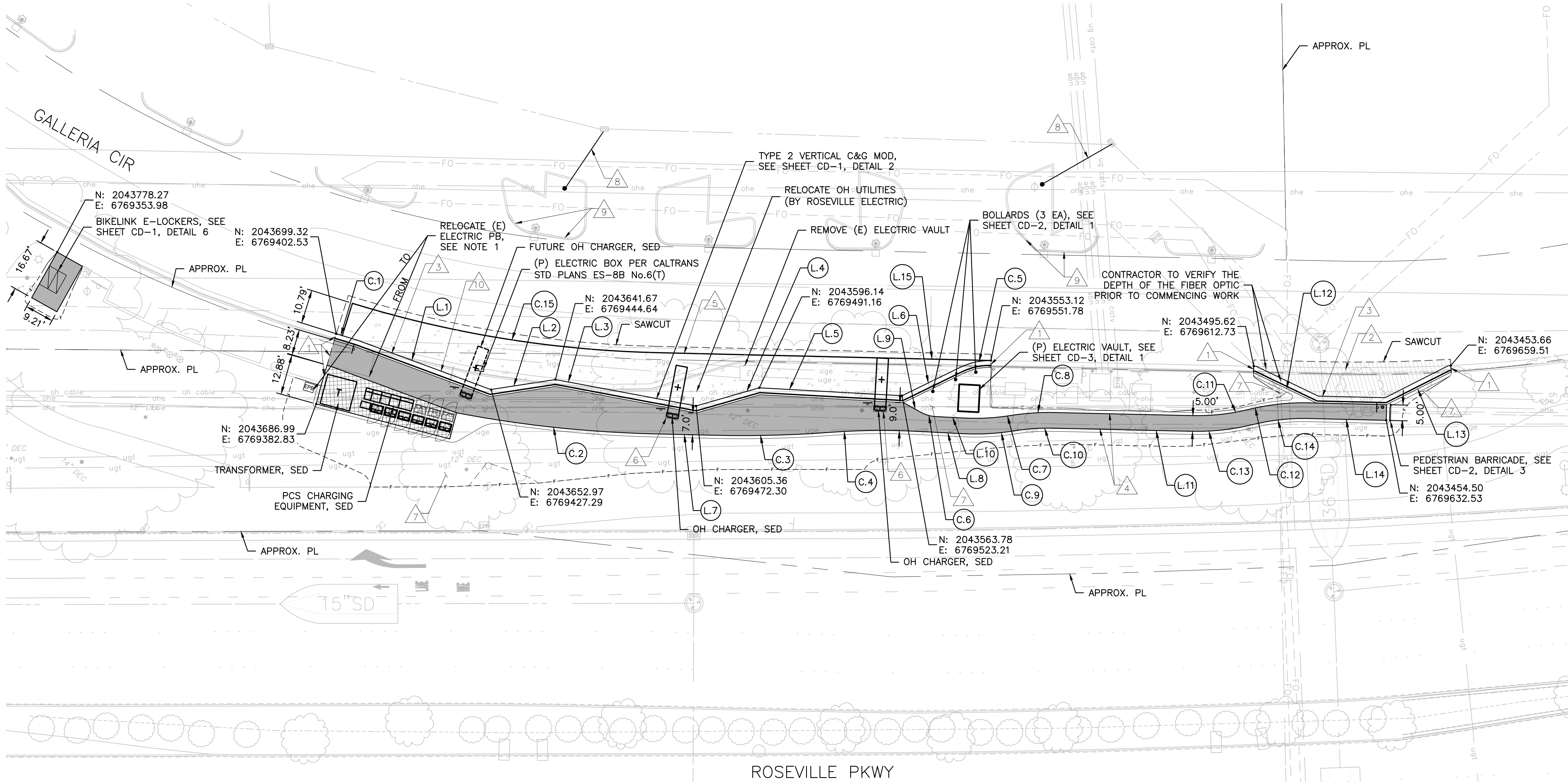
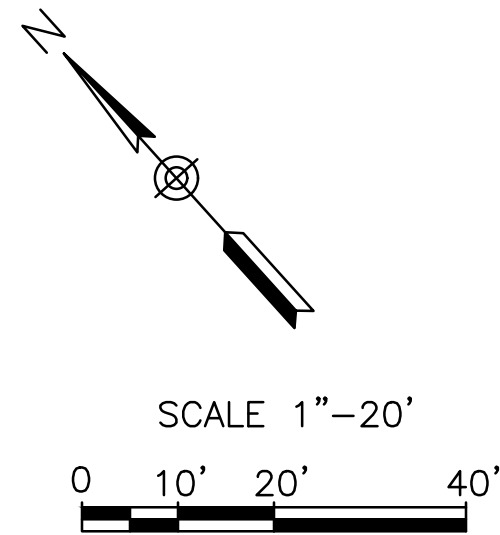
DEMO PLAN

SHEET 5 OF 27

Plotted: 08/07/2023 14:35:07.01 | Drawing: \\pprod.psomas.corp\panzuraprojects\ROS_Projects\6ROS013307-Galleria\TRANSP\DESIGN\ROAD\SHEETS\05-ORBC-DEMO-PLAN.dwg | Layout: D-1 | By: debi.Huynh

CURVE DATA TABLE						
No.	LENGTH	RADIUS	TANGENT	DELTA	NORTHING	EASTING
C.1	6.96'	368.56'	3.48'	001° 04' 56"	2043693.33	6769406.18
C.2	63.40'	383.67'	31.77'	009° 28' 03"	2043654.92	6769414.15
C.3	37.24'	383.67'	18.63'	005° 33' 41"	2043594.68	6769470.19
C.4	27.84'	223.50'	13.94'	007° 08' 12"	2043570.43	6769498.44
C.5	10.17'	21.50'	5.18'	027° 06' 24"	2043553.08	6769551.75
C.6	4.56'	10.00'	2.32'	026° 07' 10"	2043555.63	6769524.20
C.7	14.52'	67.50'	7.29'	012° 19' 36"	2043544.95	6769533.44
C.8	13.52'	72.50'	6.78'	010° 40' 55"	2043535.86	6769544.73

CURVE DATA TABLE						
No.	LENGTH	RADIUS	TANGENT	DELTA	NORTHING	EASTING
C.9	15.60'	72.50'	7.83'	012° 19' 36"	2043541.41	6769529.90
C.10	12.58'	67.50'	6.31'	010° 40' 55"	2043531.65	6769542.03
C.11	17.92'	67.50'	9.01'	015° 12' 40"	2043496.93	6769587.79
C.12	19.36'	72.50'	9.74'	015° 18' 08"	2043486.49	6769602.29
C.13	19.25'	72.50'	9.68'	015° 12' 40"	2043493.29	6769584.35
C.14	18.03'	67.50'	9.07'	015° 18' 08"	2043482.08	6769599.93



SITE PLAN NOTES:

- 1 TIE NEW CONCRETE INTO EXISTING CONCRETE. SEE SHEET CD-1, DETAIL 1.
- 2 VEHICLE TURNOUT. SEE SHEET CD-1, DETAIL 4.
- 3 TYPE 2 VERTICAL C&G MOD. SEE SHEET CD-1, DETAIL 2.
- 4 CONCRETE SHALL HAVE THICKENED EDGE WHERE ADJACENT TO LANDSCAPE. SEE SHEET CD-1, DETAIL 5.
- 5 PORTLAND CEMENT CONCRETE ROADWAY STRUCTURAL SECTION CONFORM SEE SHEET CD-1, DETAIL 3.
- 6 OH CHARGER FOOTING. SEE SHEET SCD-1, DETAIL 1.
- 7 PLACE PLANTING AND MODIFY EXISTING IRRIGATION TO MATCH PLANT TYPE AND CONFIGURATION OF REMOVED LANDSCAPING. COORDINATE LANDSCAPING AND IRRIGATION WITH A REPRESENTATIVE FROM THE GALLERIA THROUGH THE RESIDENT ENGINEER.
- 8 SEE STORMWATER MANAGEMENT PLAN.
- 9 CURB OPENING LOCATION. SEE SHEET CD-4, DETAIL 4.
- 10 PAINT BUS BAY AREA CURB RED. PLACE 4" WHITE LETTERING: "NO PARKING FIRE LANE" EVERY 40' O.C. ALONG PAINTED FACE OF CURB.

CONSTRUCTION NOTES:

- 1 CONTRACTOR MUST RELOCATE OR ADJUST BOX TO GRADE AS SHOWN ON THE PLANS. CNTRACTOR TO CONIRM DEPTH AND EXACT LOCATION OF LINE PRIOR TO EXCAVATION. ALL CONDUITS AND WIRES WITHIN THE LIMITS OF THE WORK MUST BE LOWERED OR RELOCATED TO AVOID CONFLICT. WHERE CONDUITS ARE LOWERED THESE MUST BE AT LEAST 2FT BELOW THE BOTTOM OF THE GRADING PLANE.

SURFACE LEGEND:

- 0.83' PCC W/ #4, GRADE 60 @ 18" o.c. BOTH WAYS
- 0.50' CLASS 2 AB
- PCC SIDEWALK
- 0.33' PCC
- 0.33' CLASS 2 AB
- PCC PAD
- 0.5' PCC
- 0.5' CLASS 2 AB
- 0.3' HMA (TYPE A)
- 0.9' CLASS 2 AB

LINE DATA TABLE				
LINE NO.	LENGTH	DIRECTION	NORTHING	EASTING
L.1	45.38'	N 27° 36' 49" W	2043653.12	6769427.22
L.2	20.85'	N 56° 41' 19" W	2043641.67	6769444.64
L.3	45.64'	N 37° 18' 03" W	2043605.36	6769472.30
L.4	20.94'	N 63° 55' 10" W	2043596.16	6769491.11
L.5	45.59'	N 44° 45' 35" W	2043563.78	6769523.21
L.6	20.59'	N 73° 53' 10" W	2043558.07	6769542.99
L.7	19.00'	S 46° 34' 24" E	2043607.74	6769456.39
L.8	15.00'	S 44° 59' 53" E	2043552.02	6769519.30
L.9	6.58'	S 18° 52' 44" E	2043561.86	6769522.07
L.10	9.68'	S 44° 59' 53" E	2043551.79	6769526.59
L.11	44.60'	S 46° 38' 35" E	2043523.91	6769551.93
L.12	21.94'	S 22° 16' 18" E	2043493.77	6769611.46
L.13	22.66'	S 74° 45' 36" E	2043458.13	6769635.96
L.14	24.82'	S 46° 33' 07" E	2043471.56	6769614.51
L.15	106.82'	S 46° 34' 24" E	2043626.55	6769474.19

REVISIONS			
NO.	DESCRIPTION	DATE	BY

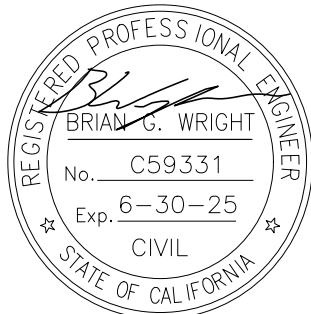
BENCH MARK	ELEV. 173.650'
BENCHMARK	BM47
CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.	

FIELD BOOK	CITY# 700029
SCALE	HORIZ. 1"=20'
VERT.	

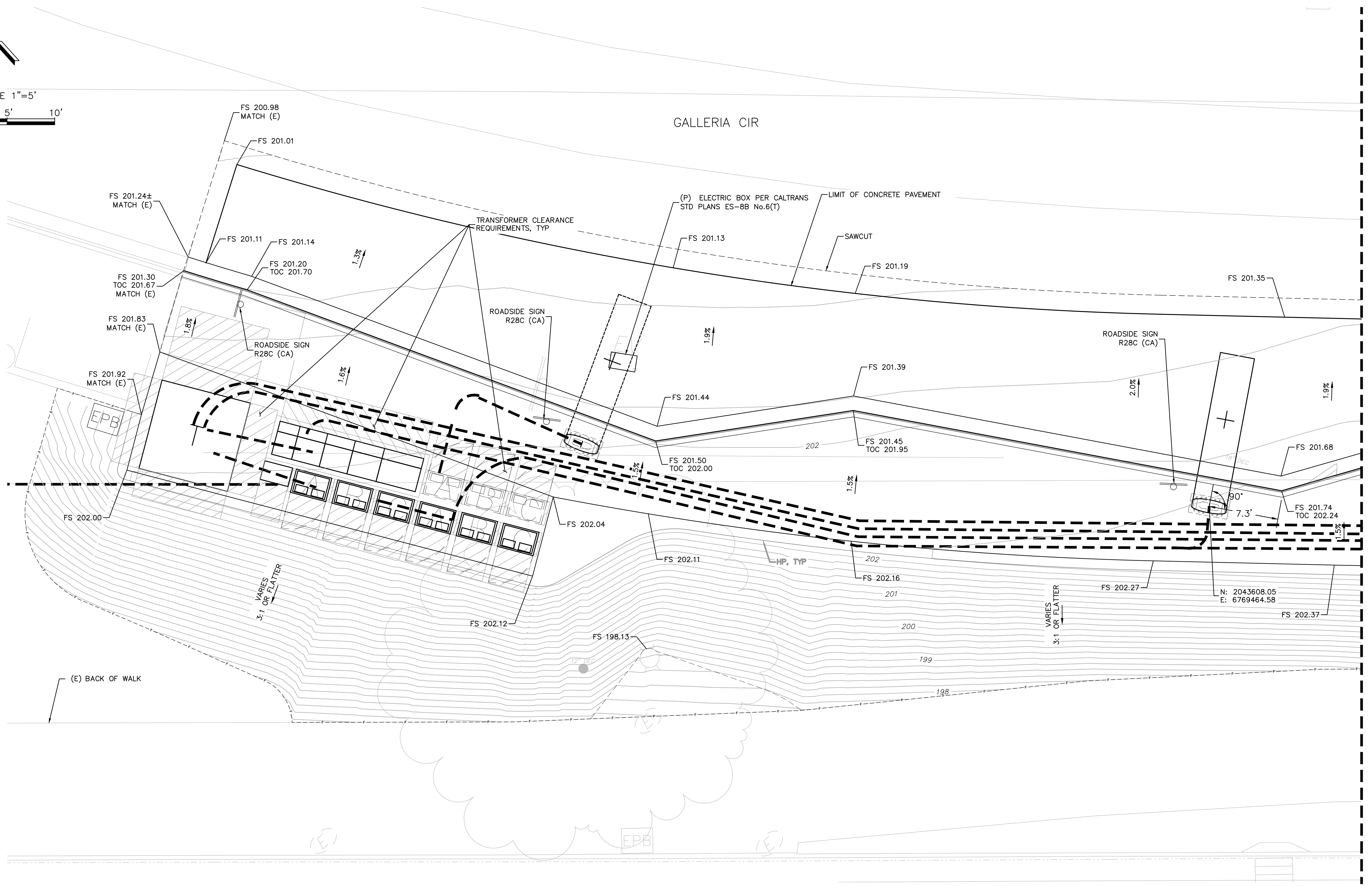
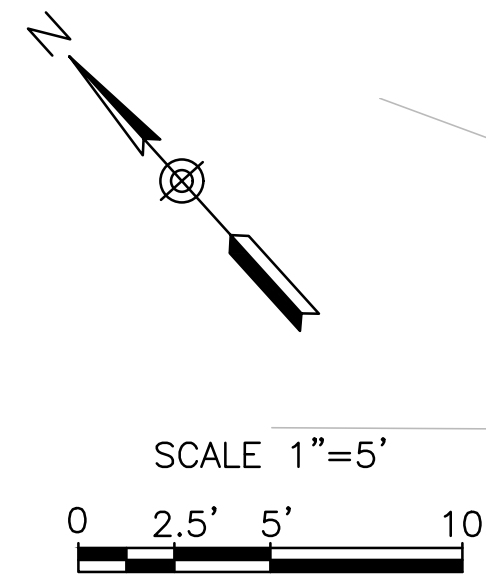


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DRAWN BY: DEBI HUYNH DATE 08/2023



CITY OF ROSEVILLE
ON-ROUTE BUS CHARGING STATION
ROSEVILLE GALLERIA
SITE PLAN



MATCHLINE SEE GP-2

Xrefs: V-TPG-GalleriaBusDepot[ORBC-X-TOPO-ADDITION[ORBC-C-SITE[ORBC-C-BORDER[ORBC-E-ELECTRICAL
Images: cropped COR block logo.tif

REVISIONS			
NO.	DESCRIPTION	DATE	BY

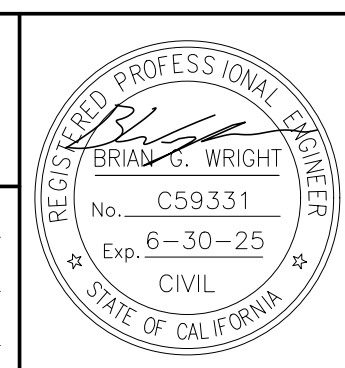
BENCH MARK		ELEV. 173.650'
BENCHMARK BM47		
CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.		

FIELD BOOK	CITY# 700029
SCALE	
HORIZ. 1"=5'	
VERT. _____	



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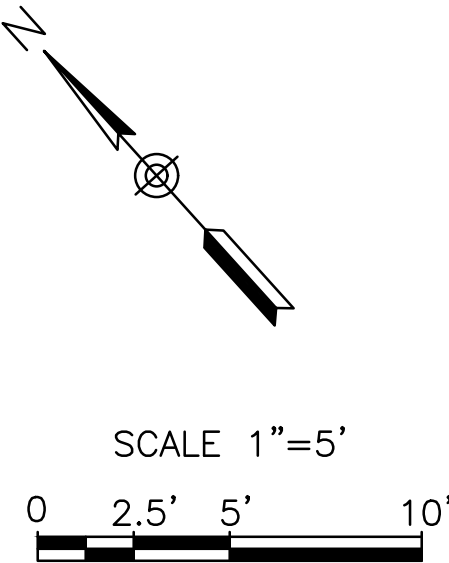
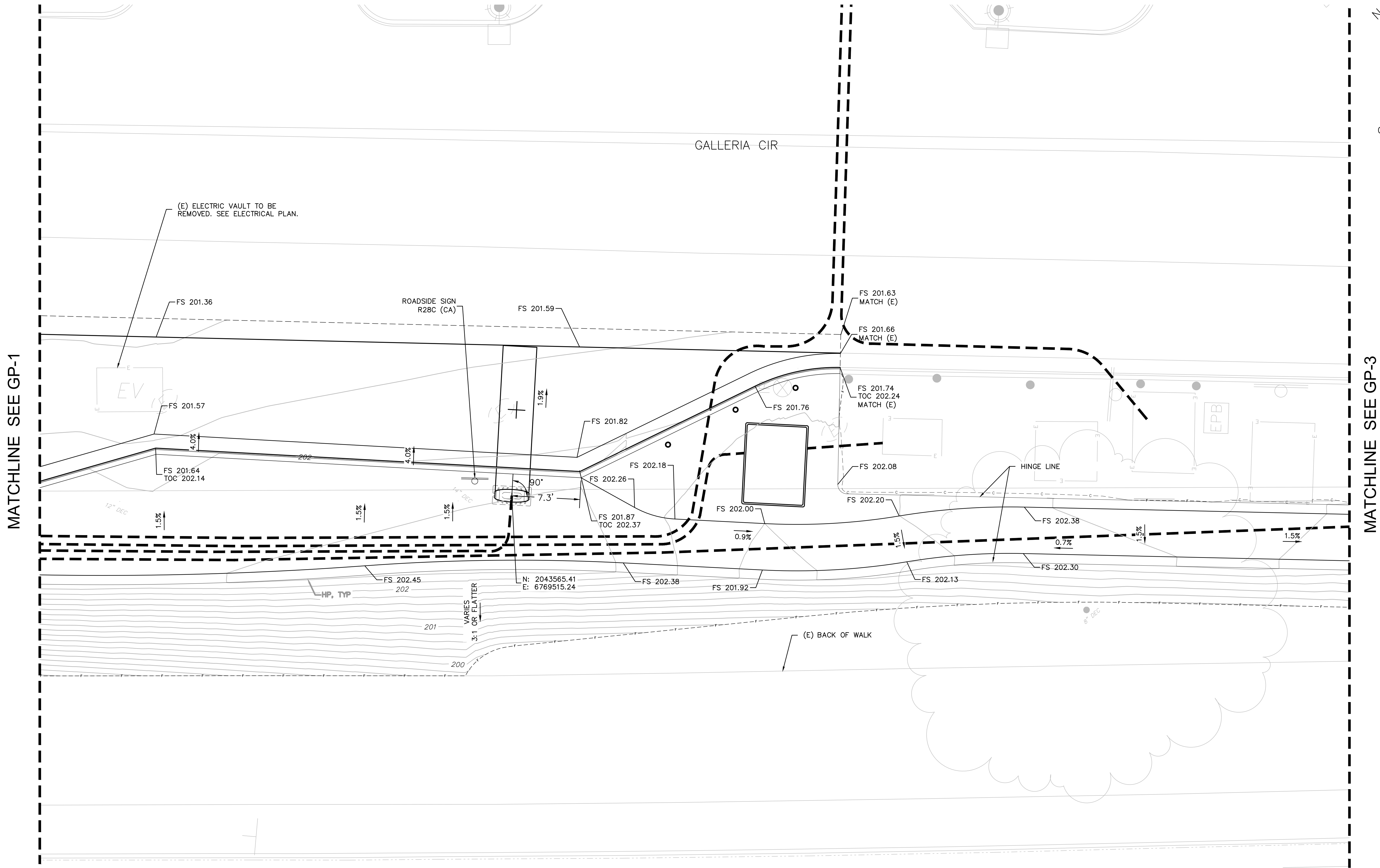


CITY OF ROSEVILLE
ON-ROUTE BUS CHARGING STATION
ROSEVILLE GALLERIA
GRADING PLAN

SHEET
7
— OF —
27

GP-1

Xrefs: V-TPG-GalleriaBusDepot[ORBC-X-TOPO-ADDITION[ORBC-C-SITE[ORBC-C-BORDER[ORBC-E-ELECTRICAL
Images: cropped COR block logo.tif



REVISIONS			
NO.	DESCRIPTION	DATE	BY

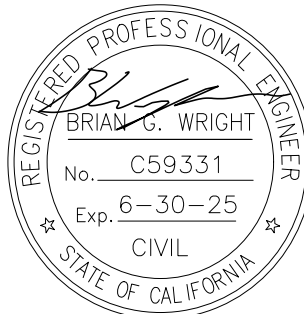
BENCH MARK		ELEV. 173.650'
BENCHMARK BM47		
CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.		

FIELD BOOK	CITY# 700029
SCALE	
HORIZ. 1"=5'	
VERT. _____	



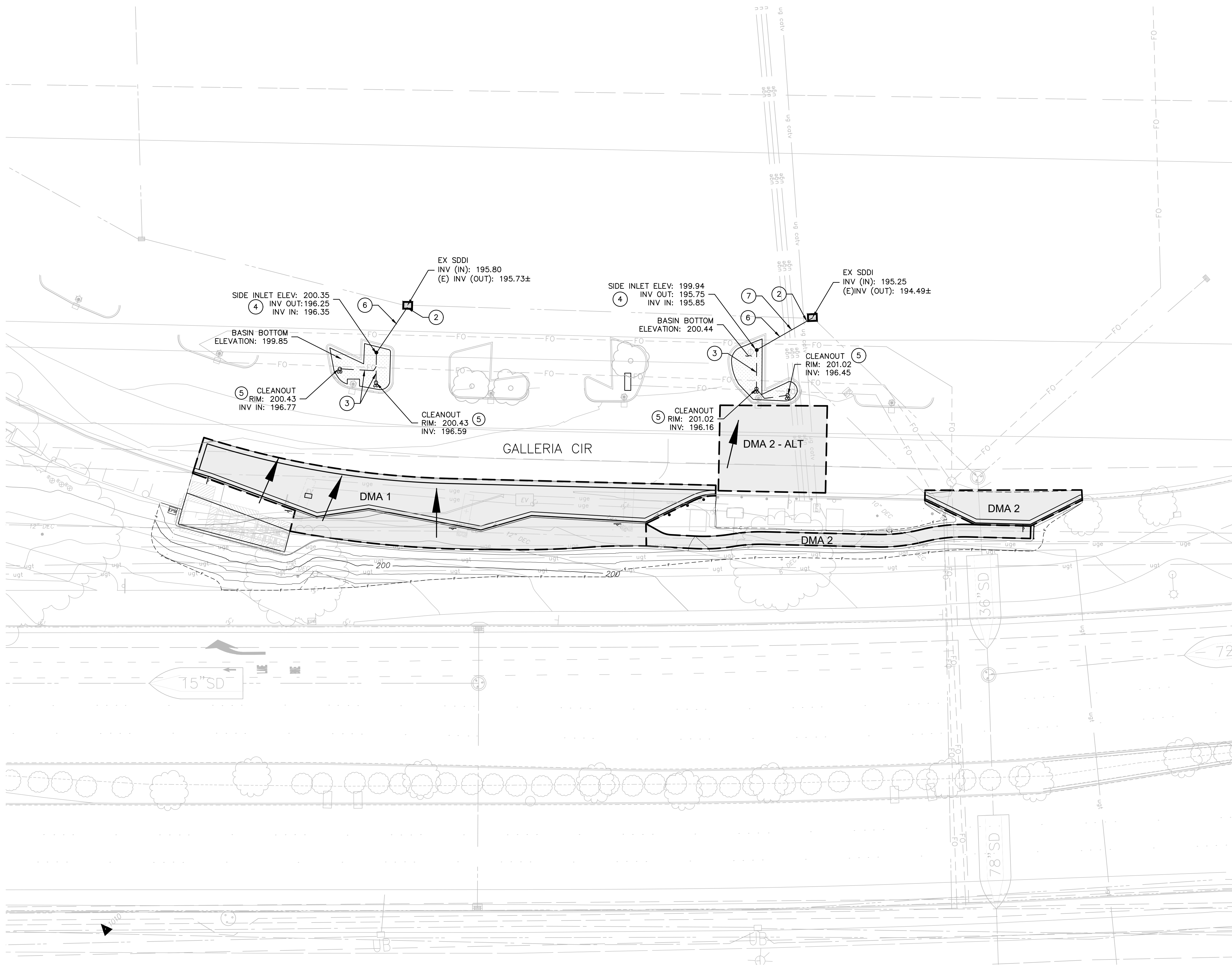
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CITY OF ROSEVILLE
ON-ROUTE BUS CHARGING STATION
ROSEVILLE GALLERIA
GRADING PLAN

Xrefs: V-TPG-GalleriaBusDepot[ORBC-X-TOPO-ADDITION][ORBC-C-SITE][ORBC-C-BORDER][ORBC-E-ELECTRICAL][ORBC-X-UTIL
Images: cropped COR block logo.tif]

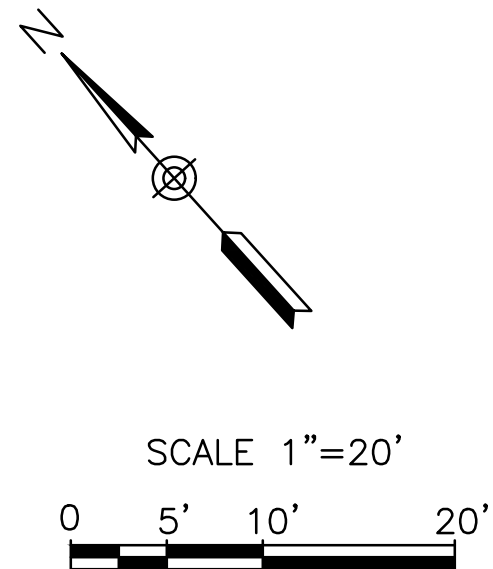


UNCAPTURED DMAS HEAVY AND LIGHT DUTY PARKING AREAS		
DMA	IMPERVIOUS	TOTAL AREA
1	4,793 SF	4,793 SF
2	1,470 SF	1,470 SF
2-ALT	1,480 SF	1,480 SF
TOTAL	6,273 SF	6,273 SF

DMA: DRAINAGE MANAGEMENT AREA

KEY NOTES:

- 1) BIORETENTION PLANTER, SEE SITE PLAN FOR DETAILS.
- 2) CONNECT TO EXISTING STORM DRAIN INLET
- 3) INSTALL 6" PERFORATED PIPE, SDR-35 DRAIN PIPE, S=0.5%
- 4) PLANTER OVERFLOW, SEE DETAIL 2 ON SHEET CD-4
- 5) INSTALL PERFORATED PIPE CLEANOUT, SEE DETAIL 3 ON SHEET CD-4
- 6) INSTALL 12" RCP CLASS IV STORM DRAIN PIPE
- 7) EVALUATE EXISTING UTILITY CONFLICT IN FIELD PRIOR TO TRENCHING FOR STORM DRAIN



REVISIONS			
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CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.	

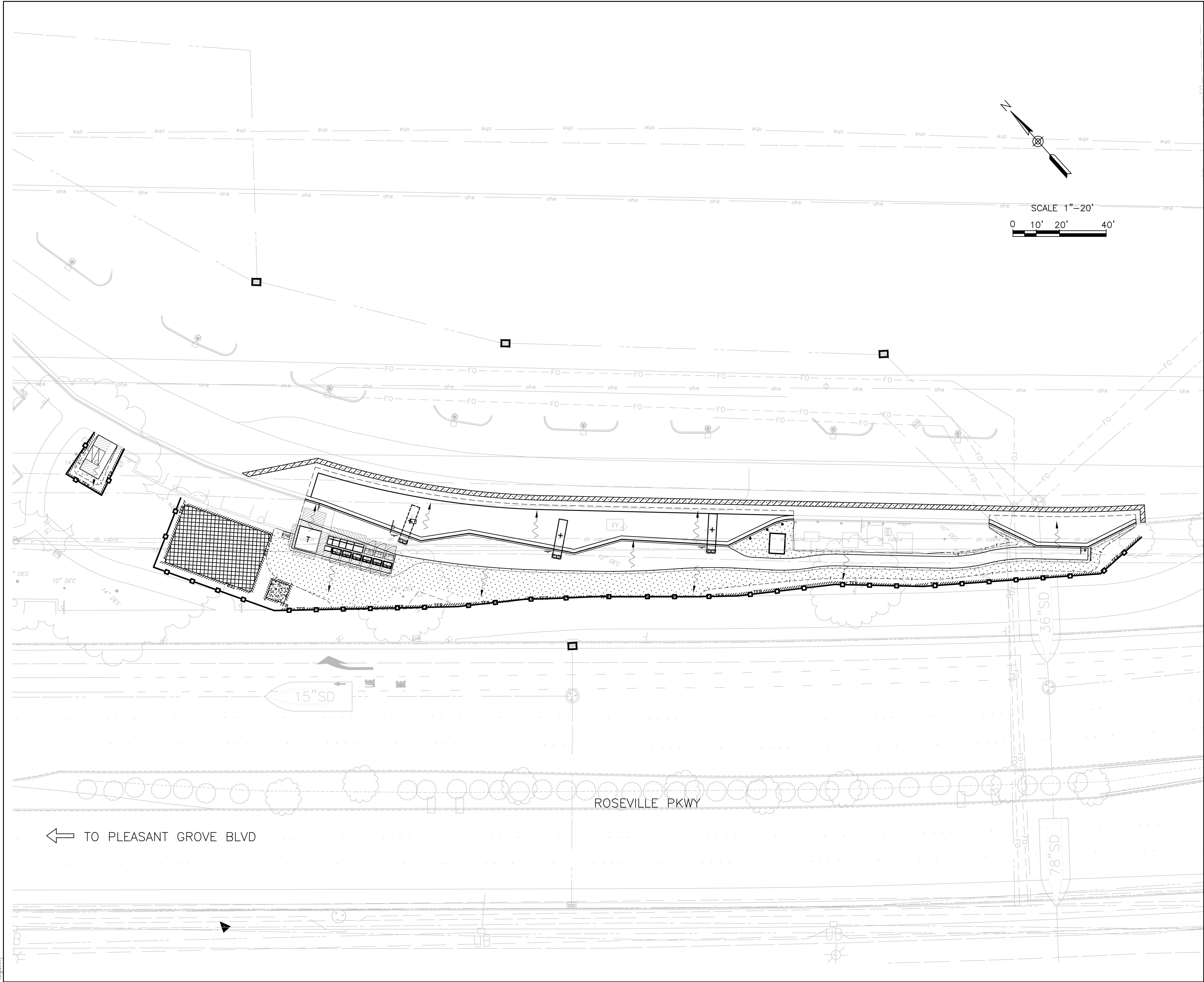
FIELD BOOK	CITY# 700029
SCALE	
HORIZ. 1"=20'	
VERT. _____	

CITY OF
ROSEVILLE
CALIFORNIA

PSOMAS
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CITY OF ROSEVILLE
ON-ROUTE BUS CHARGING STATION
ROSEVILLE GALLERIA
STORMWATER MANAGEMENT PLAN

SM-1
SHEET 10
— OF —
27



- NOTES:
1. DURING DRY WEATHER, WATER SHALL BE SPRAYED ON ALL DISTURBED AREAS AT LEAST ONCE DAILY FOR DUST CONTROL
 2. ALL BMP'S TO BE INSPECTED WEEKLY, BEFORE, AFTER AND DURING EACH RAIN EVENT. REPAIR OR REPLACE AS NECESSARY.
 3. ALL MATERIALS STORED ON SITE SHALL HAVE PROPER ENCLOSURES AND/OR COVERINGS.CONTRACTOR TO COODINATE WITH THE CITY OF ROSEVILLE TO DETERMINE STOCKPILE LOCATIONS OF MATERIALS AND CONSTRUCTION EQUIPMENT.
 4. ALL EROSION CONTROL BMP'S SHALL BE IN PLACE PRIOR TO ANY STORM EVENTS
 5. CONDUCT REGULAR SWEEPING OPERATIONS AT THE DRIVEWAYS ON SITE.
 6. SEE SHEET GN-1 FOR ADDITIONAL NOTES PERTINENT TO EROSION CONTROL BMPS.
 7. BMPs ARE SHOWN FOR REFERENCE ONLY. CONTRACTOR SHALL DETERMINE BMP PLACEMENT AND VERIFY WITH QSP.

- LEGEND:
- GRAVEL INLET FILTER PROTECTION PER CITY OF ROSEVILLE STANDARD DRAWING BMP-8, SEE ECD-1, DETAIL 2
 - TEMPORARY FIBER ROLL PER CITY OF ROSEVILLE STANDARD DRAWING BMP-5, SEE ECD-1, DETAIL 1
 - HIGH VISIBILITY TEMPORARY FENCE
 - DIRECTIONAL FLOW ARROW
 - POTENTIAL CONSTRUCTION STAGING AREA FOR MATERIALS STOCKPILE AND EQUIPMENT STORAGE (SEE NOTE)
 - CONCRETE WASHOUT
 - TEMPORARY HYDROSEED
 - PROVIDE TRAFFIC CONTROL AND DELINEATION TO SEPARATE WORK AREA FROM TRAFFIC

Xrefs: V-TPG-GalleriaBusDepot[ORBC-X-TPO]-ADDITION[ORBC-C-SITE][ORBC-C-BORDER[ORBC-E-ELECTRICAL[ORBC-X-UTIL Images: cropped COR block logo.tif]

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 173.650'
BENCHMARK BM47
CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.

FIELD BOOK
SCALE
HORIZ. 1"=20'
VERT.

CITY# 700029

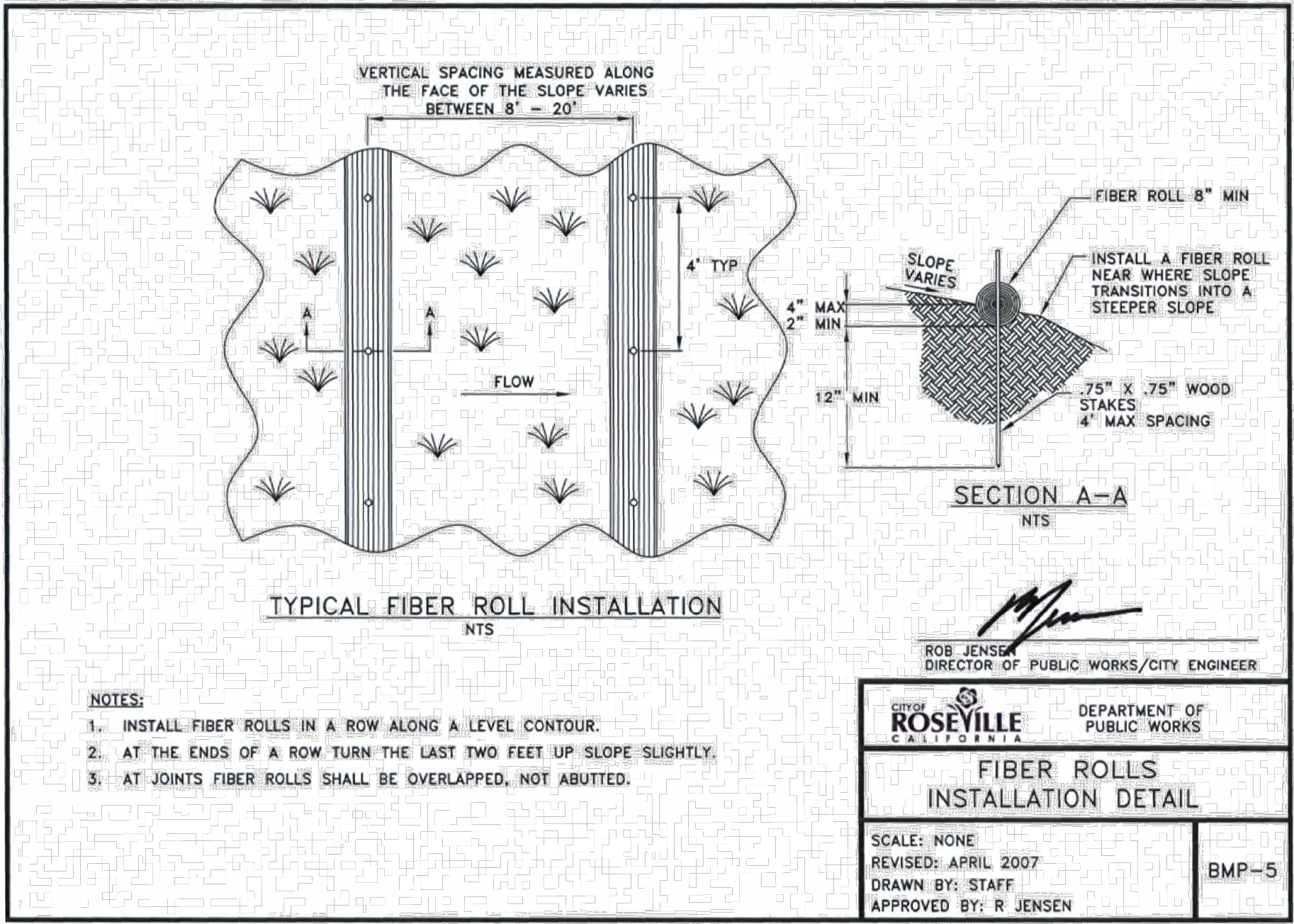


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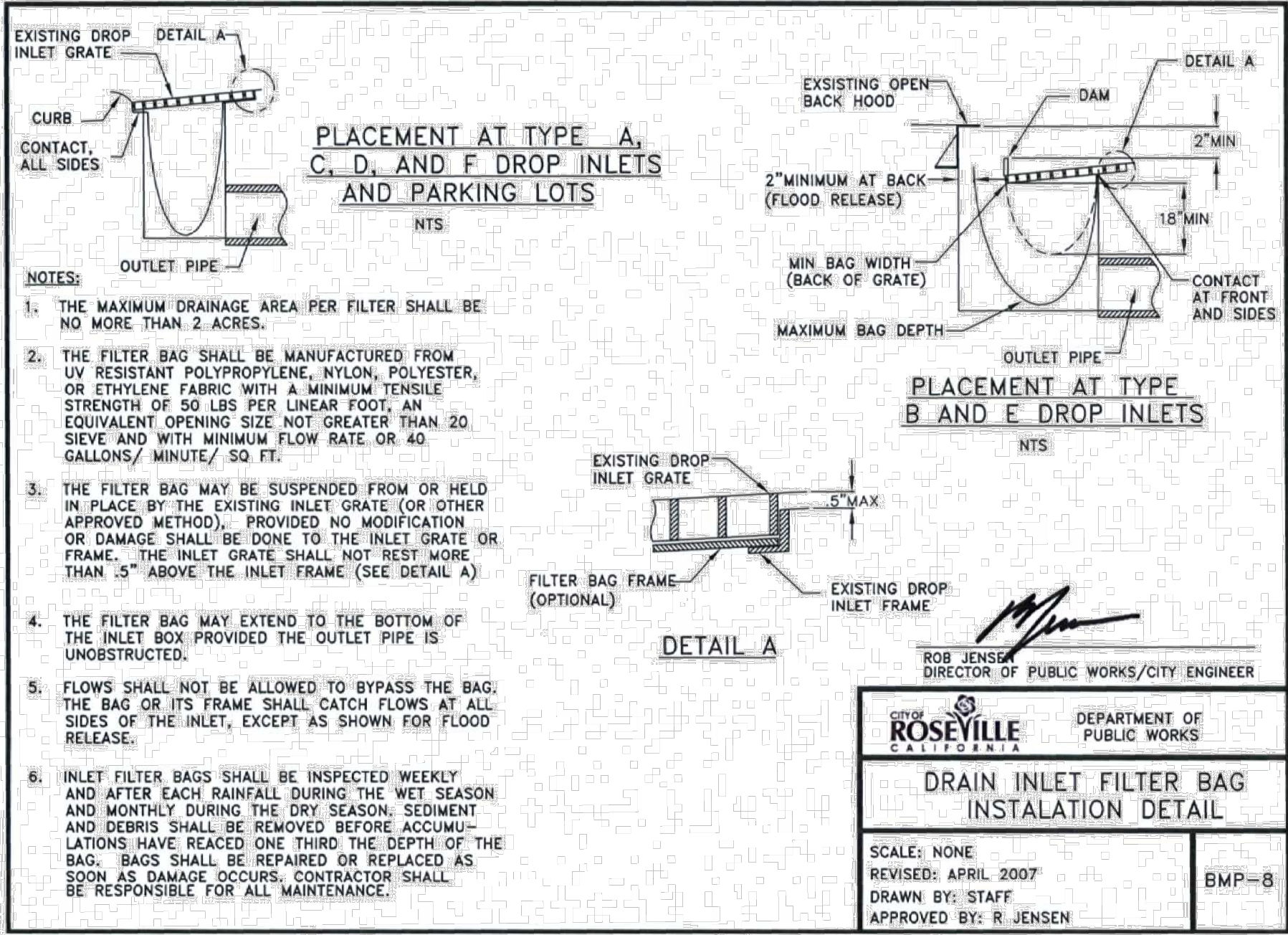
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CITY OF ROSEVILLE
ON-ROUTE BUS CHARGING STATION
ROSEVILLE GALLERIA
EROSION CONTROL PLAN

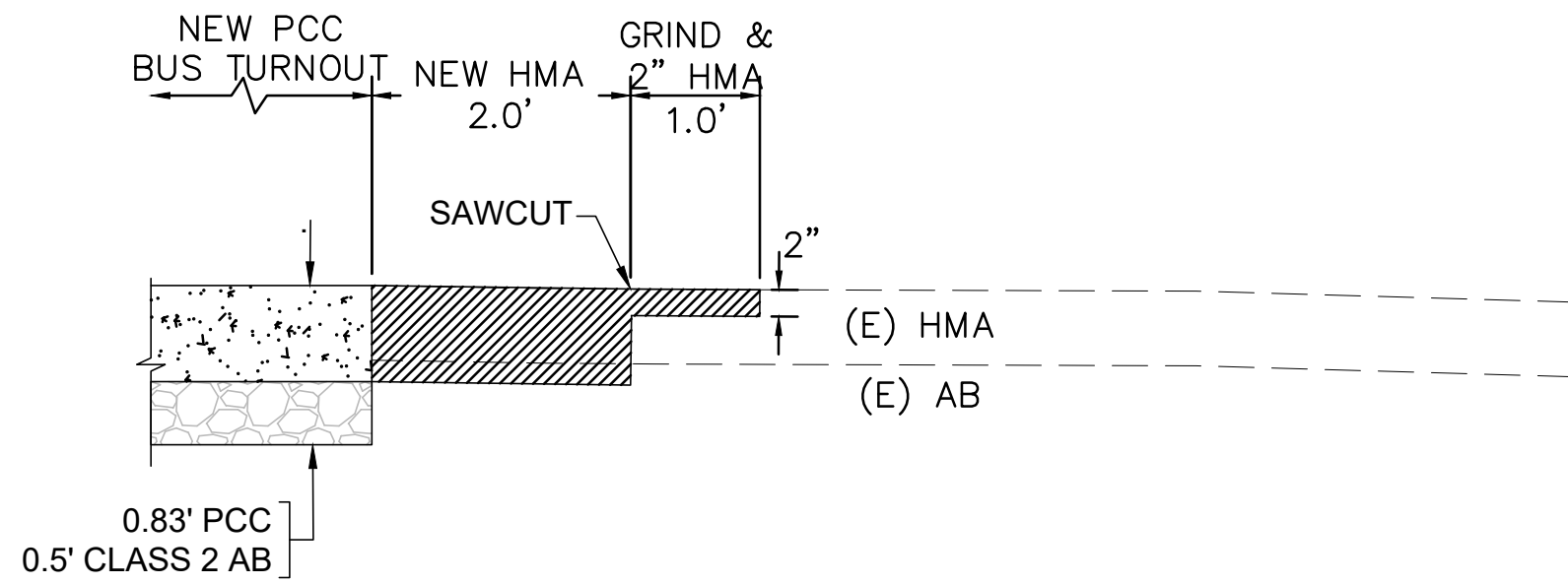


1 FIBER ROLLS INSTALLATION DETAILS
NOT TO SCALE

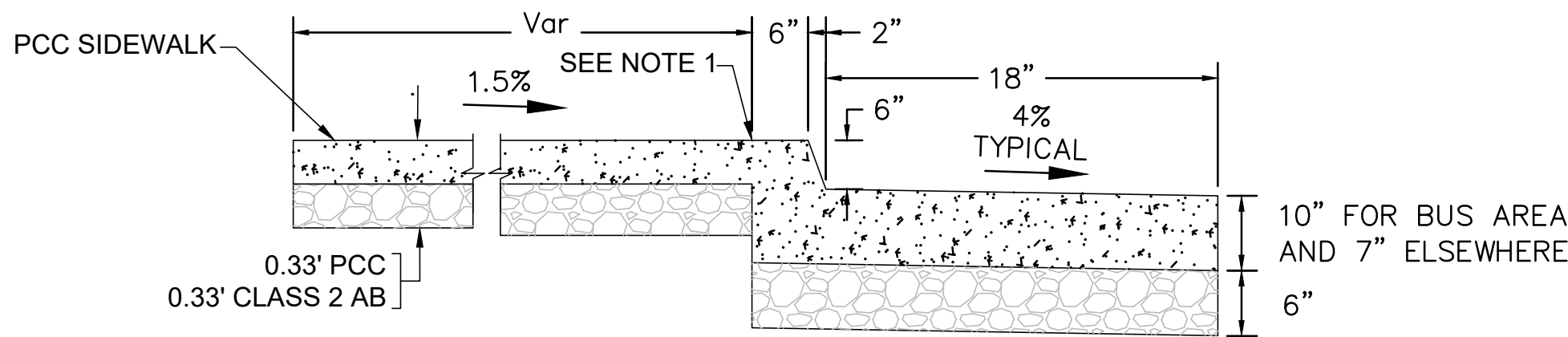


2 DRAIN INLET FILTER BAG INSTALLATION DETAIL
NOT TO SCALE

Xrefs: V-TPG-GalleriaBusDepot[ORBC-X-TOPO-ADDITION[ORBC-C-SITE[ORBC-C-BORDER[ORBC-E-ELECTRICAL[ZEBD-C-SITE[V-TPG-HilltopBusDepot_DEMO
Images: cropped COR block logo.tif]



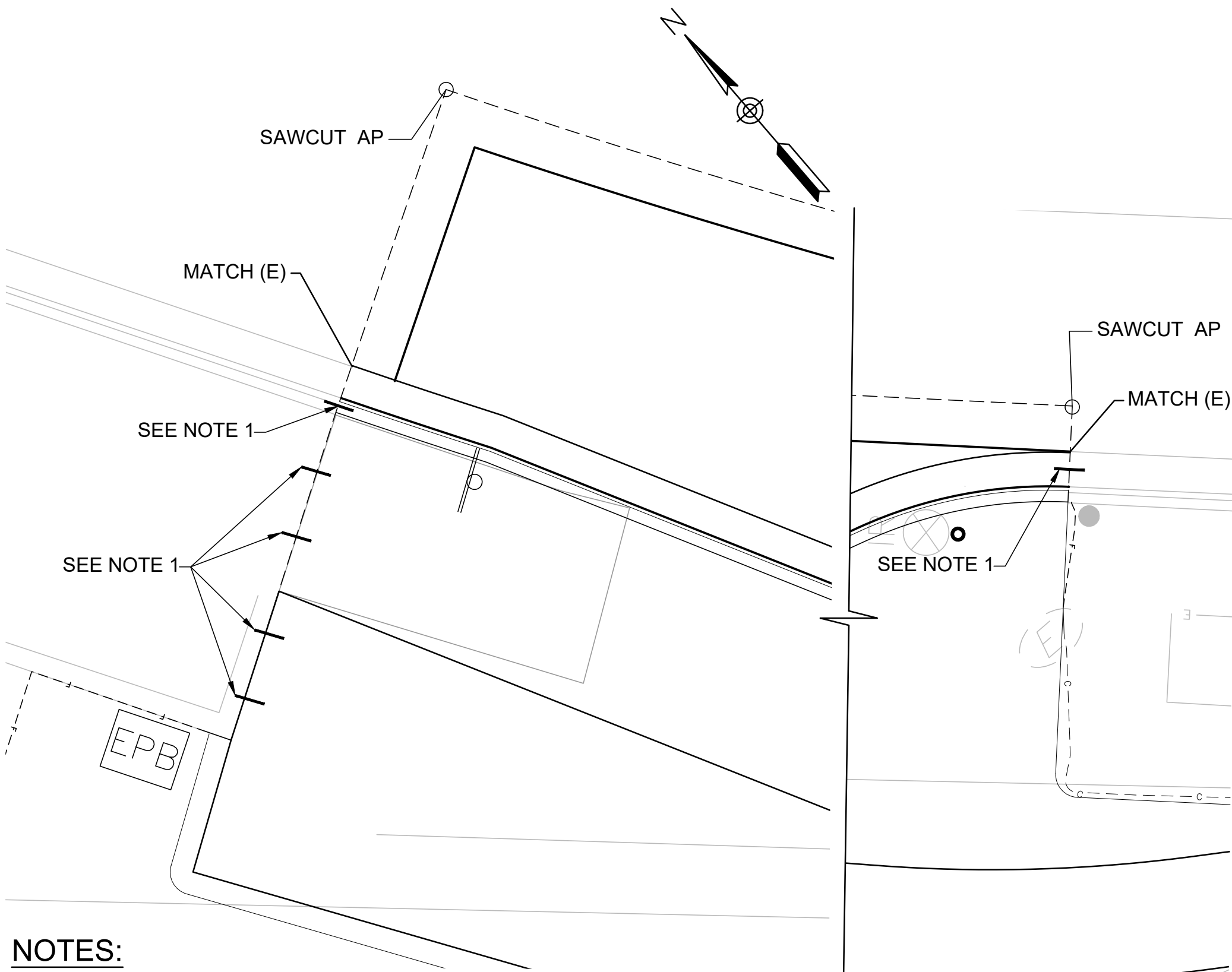
3 PORTLAND CEMENT CONCRETE ROADWAY STRUCTURAL SECTION CONFORM
SCALE: NTS



NOTES:

1. SCORE MARK, 1/8" DEEP

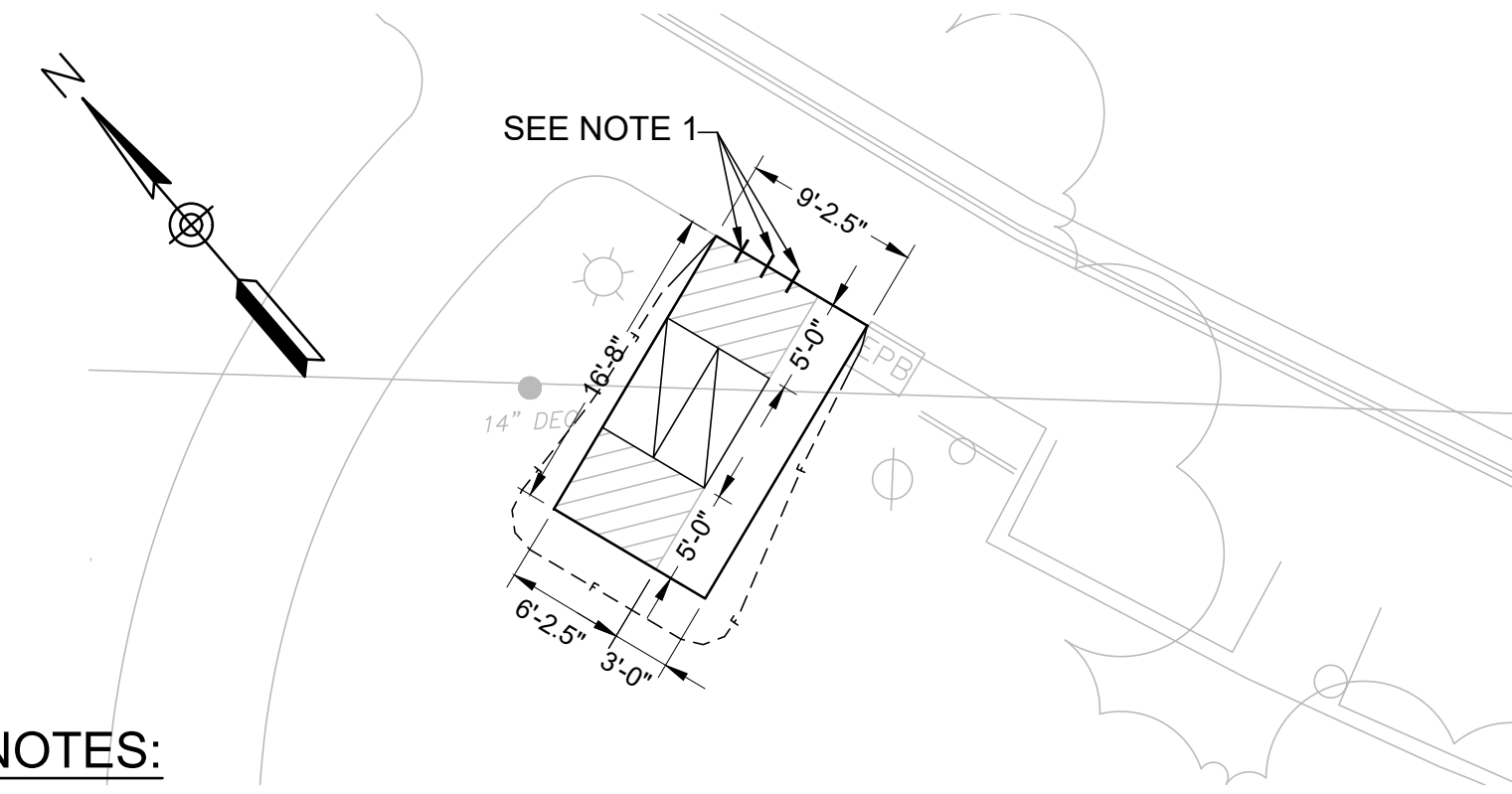
2 TYPE 2 VERTICAL CURB & GUTTER MOD
SCALE: NTS



NOTES:

1. DOWEL PER CITY STANDARDS SECTION 71-4.C.11

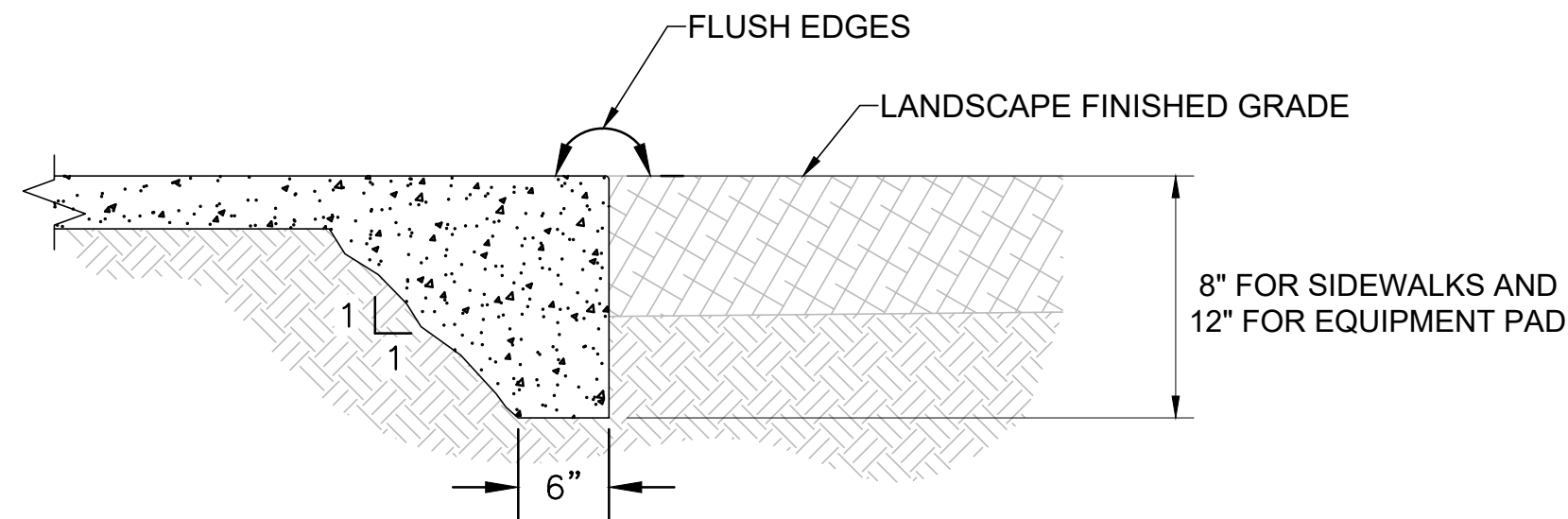
1 MATCH NEW CONCRETE TO EXISTING
SCALE: 1:5



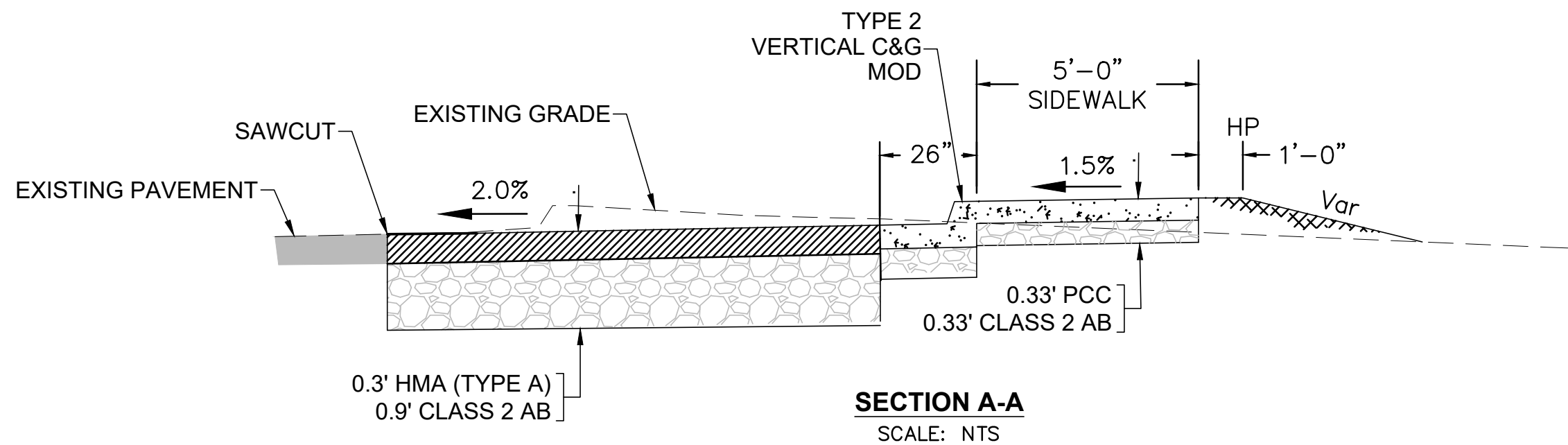
NOTES:

1. DOWEL PER CITY STANDARDS SECTION 71-4.C.11

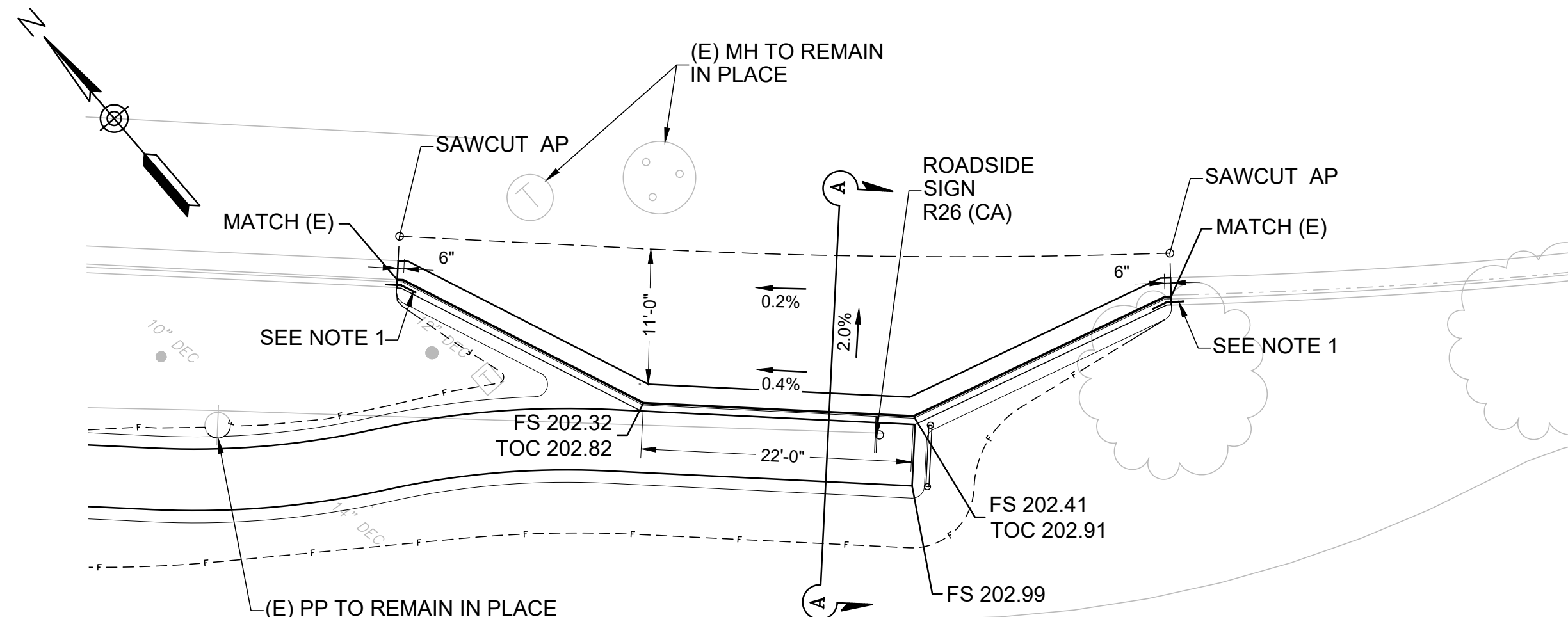
6 BIKELINK E-LOCKER
SCALE: 1:10



5 THICKENED CONCRETE EDGE
SCALE: 1:10



SECTION A-A
SCALE: NTS



NOTES:

1. DOWEL PER CITY STANDARDS SECTION 71-4.C.11

4 VEHICLE TURNOUT
SCALE: 1:10

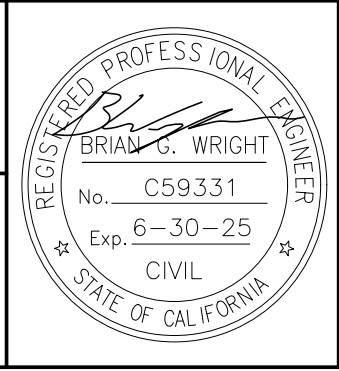
REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK		ELEV. 173.650'
BENCHMARK BM47		
CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.		

FIELD BOOK	CITY# 700029
SCALE	
HORIZ. N/A	
VERT. N/A	



P S O M A S	
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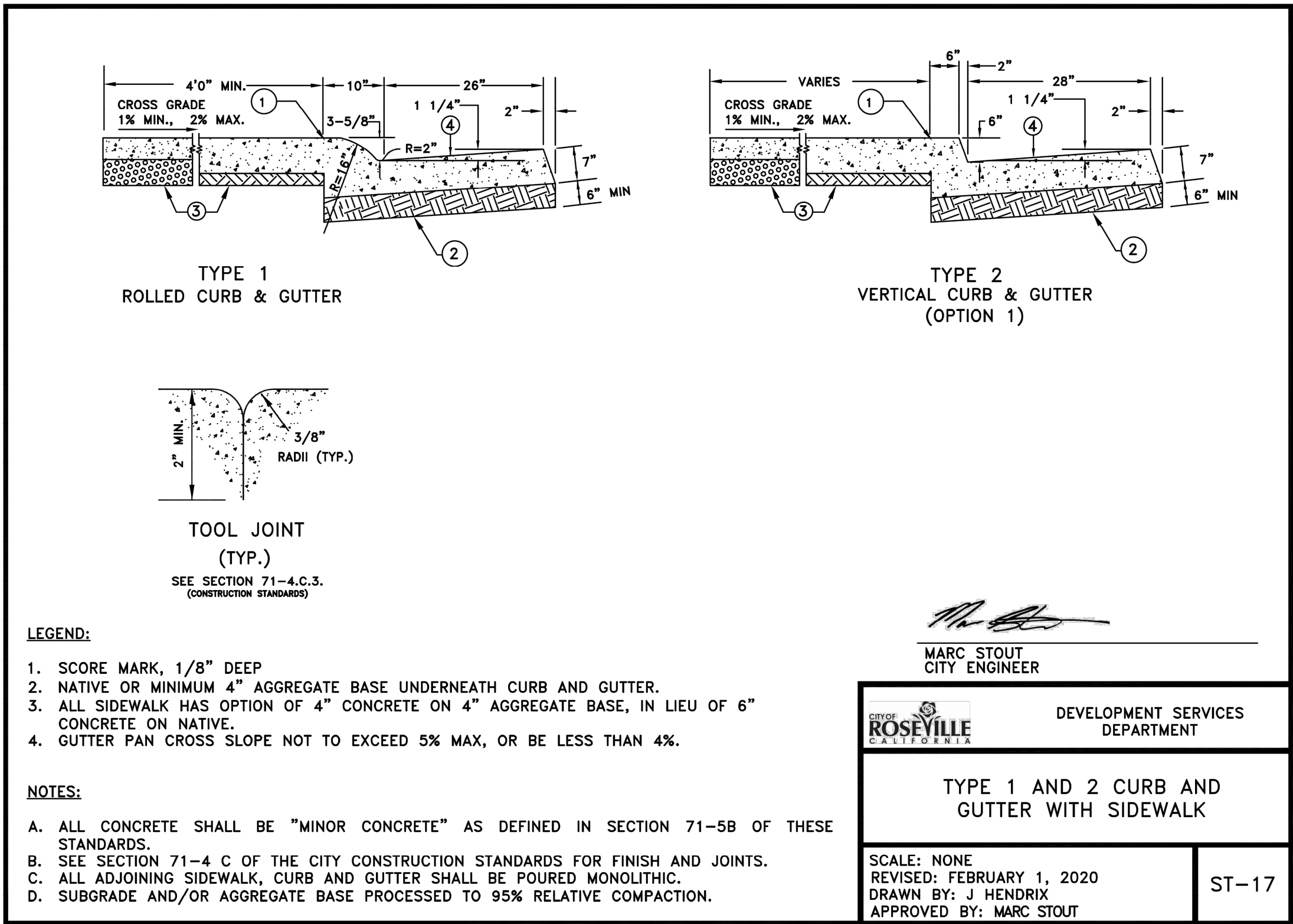


CITY OF ROSEVILLE	
ON-ROUTE BUS CHARGING STATION	
ROSEVILLE GALLERIA	
CONSTRUCTION DETAILS	

SHEET	13
OF	27

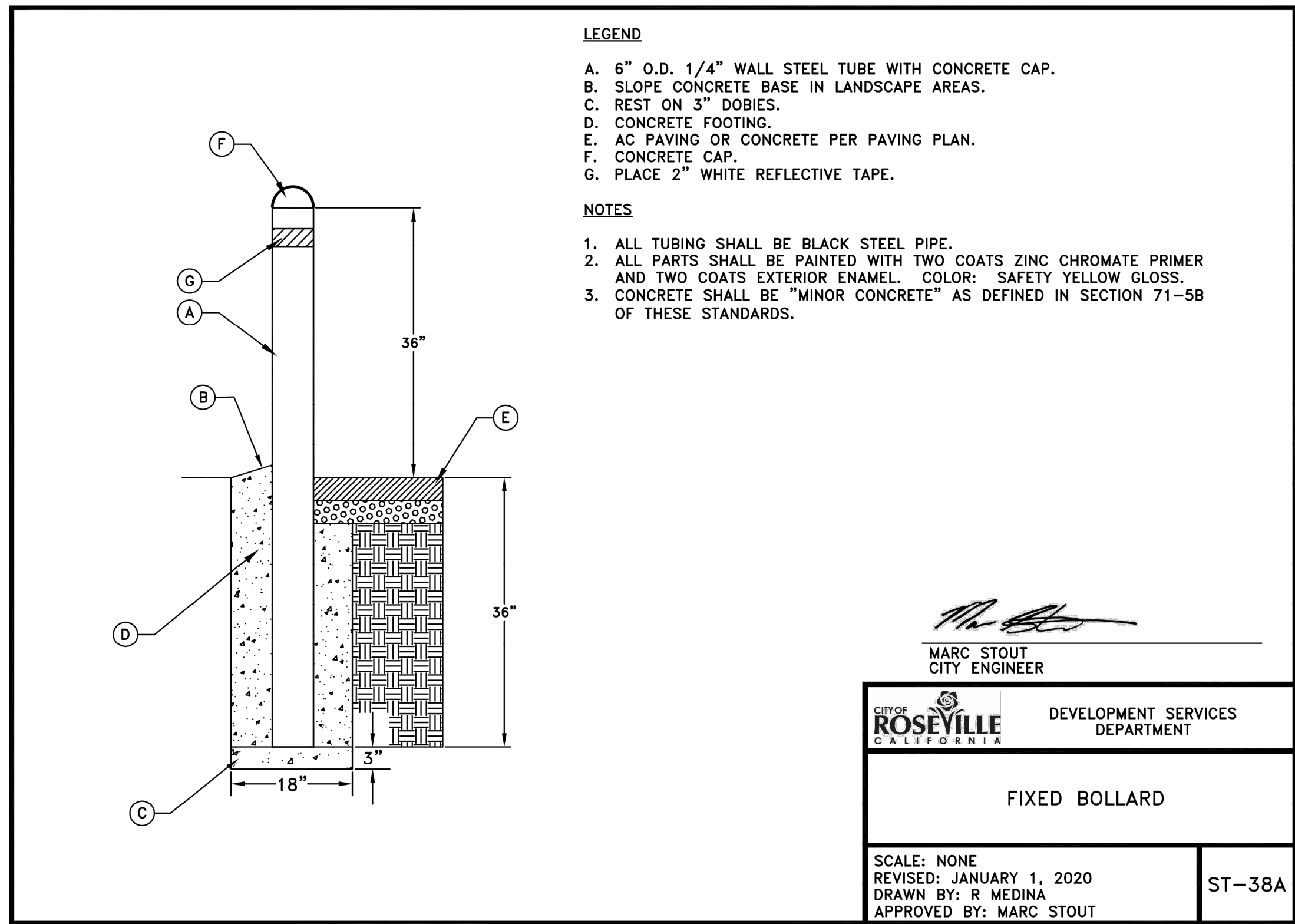
CD-1

Xrefs: V-TPG-GalleriaBusDepot[ORBC-X-TOPO-ADDITION[ORBC-C-SITE[ORBC-C-BORDER[ORBC-E-ELECTRICAL[ZEBD-C-SITE[V-TPG-HilltopBusDepot_DEMO
Images: cropped COR block logo.tif



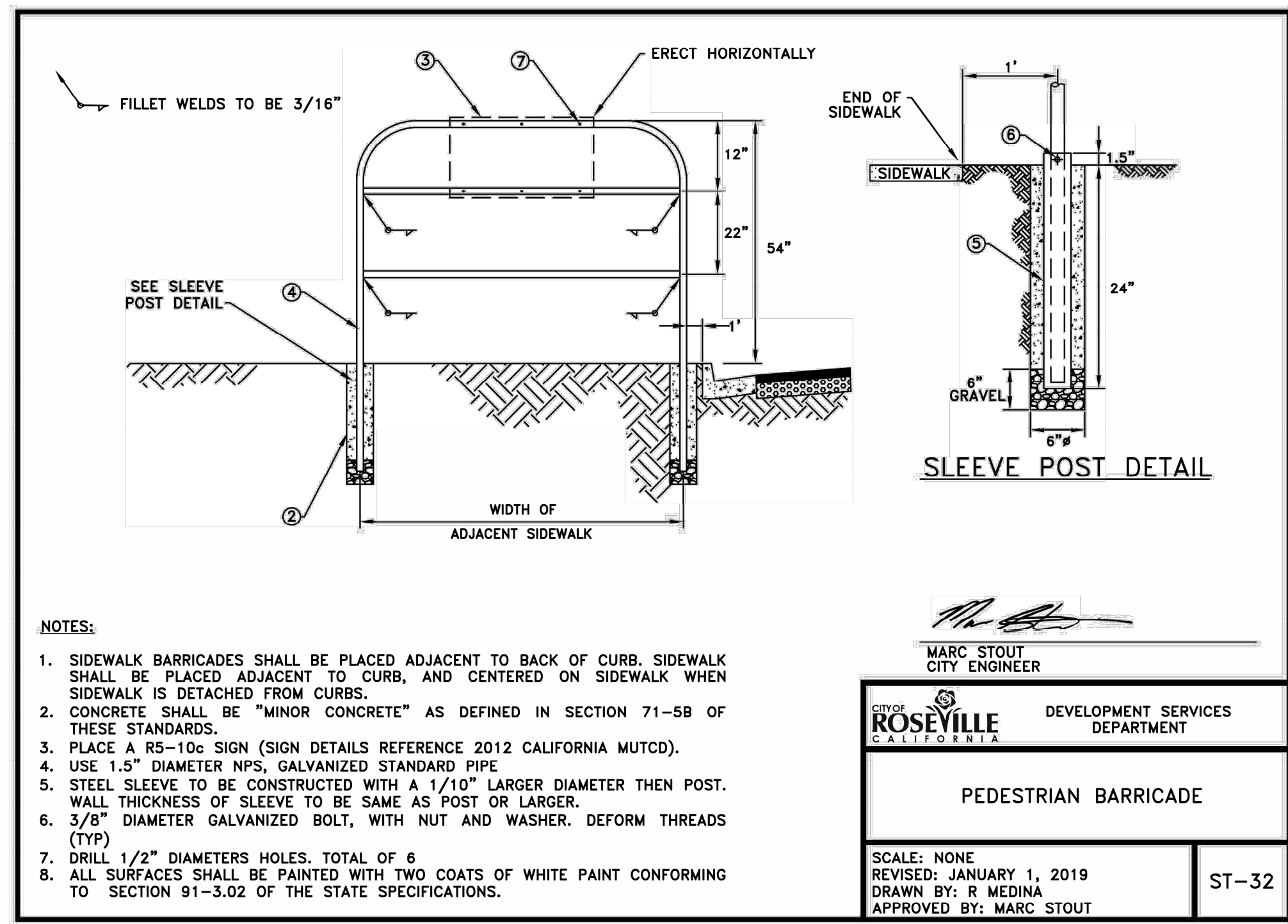
2 TYPE 2 CURB AND GUTTER

NOT TO SCALE



1 BOLLARD

NOT TO SCALE



3 PEDESTRIAN BARRICADE

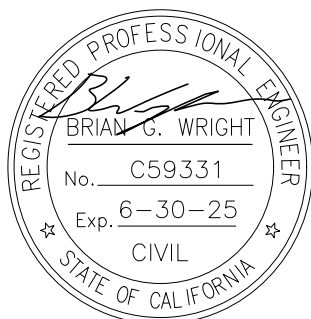
NOT TO SCALE

REVISIONS				BENCH MARK		FIELD BOOK	CITY# 700029	
NO.	DESCRIPTION	DATE	BY	ELEV.				
				173.650'	BENCHMARK BM47			

CITY OF ROSEVILLE BENCHMARK,
APPROX. 270' ± EAST OF THE SOUTH
INTERSECTION OF GIBSON DRIVE. SEE
INFORMATION FOR DATUMS ON SURVEY
CONTROL SHEET.



P S O M A S			
1410 Rocky Ridge Drive, Suite 300 Roseville, CA 95661 (916) 788-8122			
DESIGNED BY: MEGAN BUCHE	DATE	08/2023	
CHECKED BY: BRIAN WRIGHT	DATE	08/2023	
DRAWN BY: DEBI HUYNH	DATE	08/2023	

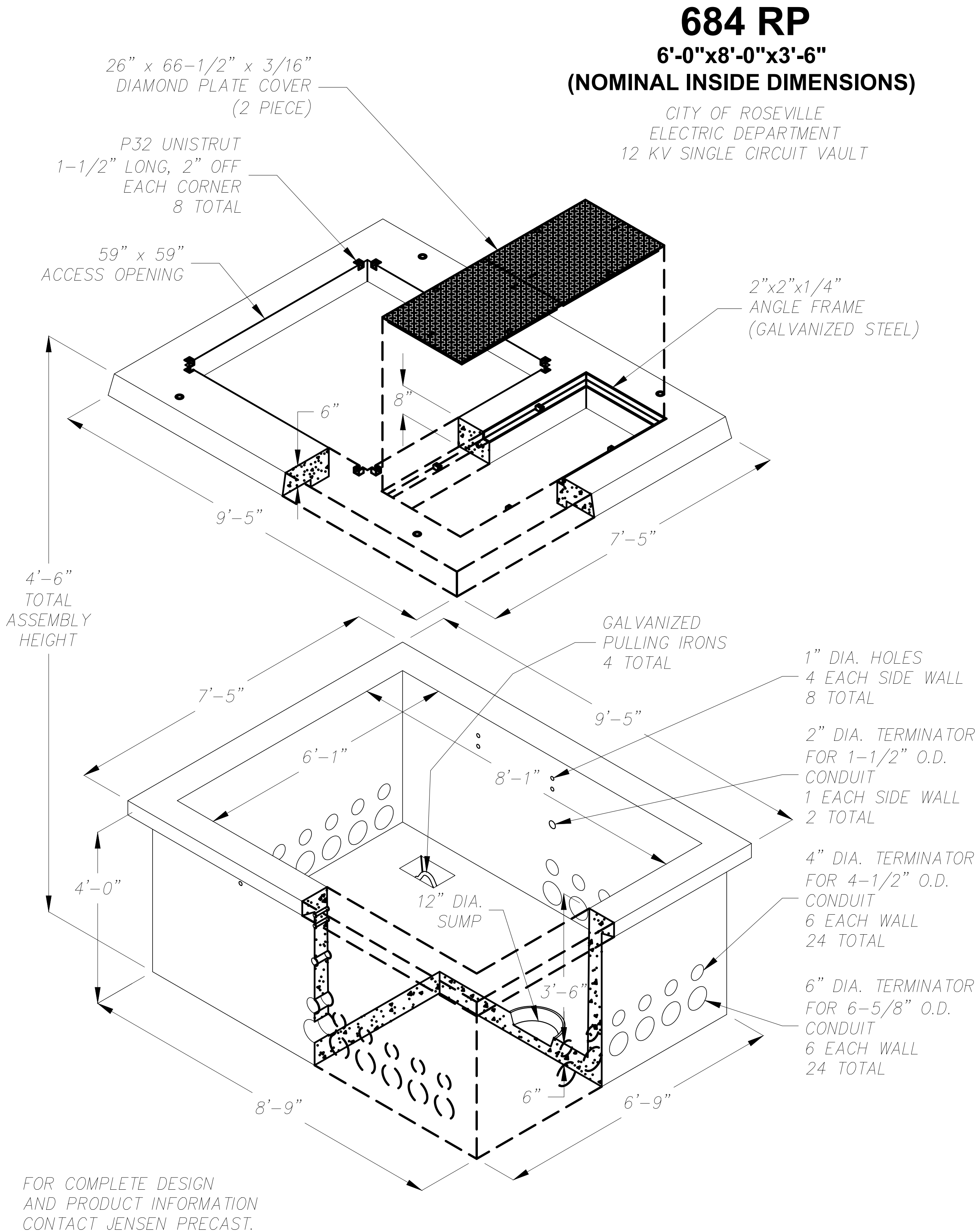


CITY OF ROSEVILLE
ON-ROUTE BUS CHARGING STATION
ROSEVILLE GALLERIA
CONSTRUCTION DETAILS

SHEET
14
OF
27

CD-2

Xrefs: V-TPG-GalleriaBusDepot[ORBC-X-TOPO-ADDITION[ORBC-C-SITE[ORBC-C-BORDER[ORBC-E-ELECTRICAL[ZEBD-C-SITE[V-TPG-HilltopBusDepot_DEMO
Images: cropped COR block logo.tif



FOR COMPLETE DESIGN
AND PRODUCT INFORMATION
CONTACT JENSEN PRECAST.

Jensen Precast reserves the right to make changes to product design
and/or dimensions without notice. Please contact Jensen Precast whenever
necessary for confirmation or advice on product design.



10/20/2022
12-16-ORBC-CONSTRUCTION-DETAIL.DWG
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1 ROSEVILLE ELECTRIC 684 SWITCH PAD VAULT
NOT TO SCALE

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. 173.650'
	BENCHMARK BM47
CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.	

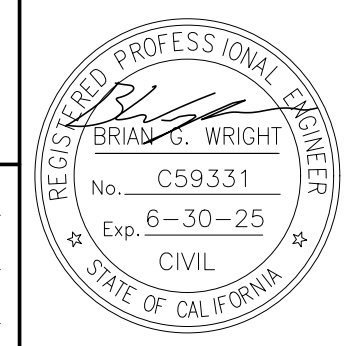
FIELD BOOK
SCALE
HORIZ. N/A
VERT. N/A

CITY# 700029



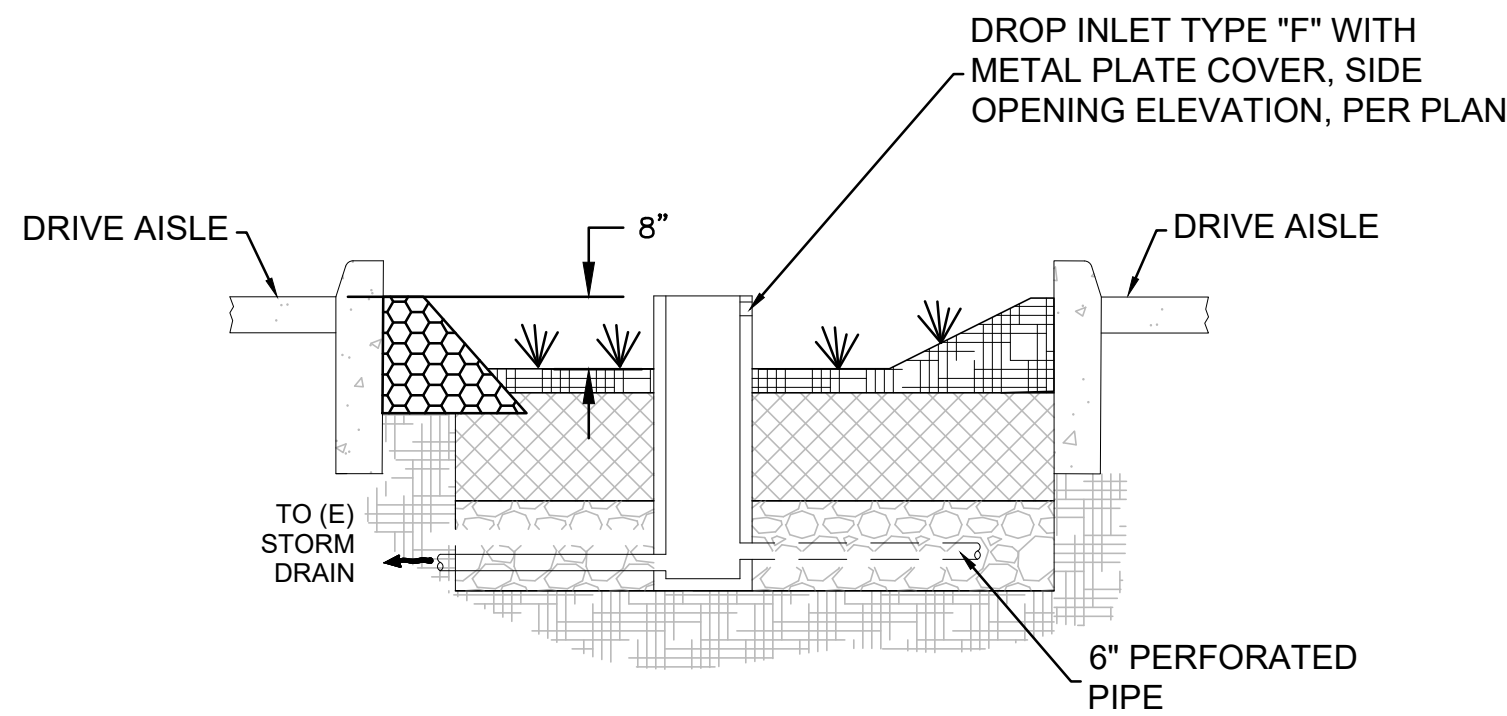
PSOMAS
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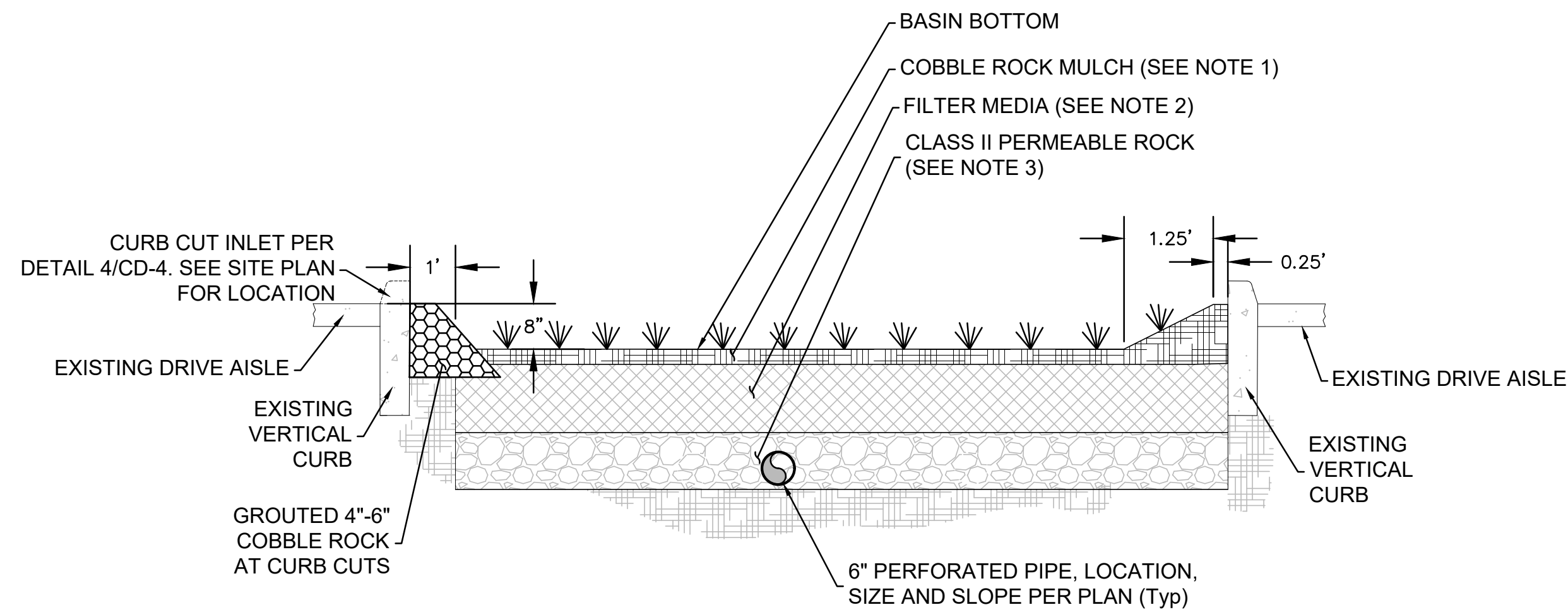


CITY OF ROSEVILLE
ON-ROUTE BUS CHARGING STATION
ROSEVILLE GALLERIA
CONSTRUCTION DETAILS

Xrefs: V-TPG-GalleriaBusDepot[ORBC-X-TOPO-ADDITION][ORBC-C-SITE][ORBC-E-ELECTRICAL][ZEBD-C-SITE][V-TPG-HilltopBusDepot_DEMO
Images: cropped COR block logo.tif]



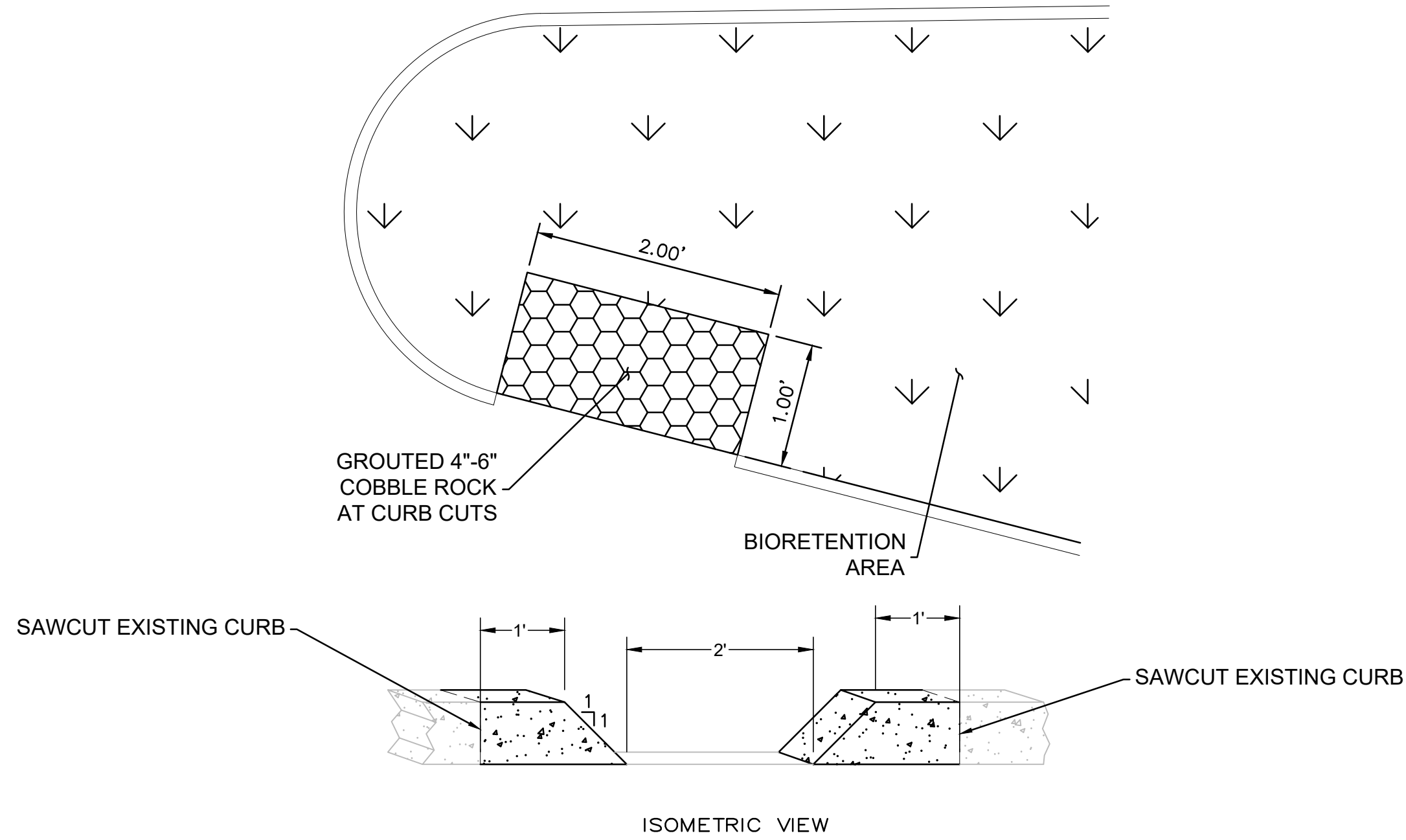
2 OVERFLOW STRUCTURE DETAIL
NOT TO SCALE



NOTES:

- 3" - 6" COBBLE ROCK MULCH. SEE LANDSCAPE PLANS
- 24" BIORETENTION SOIL MIX (MINIMUM INFILTRATION RATE OF 5" PER HOUR).
- 12" (MIN) ¾" WASHED DRAIN ROCK.
- 6" DIAMETER PERFORATED PIPE.

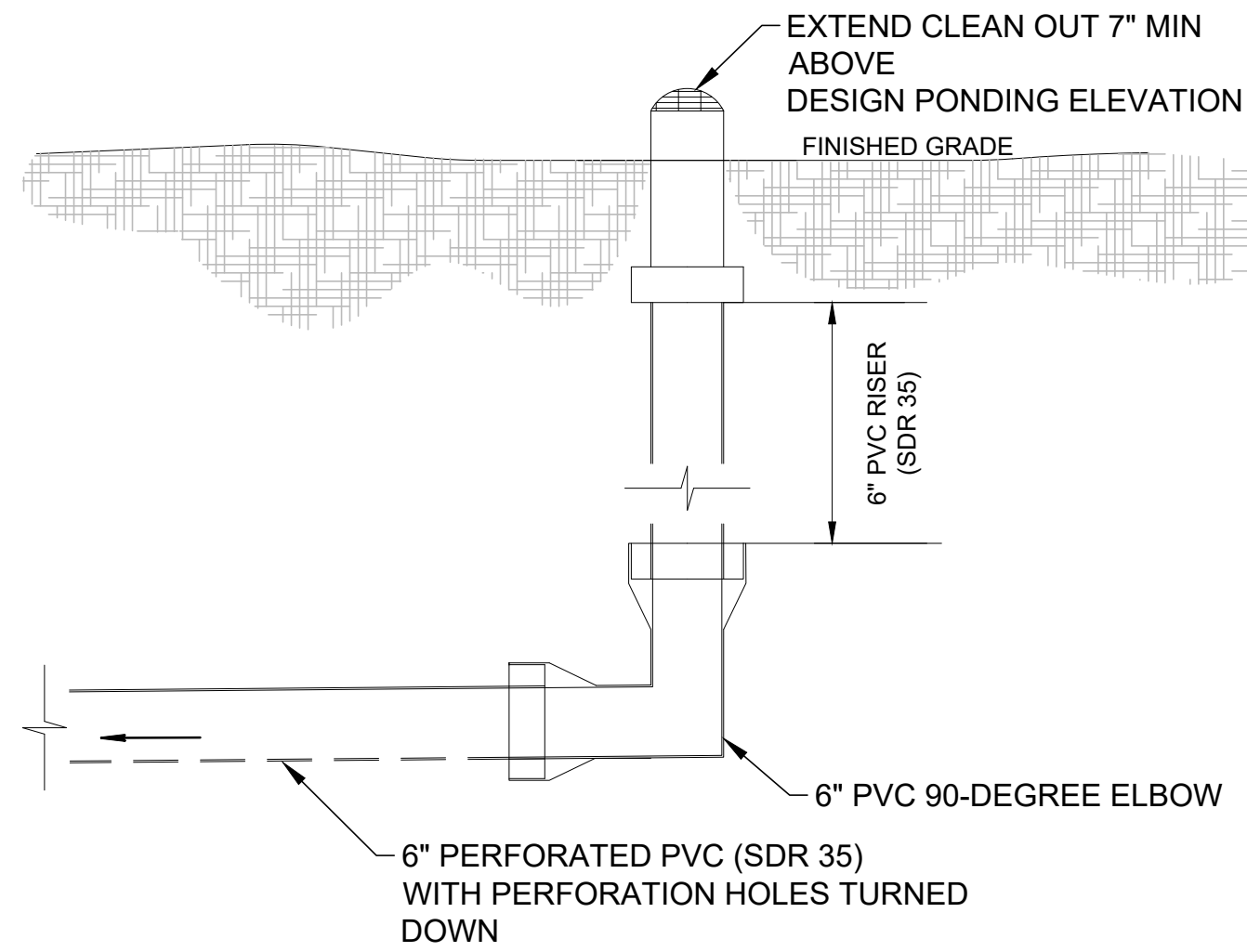
1 BIOFILTRATION BASIN SECTION
NOT TO SCALE



NOTES:

- DOWEL PER CITY STANDARDS SECTION 71-4.C.11

4 CURB CUT AND GROUTED COBBLE ROCK DETAIL
NOT TO SCALE



NOTES:

- INSTALL ROUND NON-TRAFFIC TYPE CONCRETE VALVE BOX & COVER MARKED "DRAIN C/O" IN A NON-TRAFFIC AREA.
- CLEANOUT BOX TO BE FREE OF ALL DIRT AND READY AT TIME OF PRE-FINAL INSPECTION

3 PERFORATED PIPE CLEAN OUT
NOT TO SCALE

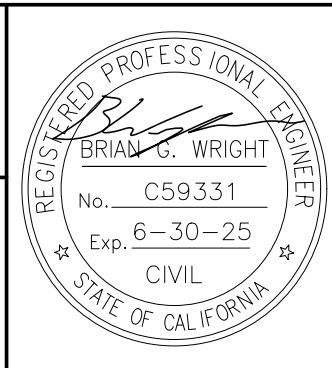
REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK		ELEV. 173.650'
BENCHMARK BM47		
CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.		

FIELD BOOK	CITY# 700029
SCALE	
HORIZ. N/A	
VERT. N/A	

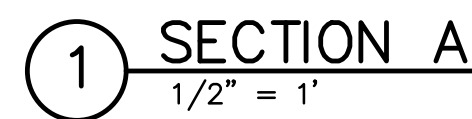


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CITY OF ROSEVILLE	
ON-ROUTE BUS CHARGING STATION	
ROSEVILLE GALLERIA	
CONSTRUCTION DETAILS	

SHEET	16
OF	27



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M. NEILS

ENGINEERING, INC.

Electrical Engineers | Lighting Designers

100 Howe Ave., Suite 235N
Sacramento, CA 95825-8217
www.mnelisengineering.com
Tel: (916) 923-4400
PROJECT #: 21335.21
PROJECT MGR: Julia Brodovsky

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BENCH MARK

ELEV. 173.650'

BENCHMARK BM47

CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.

FIELD BOOK

CITY# 700029

CITY OF ROSEVILLE

CALIFORNIA

SCALE

HORIZ. _____

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PSOMAS

1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122

DESIGNED BY: JULIA BRODOVSKY DATE 08/2023

CHECKED BY: JESSE BASTIAN DATE 08/2023

DRAWN BY: MNE DATE 08/2023

REGISTERED PROFESSIONAL ENGINEER

JESSE U. BASTIAN

No. E20225

Exp. 03-31-25

ELECTRICAL

STATE OF CALIFORNIA

08-11-23

CITY OF ROSEVILLE

ON-ROUTE BUS CHARGING STATION

ROSEVILLE GALLERIA

ELECTRICAL SHEET INDEX, SYMBOL LIST, ABBREVIATIONS, AND GENERAL NOTES

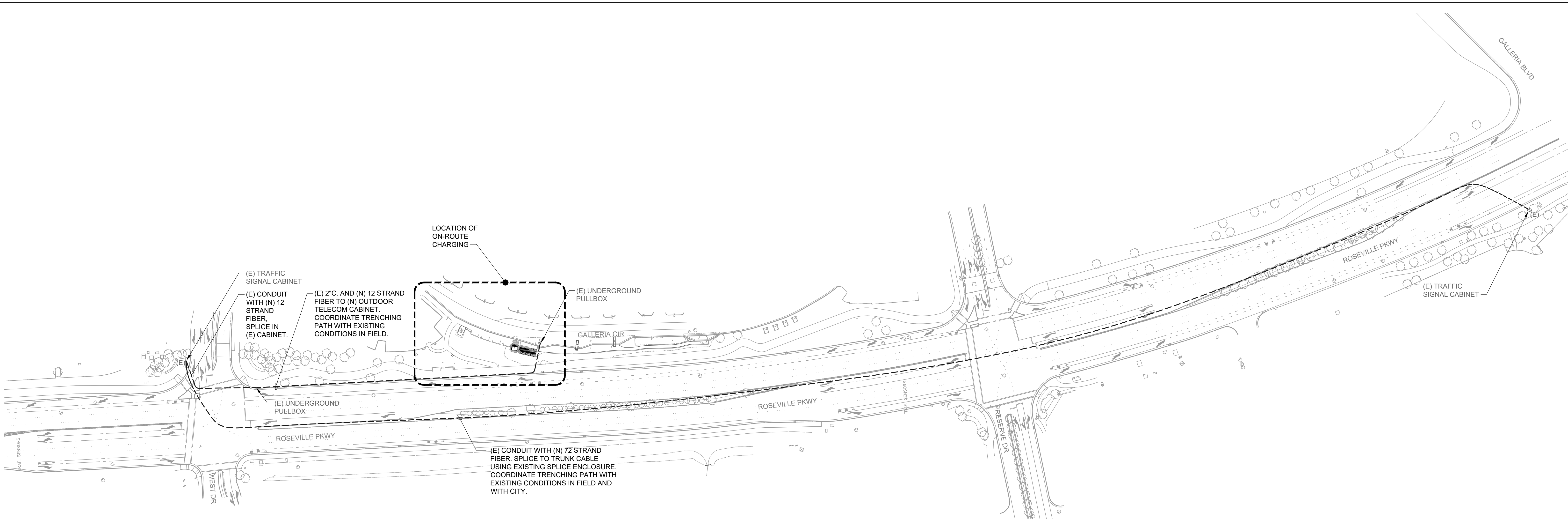
E-1

SHEET 18

OF

27

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1

OVERALL SITE PLAN - ELECTRICAL

E-2.1

SCALE : 1" = 80'-0"

GENERAL NOTE

ALL FIBER WORK TO BE COMPLETED PER TRAFFIC SIGNALS APPROVED EQUIPMENT LISTS AND STANDARDS.



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www.mneilsengineering.com
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PROJECT #: 21335.21
PROJECT MGR: Julia Brodovsky

REVISIONS			
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	BENCHMARK BM47
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FIELD BOOK
CITY# 700029
SCALE
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DESIGNED BY: JULIA BRODOVSKY

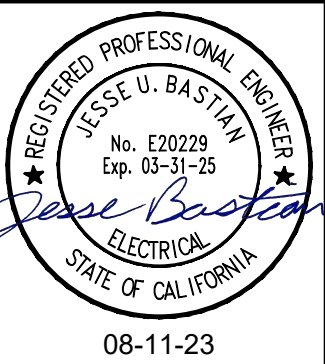
CHECKED BY: JESSE BASTIAN

DRAWN BY: MNE

DATE 08/2023

DATE 08/2023

DATE 08/2023



CITY OF ROSEVILLE

ON-ROUTE BUS CHARGING STATION

ROSEVILLE GALLERIA

OVERALL SITE PLAN - ELECTRICAL

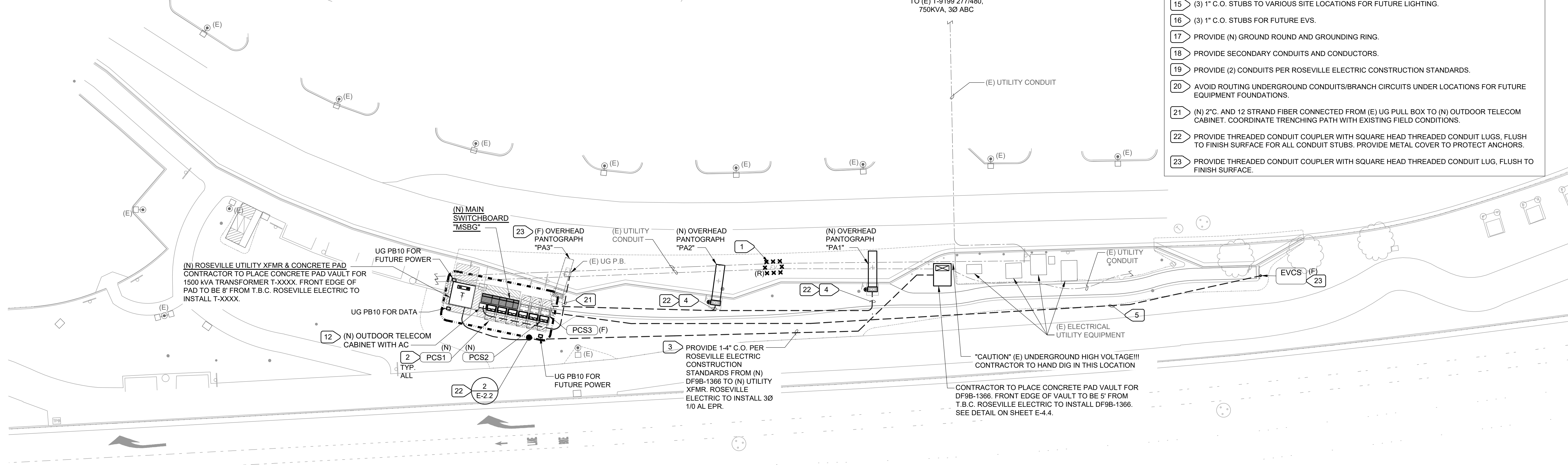


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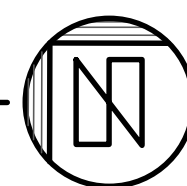
PROJECT #: 21335.21
PROJECT MGR: Julia Brodovsky



1. VERIFY AND COORDINATE WITH ROSEVILLE ELECTRIC FOR ALL UTILITY TRANSFORMER AND NEW MAIN SERVICE REQUIREMENTS.

- 1 REMOVE EXISTING ELECTRICAL CABLE VAULT PB-0115 AND REWORK CONDUITS PER ROSEVILLE ELECTRIC STANDARDS. COORDINATE WITH ROSEVILLE ELECTRIC.
- 2 EACH PCS SYSTEM CONSISTS OF UNIT "A", "B", AND "C". SEE ONE-LINE DIAGRAM FOR ADDITIONAL INFORMATION.
- 3 PROVIDE NEW MAIN SERVICE TO SWITCHBOARD "MSBG" PER ROSEVILLE ELECTRIC STANDARDS.
- 4 PROVIDE DC UNDERGROUND POWER FROM PCS CABINETS TO NEW OVERHEAD PANTOGRAPH. SEE ONE-LINE DIAGRAM FOR ADDITIONAL INFORMATION.
- 5 PROVIDE 2" C.O. FOR FUTURE ELECTRIC VEHICLE CHARGER. STUB CONDUIT FROM MAIN SWITCHBOARD "MSBG" TO FUTURE EV CHARGER LOCATION.
- 6 PROVIDE AC UNDERGROUND BRANCH CIRCUITS FROM NEW MAIN SWITCHBOARD "MSBG" TO NEW PCS CABINETS. SEE ONE-LINE DIAGRAM FOR ADDITIONAL INFORMATION.
- 7 PROVIDE 1" C.O. FOR BETWEEN DEVICES FOR FUTURE DATA.
- 8 STUB C.O. AT FUTURE PCS-3 "A", "B", AND "C" UNIT LOCATIONS AND STUB THE OTHER END INSIDE OF MAIN SWITCHBOARD "MSBG" FOR FUTURE AC CONNECTIONS. SEE ONE-LINE POWER DIAGRAM FOR CONDUIT SIZING.
- 9 STUB C.O. AT FUTURE PCS-3 "A", "B", AND "C" UNIT LOCATIONS AND STUB THE OTHER END IN UNDERGROUND PULL BOX AT FUTURE PANTOGRAPH "PA3" LOCATION FOR FUTURE DC CONNECTIONS. SEE ONE-LINE POWER DIAGRAM FOR CONDUIT SIZING.
- 10 PROVIDE NEW 208VAC, 30A, 3W, TWIST LOCK RECEPTACLE, NEMA L6-30R FOR UPS.
- 11 PROVIDE NEW 208VAC, 20A, 1PH CIRCUIT FOR TELECOM CABINET AC. HARDWARE TO CABINET.
- 12 PROVIDE NVENT HOFFMAN SEISMIC FREE-STANDING, DUAL-ACCESS CABINET, TYPE 12, 72.22"H X 24.14"W X 36.14"D, CATALOG NUMBER D722436SDAAC WITH G52 AIR CONDITIONER G521226G100; OR PROVIDE EQUAL.
- 13 6' OF COILED GROUNDING WIRE FOR FUTURE PCS IN GROUND BOX.
- 14 1"C.O. FROM GROUND BOX TO (F) PCS.
- 15 (3) 1" C.O. STUBS TO VARIOUS SITE LOCATIONS FOR FUTURE LIGHTING.
- 16 (3) 1" C.O. STUBS FOR FUTURE EVS.
- 17 PROVIDE (N) GROUND ROUND AND GROUNDING RING.
- 18 PROVIDE SECONDARY CONDUITS AND CONDUCTORS.
- 19 PROVIDE (2) CONDUITS PER ROSEVILLE ELECTRIC CONSTRUCTION STANDARDS.
- 20 AVOID ROUTING UNDERGROUND CONDUITS/BRANCH CIRCUITS UNDER LOCATIONS FOR FUTURE EQUIPMENT FOUNDATIONS.
- 21 (N) 2"C. AND 12 STRAND FIBER CONNECTED FROM (E) UG PULL BOX TO (N) OUTDOOR TELECOM CABINET. COORDINATE TRENCHING PATH WITH EXISTING FIELD CONDITIONS.
- 22 PROVIDE THREADED CONDUIT COUPLER WITH SQUARE HEAD THREADED CONDUIT LUGS, FLUSH TO FINISH SURFACE FOR ALL CONDUIT STUBS. PROVIDE METAL COVER TO PROTECT ANCHORS.
- 23 PROVIDE THREADED CONDUIT COUPLER WITH SQUARE HEAD THREADED CONDUIT LUG, FLUSH TO FINISH SURFACE.

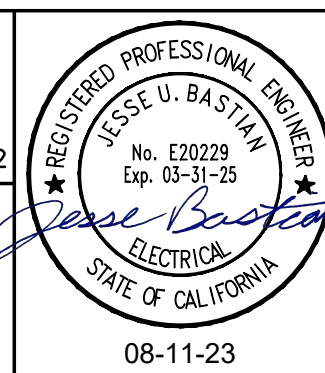
E-2.2 SCALE : 1" = 20'-0"



BENCH MARK ELEV. <u>173.650'</u> BENCHMARK <u>BM47</u> CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.	FIELD BOOK
	SCALE HORIZ. _____ VERT. _____



DESIGNED BY: JULIA BRODOVSKY DATE 08/2023
 CHECKED BY: JESSE BASTIAN DATE 08/2023
 DRAWN BY: MNE DATE 08/2023



CITY OF ROSEVILLE
ON-ROUTE BUS CHARGING STATION
ROSEVILLE GALLERIA
SITE PLAN - ELECTRICAL

-2.2
SHEET
20
- OF -
27

UNAUTHORIZED CHANGES & USES: M. Neils Engineering, Inc. preparing these plans will not be responsible for, or liable for unauthorized changes to or uses to these plans. All changes to these plans must be in writing and must be approved by M. Neils Engineering, Inc.

COMMISSIONING TEST NOTES

- ABB COMMISSIONING SITE ACCEPTANCE TEST INCLUDES:
1. VERIFYING INSTALLATION IS CORRECT.
 2. VERIFYING POWER SUPPLIED TO THE EQUIPMENT IS CORRECT.
 3. VERIFYING THERE HAS BEEN NO DAMAGE OR LOOSE WIRES OR BOARDS FROM SHIPMENT/INSTALLATION.
 4. POWERING UP THE EQUIPMENT.
 5. PERFORMING LATEST AND GREATEST SOFTWARE UPDATES AS WELL AS ANY OCPP INTEGRATIONS, ETC.
 6. TESTING SCHEDULE TO ENSURE VEHICLE AND CHARGER OPERATION IS SUCCESSFUL.

GENERAL NOTES

1. ELECTRICAL DESIGN BASED ON ABB HVC-PDC E-BUS CHARGER INSTALLATION GUIDE VERSION 1.2.
2. NOMENCLATURE FOR POWER BLOCK CHARGERS AND DISPENSERS IS AS FOLLOWS:
PCS A = POWER CHARGING SYSTEM A.
PA1 = PANTHOGRAPH 1.
3. PROVIDE ARC FLASH LABELS ON ALL EQUIPMENT PER ELECTRICAL SPECIFICATIONS.

AC POWER FEEDER SCHEDULE

TAG	DESCRIPTION
203	3/4" C., 3 #12, AND 1 #12 GND.
2503	3" C., 3 #250, AND 1 #4 GND.
20004	(5) 4" C., 5 SETS OF (4 #600)
1000	ONE 1" DIAMETER EMPTY CONDUIT WITH PULL CORD
2000	ONE 2" DIAMETER EMPTY CONDUIT WITH PULL CORD
3000	ONE 3" DIAMETER EMPTY CONDUIT WITH PULL CORD
2500	ONE 2-1/2" DIAMETER EMPTY CONDUIT WITH PULL CORD

DC & DATA CONDUIT SCHEDULE

TAG	CONDUIT SIZE	FUNCTION OF INTERNAL CABLES	CABLE SECTION	COMMENTS
250ET2	2"C.	INTERLOCK (SHIELDED)	(2) CABLE THAT HAS (2) TWISTED PAIR OF #18 (SHIELDED, 600V)	SEE DETAIL "1/E4.5".
250ET3	2-1/2"C.	INTERLOCK (SHIELDED)	(1) CABLE THAT HAS (2) TWISTED PAIR OF #18 (SHIELDED, 600V)	SEE DETAIL "1/E4.5".
		FIBER CAN	(1) MULTIMODE FIBER (OM3, 8 STRANDS)	
300DC	3"C.	DC POWER (250A)	(2) 350 (CU, DLO, 90°C, 1KV) + (1) #2 (CU, EGC, 600V)	

EQUIPMENT SCHEDULE

EQUIPMENT TAG	DESCRIPTION	QTY	MANUFACTURER (OR EQUAL)	ENCLOSURE	MODEL NUMBER	VOLTAGE	AMPS (A)
PCS	HEAVY VEHICLE CHARGER 450kW	2	ABB	NEMA 3R	6AGC069047	480/277VAC	594A
	ROBUSTNESS PACKAGE	2	ABB	-	4EPY420137R1	-	-
	LONG DISTANCE PACKAGE	2	ABB	-	4EPY420127R1	-	-
PA	ONE-TIME SERVICE: ACTIVATION FEE PER HVC*	2	ABB	-	Project-EVCI	-	-
	CHARGE POLE (ACM+ACS)	2	ABB	NEMA 3R	6AGC100126	150-850VDC	600A
	CONNECTIVITY - CHARGER CONNECT	2	ABB	-	6AGC064781	-	-
	EVE PLATFORM	2	ABB	-	4EPY4500059R1	-	-

*SEE "COMMISSIONING TEST NOTES" FOR SCOPE.
**CONNECTIVITY FEE PER YEAR PER CHARGER. INCLUDES GSM CONNECTIVITY, CELLULAR DATA PLAN, LIVE SOFTWARE UPDATES AND 24/7 NOC MONITORING (PER YEAR PER STATION).
***EVE PLATFORM MUST BE INCLUDED TO MEET SACRAMENTO METROPOLITAN AIR QUALITY MANAGEMENT DISTRICT (SMAQMD) REQUIREMENT TO TRACK SPECIFIC ENERGY USAGE OF EACH ELECTRIC VEHICLE DISPENSER.

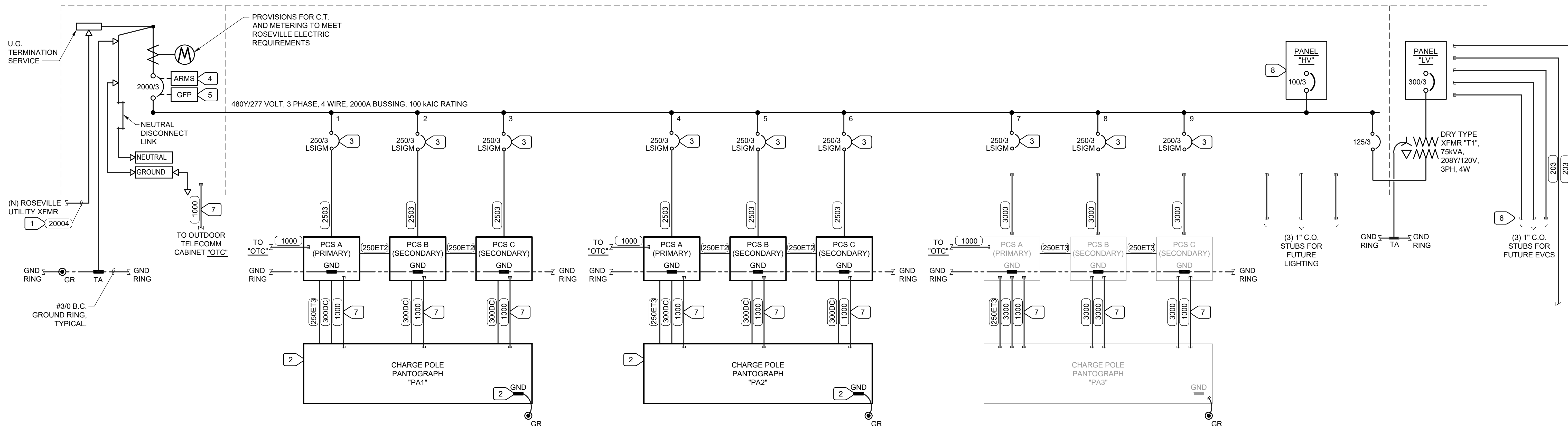
GENERAL NOTES

1. ELECTRICAL DESIGN IS BASED ON EQUIPMENT LISTED. PROVIDED LISTED EQUIPMENT OR EQUAL.
2. CONTRACTOR IS RESPONSIBLE FOR PROVIDING EQUIPMENT THAT MEETS DESIGN INTENT. WHEN SELECTING "OR EQUAL" EQUIPMENT, THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING REVISED DRAWINGS, ALL DOCUMENTATION, AND CALCULATIONS.

NUMBERED NOTES

- 1 PROVIDE NEW CONDUITS AND CONDUCTORS FOR ROSEVILLE ELECTRIC SECONDARY SERVICE.
- 2 SEE ABB WIRING CONNECTIONS DIAGRAM FOR ALL FINAL CONNECTIONS AND GROUNDING TO SYSTEM.
- 3 PROVIDE LOCKING DEVICE FOR NEW CIRCUIT BREAKER TO MEET CEC 625.43. CIRCUIT BREAKER SHALL BE LOCKABLE OPEN IN ACCORDANCE WITH CEC 110.25.
- 4 PROVIDE ARC FLASH REDUCTION MAINTENANCE SWITCH (ARMS) PER CEC 240.87 WITH A SEPARATE BLUE LIGHT AND ON/OFF SWITCH ON THE SWITCHBOARD COVER. PROVIDE OPERATION INSTRUCTIONS MOUNTED TO THE FRONT OF THE SWITCHBOARD.
- 5 PROVIDE GFCI PROTECTION PER CEC ARTICLE 230.95. WRITTEN GFCI PERFORMANCE TESTING REPORT TO BE AVAILABLE TO THE AHJ.
- 6 FOR LOCATIONS WHERE EQUIPMENT IS NOT BEING INSTALLED AND CONDUITS ARE BEING INSTALLED FOR FUTURE EQUIPMENT, PROVIDE THREADED CONDUIT COUPLERS WITH SQUARE HEAD CONDUIT PLUGS FLUSH TO FINISHED SURFACE.
- 7 SPARE CONDUIT FOR FUTURE LOW VOLTAGE LOAD SHED CONNECTIONS.
- 8 PROVIDE 480/277V-3Ø, 100A PANEL WITH 42-SPACES, (6) 20A-1P GFCI BREAKERS MINIMUM. THIS PANEL IS FOR FUTURE USE.

MAIN SWITCHBOARD "MSBG"



M. NEILS
ENGINEERING, INC.
Electrical Engineers | Lighting Designers
100 Howe Ave., Suite 235N
Sacramento, CA 95825-8217
www.mnellsengineering.com
Tel: (916) 923-4400
PROJECT #: 21335.21
PROJECT MGR: Julia Brodovsky

1 ONE-LINE POWER PCSDIAGRAM (N) "MSBG"
E-3.1 NO SCALE

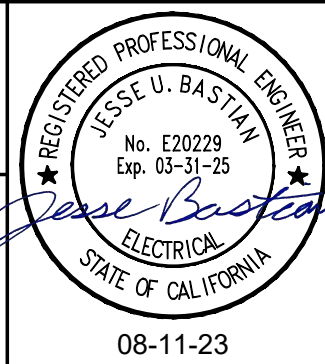
NO.	DESCRIPTION	DATE	BY

BENCH MARK ELEV. 173.650'
BENCHMARK BM47
CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.

FIELD BOOK CITY# 700029
SCALE
HORIZ. _____
VERT. _____



PSOMAS
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122
DESIGNED BY: JULIA BRODOVSKY DATE 08/2023
CHECKED BY: JESSE BASTIAN DATE 08/2023
DRAWN BY: MNE DATE 08/2023



CITY OF ROSEVILLE
ON-ROUTE BUS CHARGING STATION
ROSEVILLE GALLERIA
ONE-LINE POWER DIAGRAM

E-3.1
SHEET 21
OF 27

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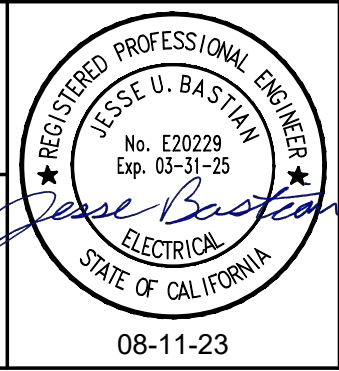
CHECKED BY: JESSE BASTIAN

DRAWN BY: MNE

DATE 08/2023

DATE 08/2023

DATE 08/2023



CITY OF ROSEVILLE

ON-ROUTE BUS CHARGING STATION

ROSEVILLE GALLERIA

PANEL SCHEDULES

SHEET 22

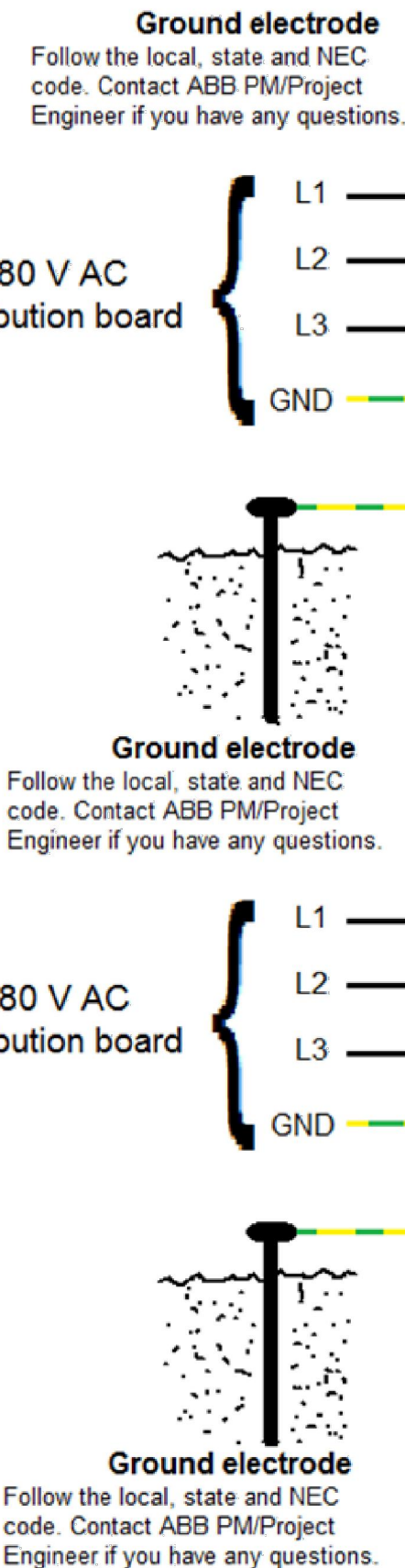
OF

27

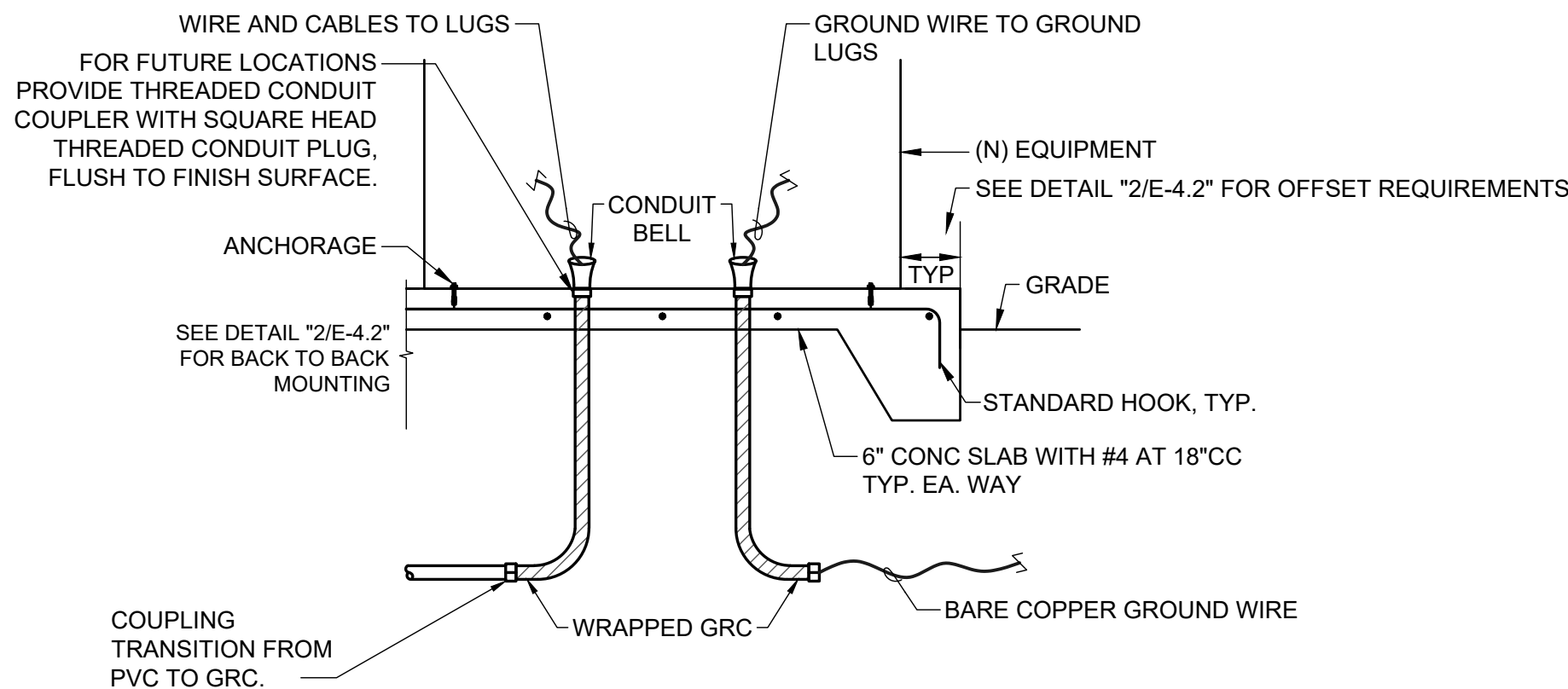
NEW MAIN SWITCHBOARD "MSBG" SCHEDULE											
POWER SOURCE: UTILITY XFMR						LOCATION:					
SYSTEM: NORMAL BRANCH											
TYPE:	BUS: 2000 AMPS	MAIN BKR: 2000A	VOLTAGE: 480Y/277 VOLT, 3 PHASE, 4 WIRES				MOUNTING: CONCRETE PAD PANEL TYPE NEMA 3R		REMARKS: 100k AIC MIN SYMM		
LOAD SERVED		kVA	CB	CKT	PHASE	CKT	CB	kVA	LOAD SERVED		
POWER CABINET "PC1" (1 OF 3)	56.7	250/3 [1]	1	A		2	250/3 [1]	56.7	(F) POWER CABINET "PC3" (1 OF 3)		
	56.7		3	B	4	56.7					
	56.7		5		C	6		56.7			
POWER CABINET "PC1" (2 OF 3)	56.7	250/3 [1]	7	A		8	250/3 [1]	56.7	(F) POWER CABINET "PC3" (2 OF 3)		
	56.7		9	B	10	56.7					
	56.7		11		C	12		56.7			
POWER CABINET "PC1" (3 OF 3)	56.7	250/3 [1]	13	A		14	250/3 [1]	56.7	(F) POWER CABINET "PC3" (3 OF 3)		
	56.7		15	B	16	56.7					
	56.7		17		C	18		56.7			
POWER CABINET "PC2" (1 OF 3)	56.7	250/3 [1]	19	A		20	250/3 [1]		SPARE		
	56.7		21	B	22						
	56.7		23		C	24					
POWER CABINET "PC2" (2 OF 3)	56.7	250/3 [1]	25	A		26	250/3 [1]		SPARE		
	56.7		27	B	28						
	56.7		29		C	30					
POWER CABINET "PC2" (3 OF 3)	56.7	250/3 [1]	31	A		32	250/3 [1]		SPARE		
	56.7		33	B	34						
	56.7		35		C	36					
PANEL "HV"		LUGS	37	A		38	125/3	1.1	PANEL "LV" VIA TRANSFORMER "T1"		
			39	B	40	2.9					
			41		C	42		1.8			
NOTES: [1] PROVIDE GFCI BREAKER PER MANUFACTURER'S RECOMMENDATIONS.								CONNECTED LOAD			
								PHASE A=	511.4	kVA	
								PHASE B=	513.2	kVA	
								PHASE C=	512.1	kVA	
								TOTAL =	1536.6	kVA	
								TOTAL =	1849.1	Amperes	
General purpose receptacles CEC 220.44				0.0 kVA				DESIGN LOAD			
First 10 kVA or less				0.0 @ 100% = 0 kVA							
Remainder over 10 kVA =				0.0 @ 50% = 0 kVA							
Lighting Loads =				0.0 @ 125% = 0 kVA							
Motor Loads				0.0 @ 100% = 0 kVA							
Largest Motor =				0.0 @ 25% = 0 kVA							
Continuous Loads =				0.0 @ 125% = 0 kVA							
Kitchen Loads CEC 220.56=				0.0 @ 100% = 0 kVA							
Noncontinuous Loads =				1530.9 @ 100% =		1531 kVA					
Noncoincident Loads =				0.0 @ 0% = 0 kVA							
								TOTAL =	1530.9	kVA	
								TOTAL =	1842.2	Amperes	

NEW PANELBOARD "LV" SCHEDULE											
POWER SOURCE: MAIN SWITCHBOARD "MSBG"						LOCATION: INTEGRAL TO SWITCHBOARD					
SYSTEM: NORMAL BRANCH											
TYPE:	BUS: 400 AMPS	MAIN BKR: 300A	VOLTAGE: 208Y/120 VOLT, 3 PHASE, 4 WIRES				MOUNTING: INTEGRAL PANEL TYPE NEMA 3R		REMARKS: 65k AIC MIN SYMM		
LOAD SERVED		kVA	CB	CKT	PHASE	CKT	CB	kVA	LOAD SERVED		
SPARE			20/1	1	A	2	20/1		SPARE		
SPARE			20/1	3	B	4	20/1		SPARE		
SPARE			20/1	5	C	6	20/1		SPARE		
SPARE			20/1	7	A	8	20/1		SPARE		
SPARE			20/1	9	B	10	20/1		SPARE		
SPARE			20/1	11	C	12	20/1		SPARE		
SPARE			20/1	13	A	14	20/1		SPARE		
SPARE			20/1	15	B	16	20/1		SPARE		
SPARE			20/1	17	C	18	20/1		SPARE		
SPARE			20/1	19	A	20	20/1		SPARE		
TELECOM CABINET - AC		1.8	20/2	21	B	22	20/1		SPARE		
POWER		1.8		23	C	24	20/1		SPARE		
TELECOM CABINET -		1.1	30/2	25	A	26	20/1		SPARE		
TWIST LOCK		1.1		27	B	28	20/1		SPARE		
SPACE			PFB	29	C	30	PFB		SPARE		
SPACE			PFB	31	A	32	PFB		SPARE		
SPACE			PFB	33	B	34	PFB		SPARE		
SPACE			PFB	35	C	36	PFB		SPARE		
SPACE			PFB	37	A	38	PFB		SPARE		
SPACE			PFB	39	B	40	PFB		SPARE		
SPACE			PFB	41	C	42	PFB		SPARE		
NOTES: [1] PROVIDE GFCI BREAKER PER MANUFACTURER'S RECOMMENDATIONS.							CONNECTED LOAD				
							PHASE A=	1.1	kVA		
							PHASE B=	2.9	kVA		
							PHASE C=	1.8	kVA		
							TOTAL =	5.7	kVA		
							TOTAL =	15.8	Amperes		
General purpose receptacles CEC 220.44			0.0 kVA				DESIGN LOAD				
First 10 kVA or less			0.0 @ 100% = 0 kVA								
Remainder over 10 kVA =			0.0 @ 50% = 0 kVA								
Lighting Loads =			0.0 @ 125% = 0 kVA								
Motor Loads			0.0 @ 100% = 0 kVA								
Largest Motor =			0.0 @ 25% = 0 kVA								
Continuous Loads =			0.0 @ 125% = 0 kVA								
Kitchen Loads CEC 220.56=			0.0 @ 100% = 0 kVA								
Noncontinuous Loads =			0.0 @ 100% = 0 kVA								
Noncoincident Loads =			0.0 @ 0% = 0 kVA								
							TOTAL =	0.0	kVA		
							TOTAL =	0.0	Amperes		

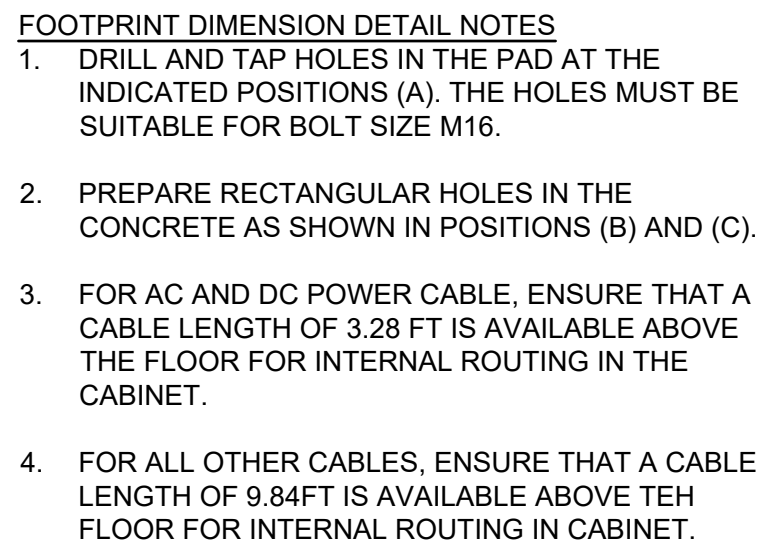
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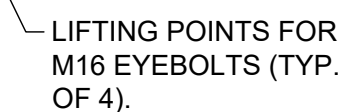
1
E-4.1



The logo of the International Union of Pure and Applied Chemistry (IUPAC) is a circle divided horizontally. The top half contains the number '3' and the bottom half contains the text 'E-4.1'.



2
E-4.1



4
E-4.1

[illegible]

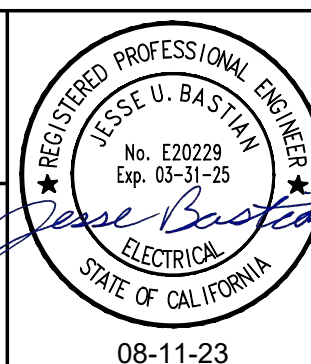
BENCH MARK ELEV. 173.650'
BENCHMARK BM47
CITY OF ROSEVILLE BENCHMARK,
APPROX. 270' ± EAST OF THE SOUTH
INTERSECTION OF GIBSON DRIVE. SEE
INFORMATION FOR DATUMS ON SURVEY
CONTROL SHEET.

FIELD BOOK
SCALE
HORIZ. _____
VERT. _____

CITY# 700029



P S O M A S
1075 Creekside Ridge Way, Suite 200 Roseville, CA 95678 (916) 788-8122
DESIGNED BY: JULIA BRODOVSKY DATE 08/2023
CHECKED BY: JESSE BASTIAN DATE 08/2023
DRAWN BY: MNE DATE 08/2023



CITY OF ROSEVILLE
ON-ROUTE BUS CHARGING STATION
ROSEVILLE GALLERIA
ELECTRICAL DETAILS

E-4.1

SHEET
23
— OF —
27

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ENGINEERING, INC.

Electrical Engineers | Lighting Designers

100 Howe Ave., Suite 235N
Sacramento, CA 95825-8217
www.mneilsengineering.com
Tel: (916) 923-4400
PROJECT #: 21335.21
PROJECT MGR: Julia Brodovsky

REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK		ELEV. 173.650'
BENCHMARK BM47		
CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.		

FIELD BOOK	CITY# 700029
SCALE	
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PSOMAS

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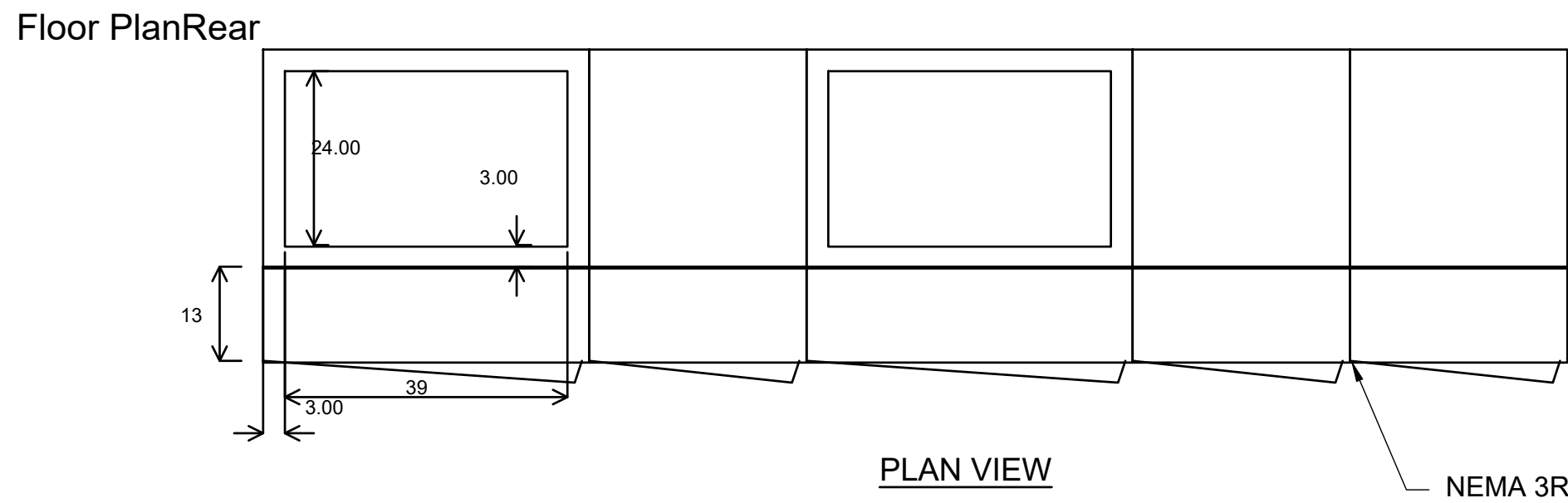
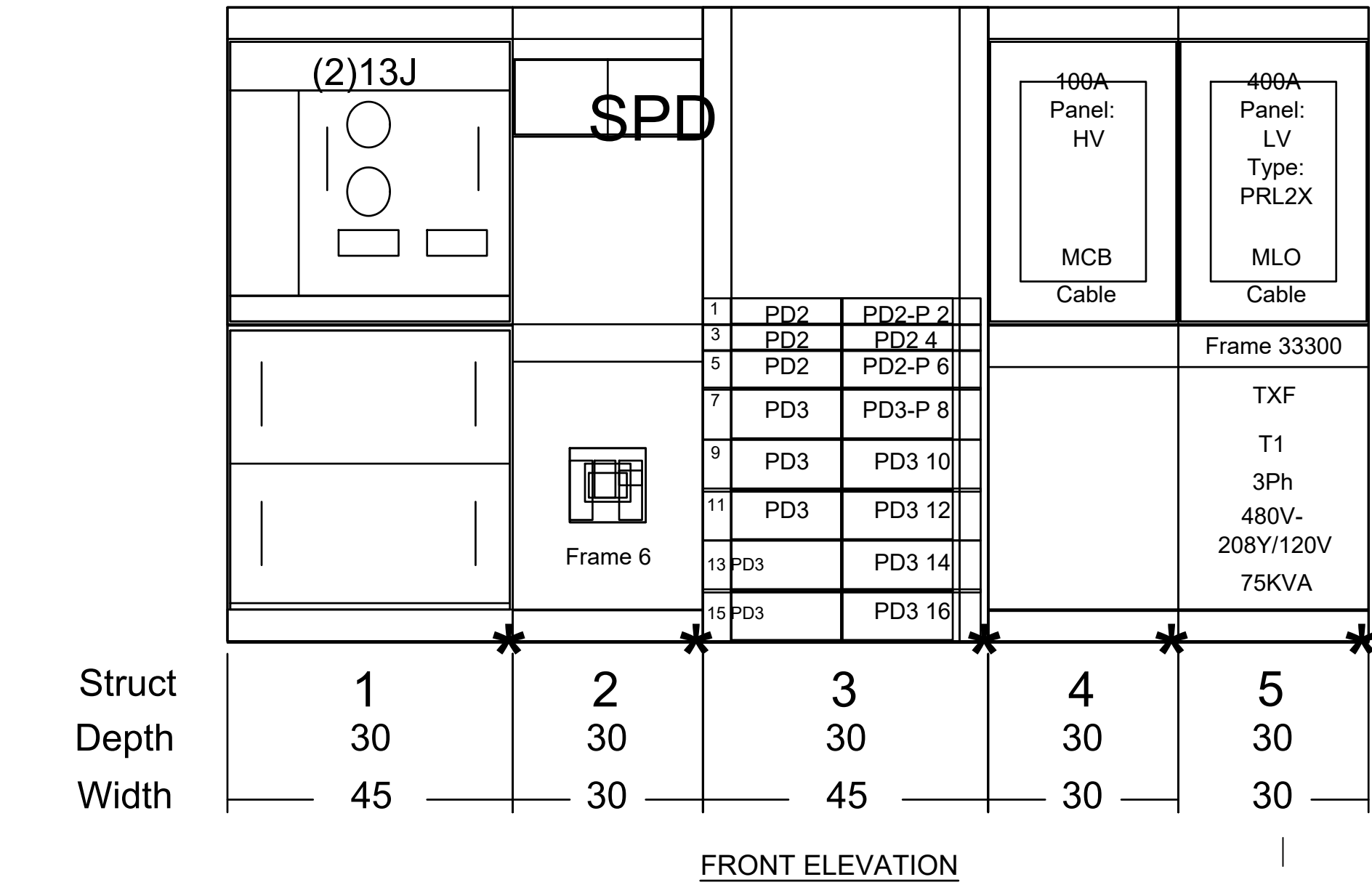


CITY OF ROSEVILLE

ON-ROUTE BUS CHARGING STATION

ROSEVILLE GALLERIA

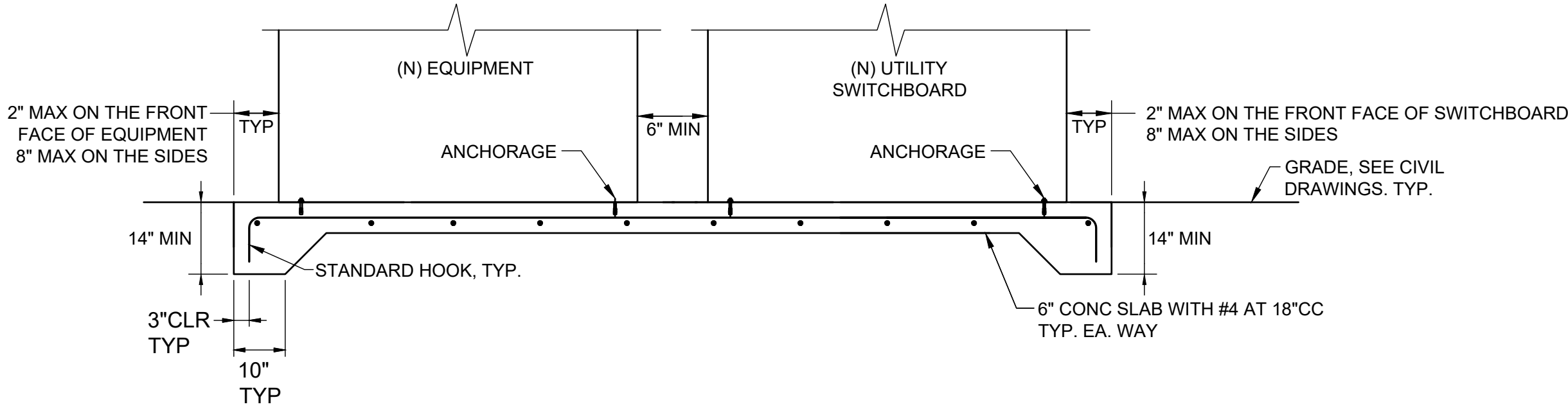
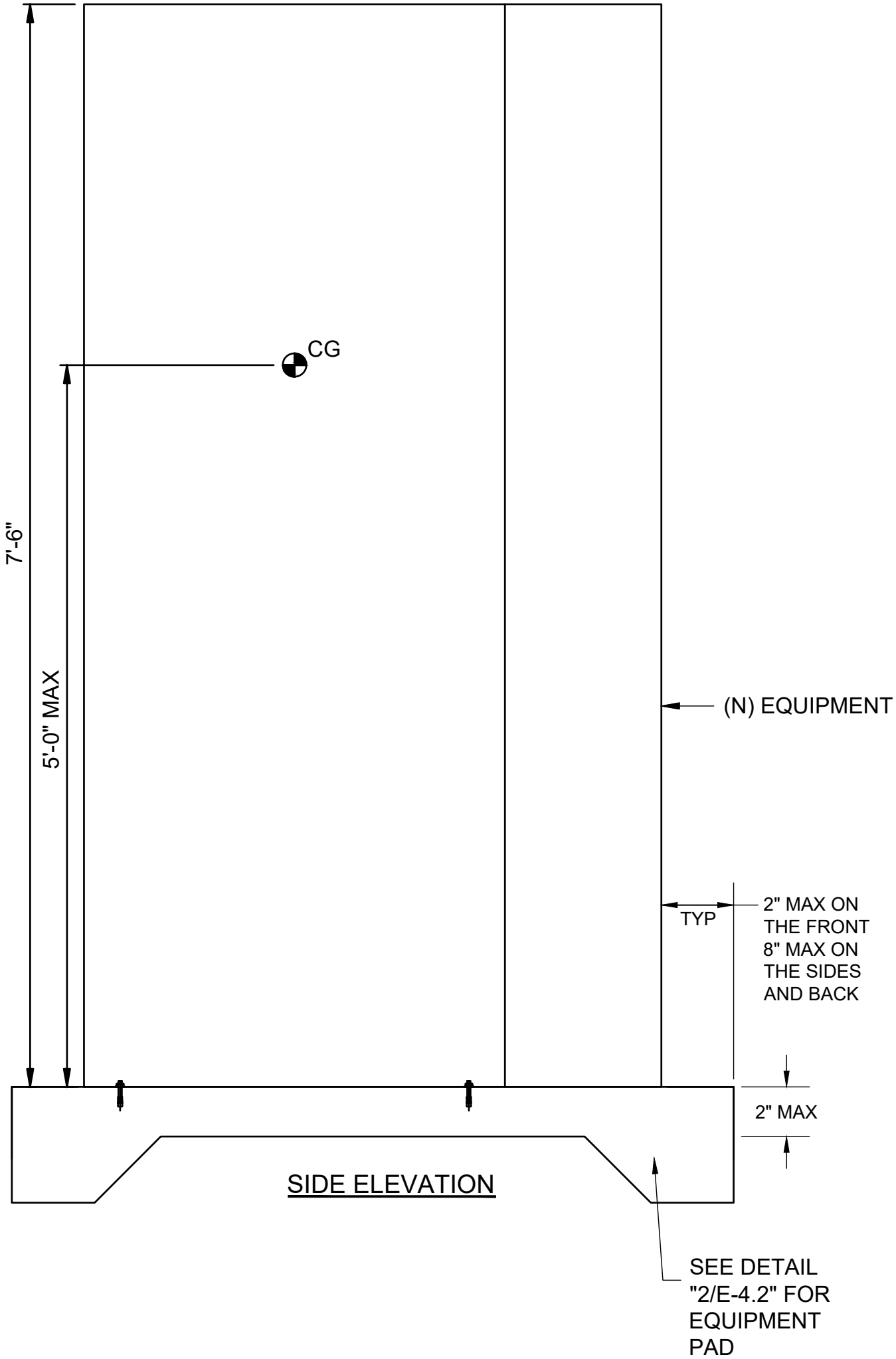
ELECTRICAL DETAILS



1

MAIN SWITCHBOARD "MSBG" MOUNTING DETAIL

E-4.2 NO SCALE



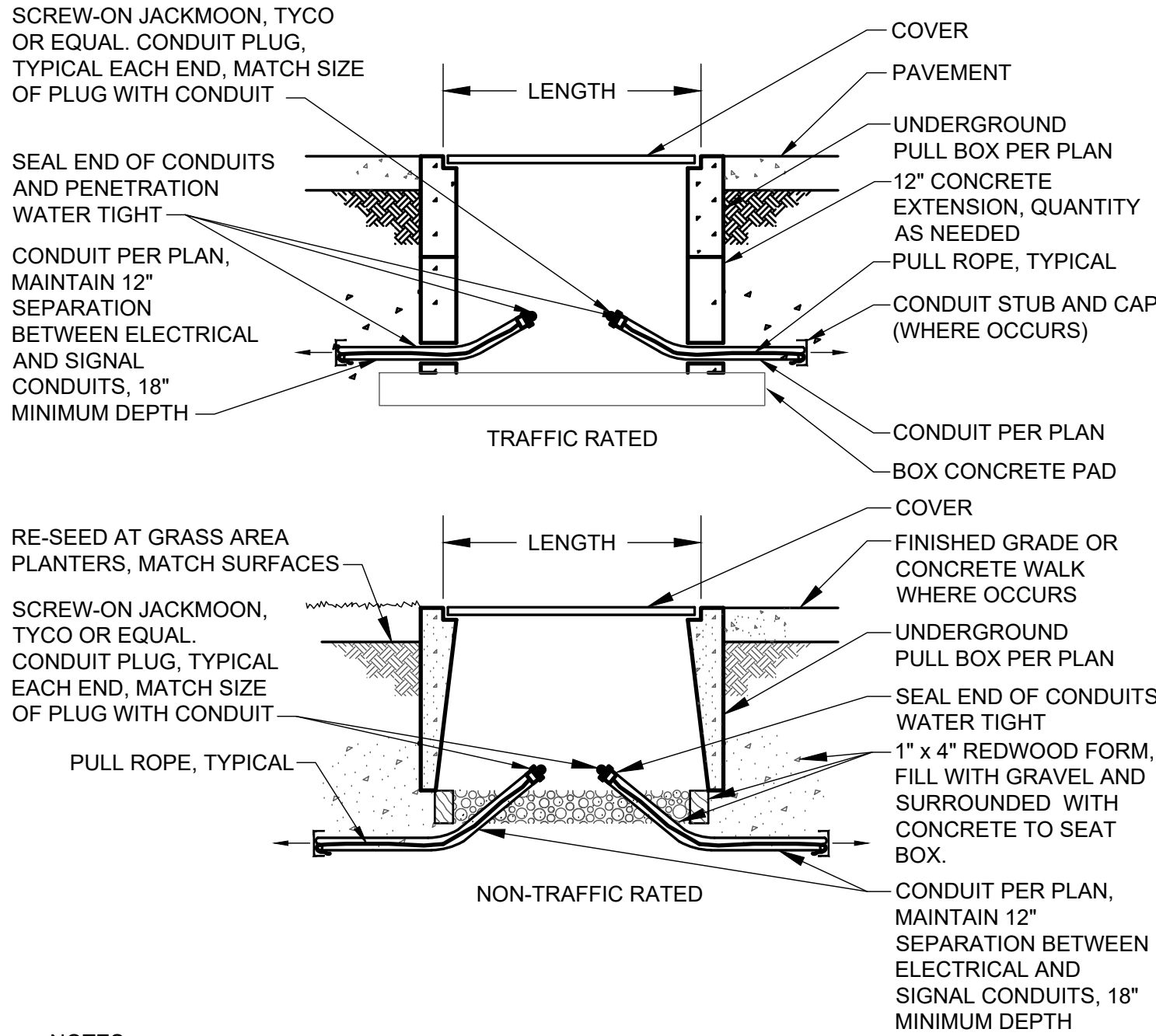
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TYPICAL EQUIPMENT PAD DETAIL

E-4.2 NO SCALE

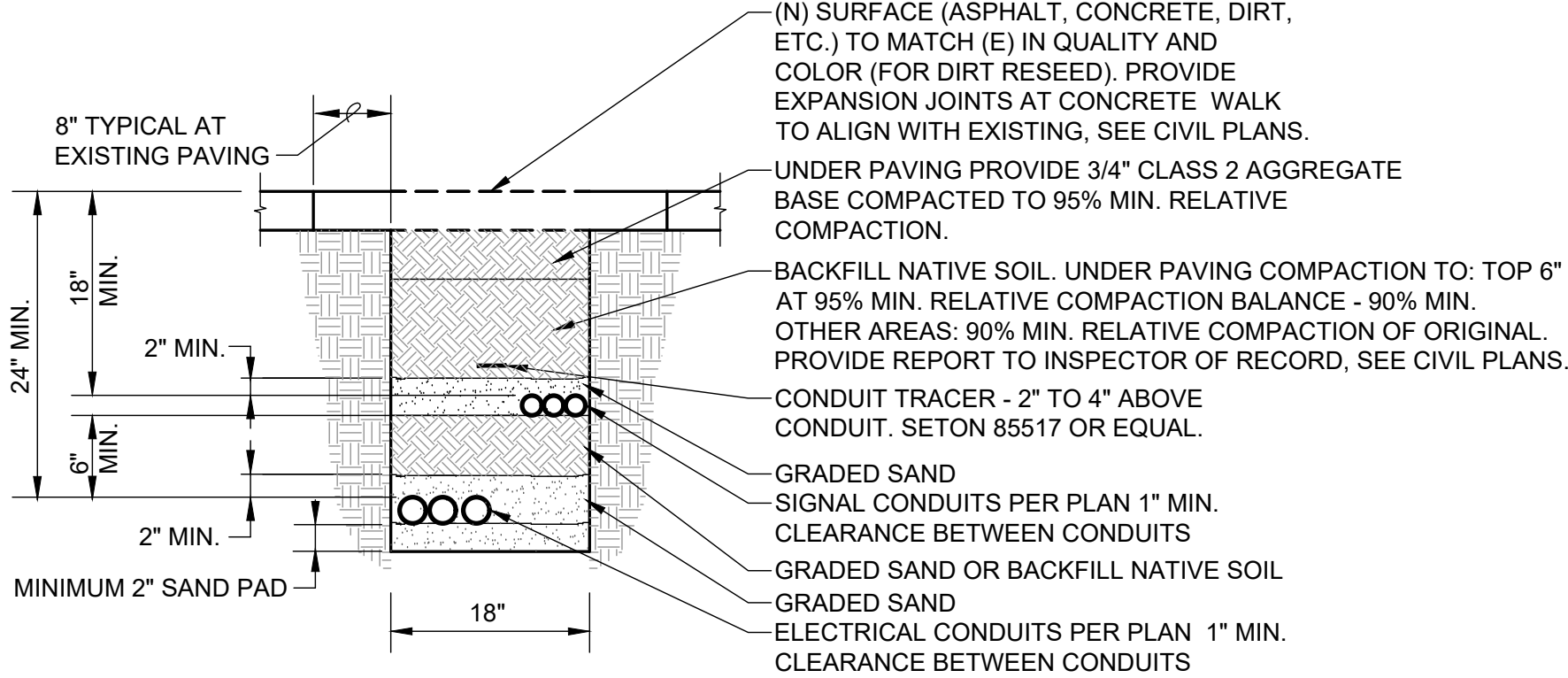
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UNDERGROUND PULL BOX SCHEDULE			
TAG	NOMINAL WIDTH	NOMINAL LENGTH	NOMINAL DEPTH
PB10	10"	17"	12"
PB13	13"	24"	12"
PB17	17"	30"	12"
PB24	24"	36"	12"
PB30	30"	48"	12"
REFER TO PLAN FOR LOCATION OF BOXES AND TYPES USED.			

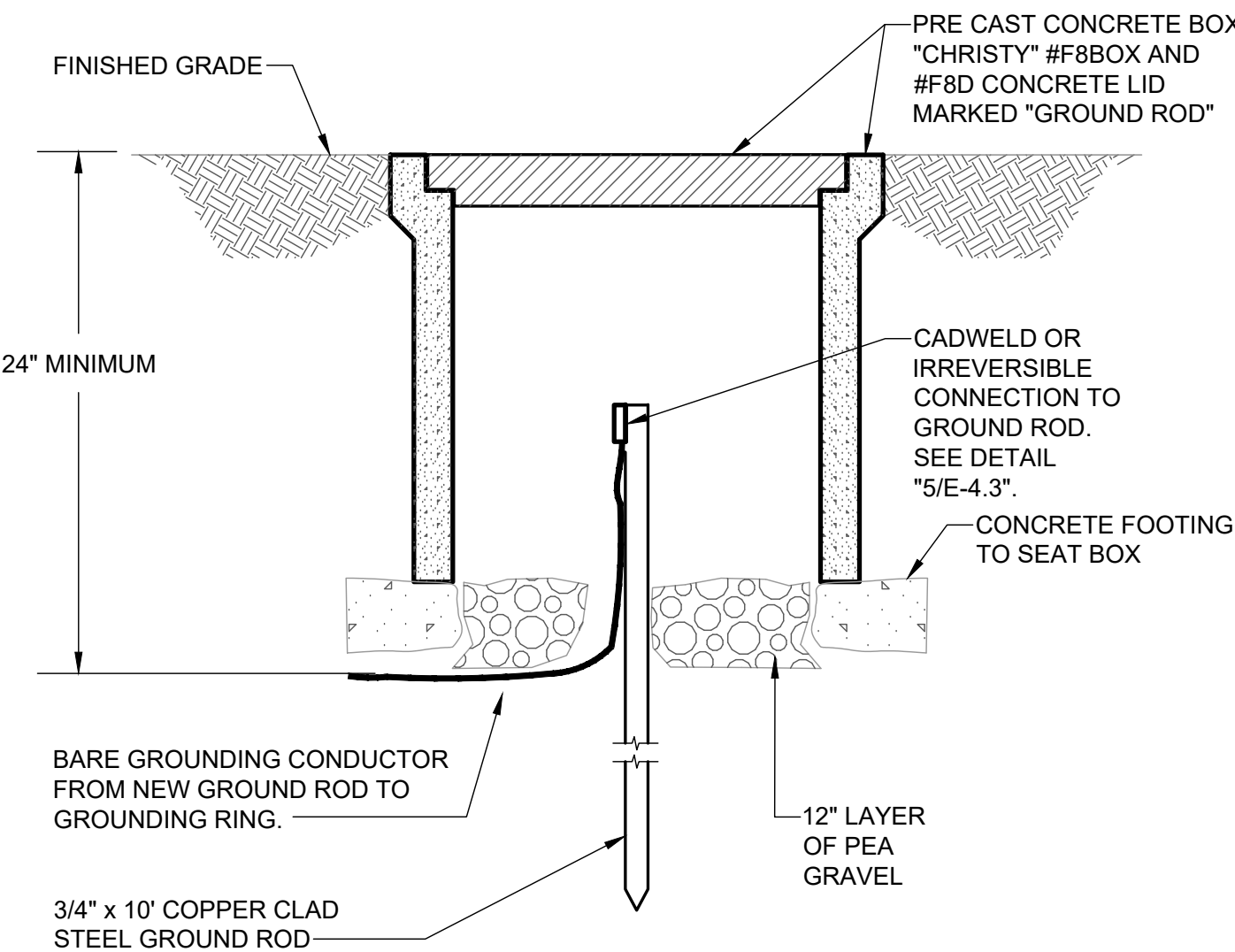


NOTES:

- PULL BOX SHALL BE TRAFFIC RATED WHEN SUBJECT TO VEHICULAR TRAFFIC
- CLEAN 2" AND LARGER SPARE EMPTY CONDUITS WITH APPROPRIATE SIZE MANDREL PRIOR TO PLACING PULL ROPE AND PLUGGING EMPTY CONDUITS WITH CONDUIT PLUGS.
- PULL ROPE: TIE OFF EACH END TO DUCT PLUG TO PREVENT PULL ROPE LOSS IN CONDUIT.



2 TYP. CONDUIT TRENCHING DETAIL
E-4.3 NO SCALE

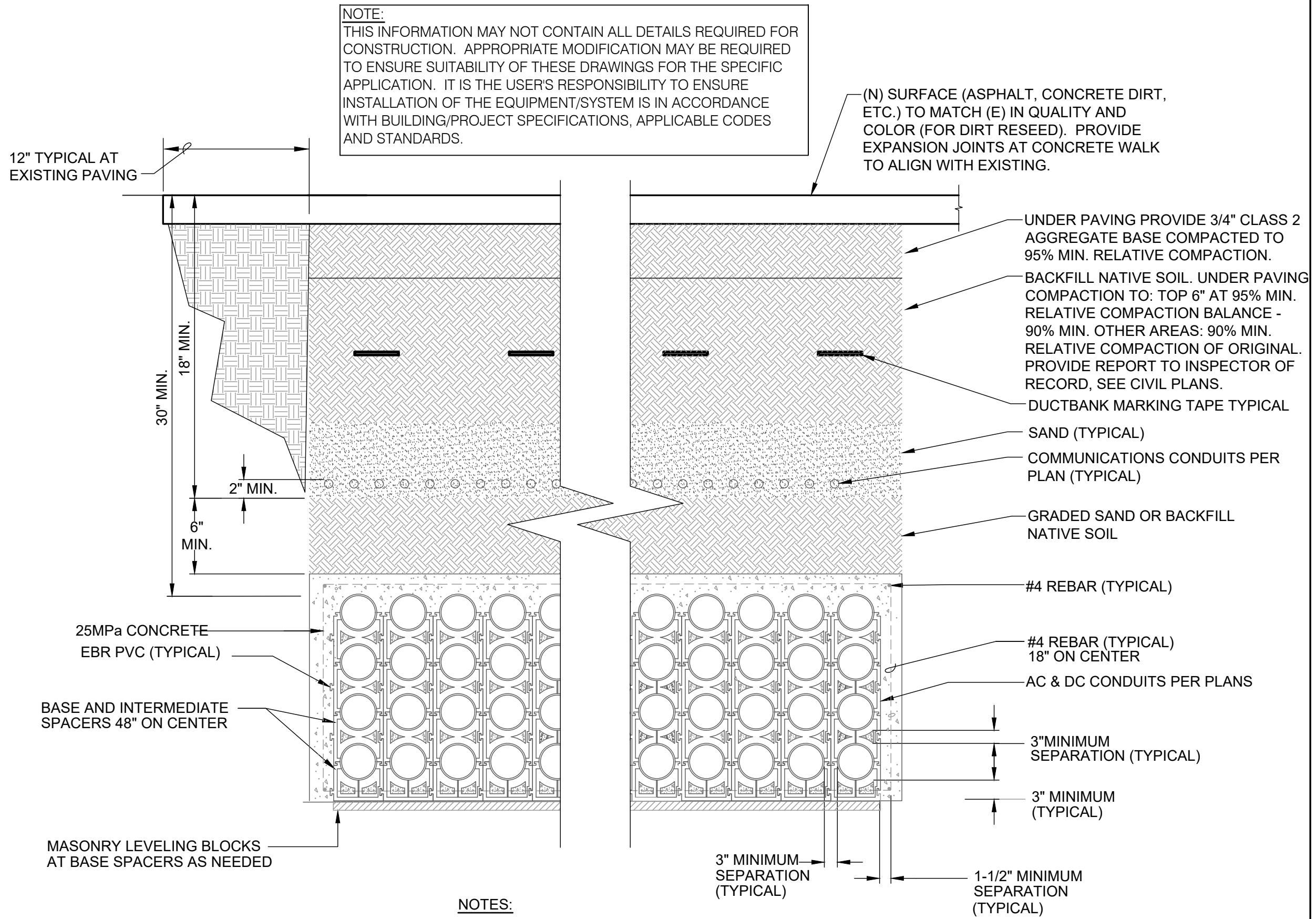


- FOR FUTURE DISPENSER PROVIDE BOX, CONDUIT, AND GROUNDING ROD.

4 GROUND ROD AND BOX DETAIL
E-4.3 NO SCALE

CADWELD CONNECTION LIST	
SYMBOL ITEM	CADWELD DESCRIPTION
GR	GROUND ROD
TA	T-CONNECTION
XA	X-CONNECTION

5 CADWELD CONNECTIONS
E-4.3 SCALE : NO SCALE

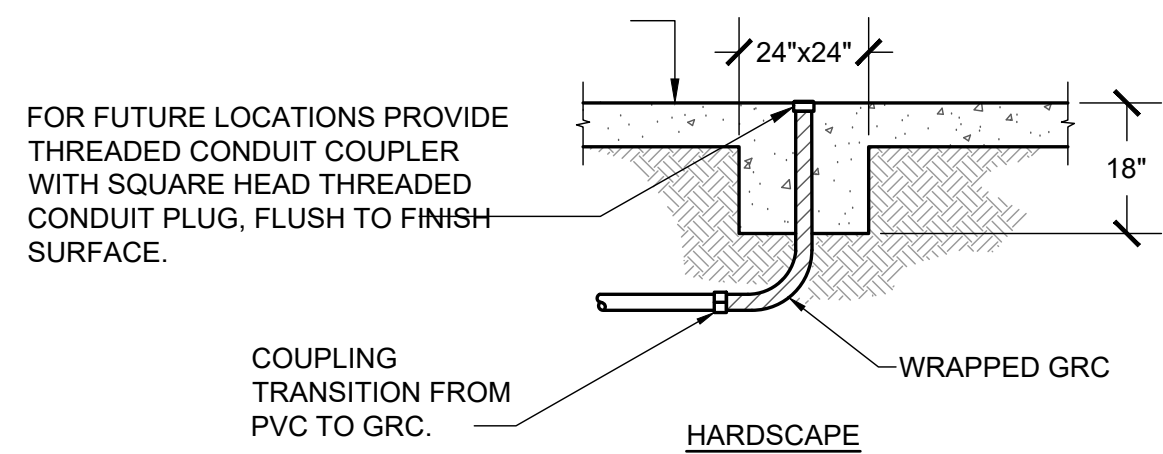


NOTES:

- GEOTECH TEST, IN ACCORD WITH ASTM D698, THE BOTTOM OF EXCAVATION TO ACHIEVE 85% TO 95% OF MAXIMUM DRY DENSITY, PRIOR TO CONCRETE PLACEMENT.
- THIS DETAIL IS INTENDED TO BE A GENERAL LAYOUT ONLY, CONTRACTOR IS RESPONSIBLE FOR FINAL LAYOUT.

3 TYP. PCS DUCT BANK SECTION DETAIL
E-4.3 NO SCALE

PROVIDE SHOP DRAWINGS FOR LARGEST CROSS SECTION OF DUCT BANK.



6 CONDUIT STUB DETAIL
E-4.3 NO SCALE

APPLIES TO ALL STUB-UPS FOR FUTURE PCS, SEE SITE PLAN FOR LOCATIONS

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PROJECT #: 21335.21
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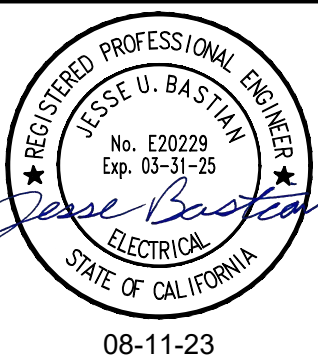
REVISIONS			
NO.	DESCRIPTION	DATE	BY

BENCH MARK	ELEV. 173.650'
BENCHMARK	BM47
CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.	

FIELD BOOK	CITY# 700029
SCALE	
HORIZ. _____	
VERT. _____	

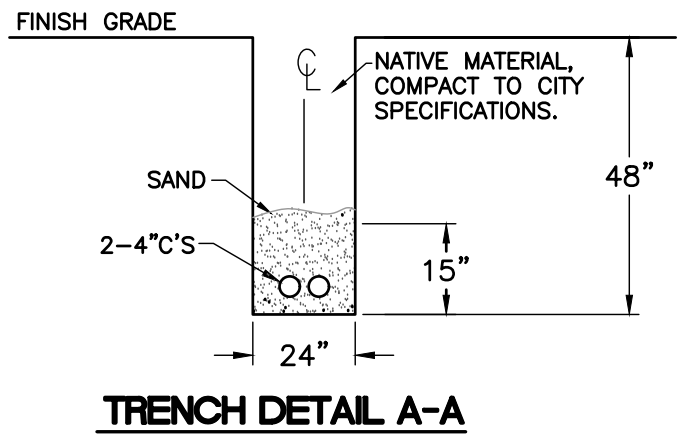


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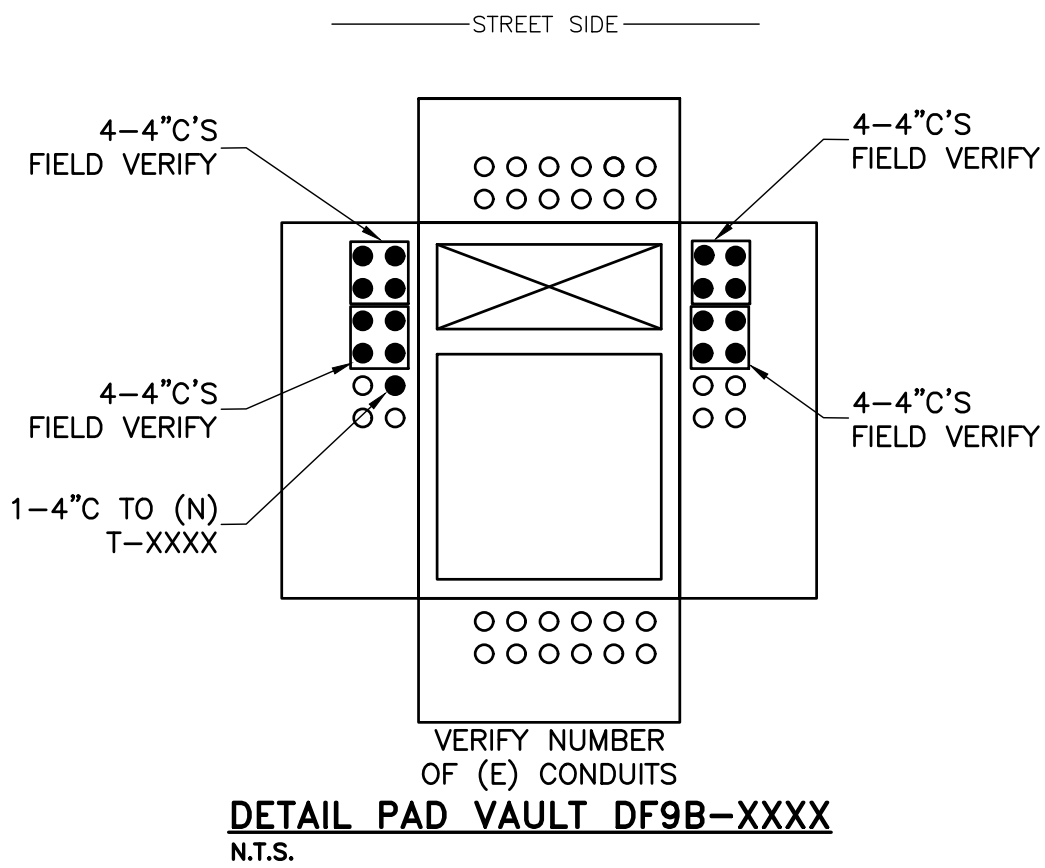
CITY OF ROSEVILLE
ON-ROUTE BUS CHARGING STATION
ROSEVILLE GALLERIA
ELECTRICAL DETAILS

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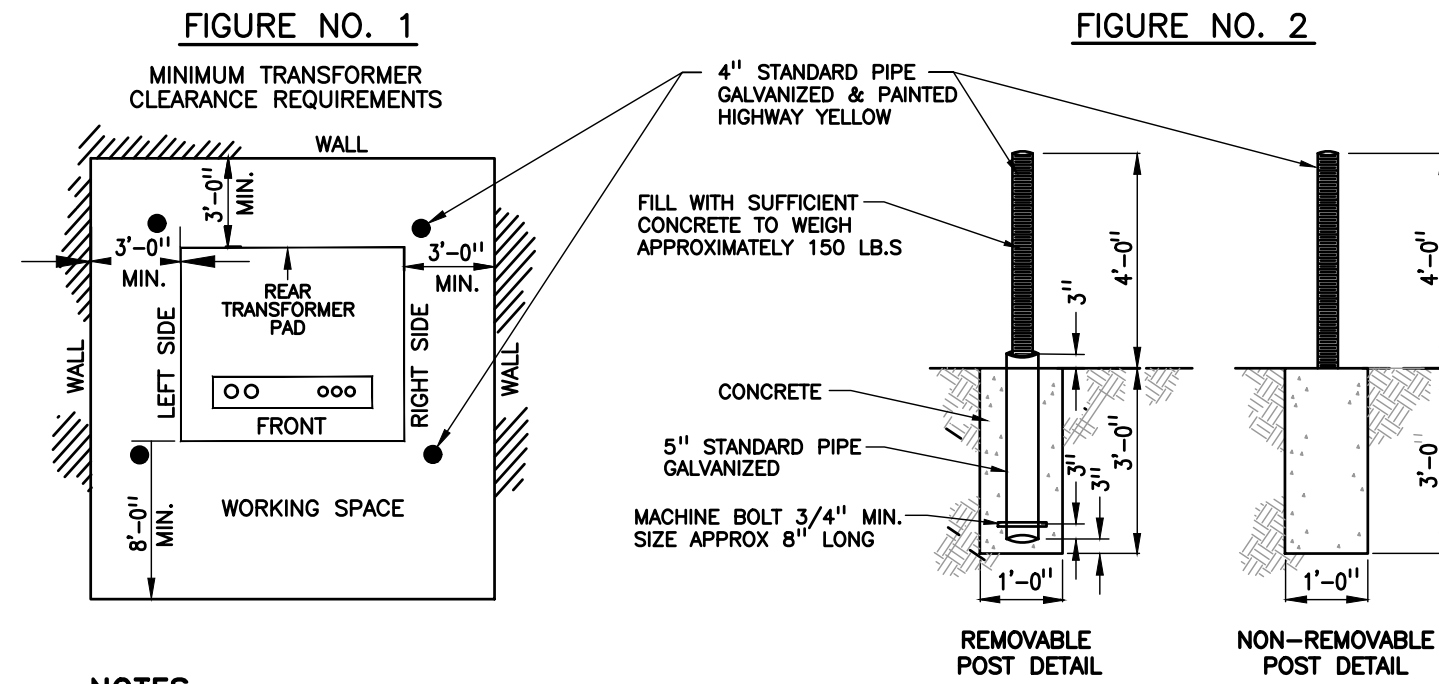
1 ROSEVILLE ELECTRIC DETAIL PAD VAULT

E-4.4 NO SCALE



2 ROSEVILLE ELECTRIC DETAIL PAD VAULT

E-4.4 NO SCALE



NOTES:

1. The concrete pad should be located so that its associated transformer will be three feet minimum from the side of any building wall. If the wall is fireproof, the minimum clearance can be reduced to two feet. At least eight feet of clear space shall be provided in front of pad to allow complete opening of transformer cabinet doors and allow City personnel sufficient working room for Hot Stick work. Figure No. 1, shows the preferred location of a transformer pad with reference to other construction.
2. A minimum of 4' from top back of curb to edge of transformer pad must be maintained. If the 4' dimension cannot be obtained, posts per figure 2 must be installed. The number, type and placement of posts required will be determined by the Roseville Electric construction print or field inspector. In no case shall the clearance be less than 2' with parking barriers.

TRANSFORMER WORKING CLEARANCE DETAIL

ROSEVILLE ELECTRIC TRANSFORMER

WORKING CLEARANCE DETAIL

E-4.4 NO SCALE

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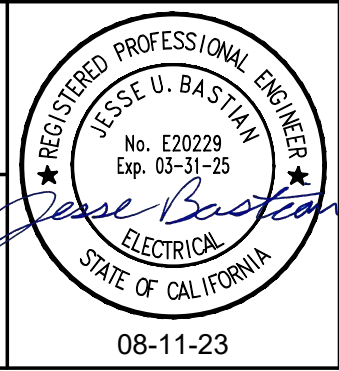
BENCH MARK		ELEV. 173.650'
BENCHMARK		BM47
CITY OF ROSEVILLE BENCHMARK, APPROX. 270' ± EAST OF THE SOUTH INTERSECTION OF GIBSON DRIVE. SEE INFORMATION FOR DATUMS ON SURVEY CONTROL SHEET.		

FIELD BOOK
SCALE
HORIZ. _____
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CITY# 700029



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CITY OF ROSEVILLE
ON-ROUTE BUS CHARGING STATION
ROSEVILLE GALLERIA
ELECTRICAL DETAILS

DETAILS ARE REPRODUCED FROM ROSEVILLE ELECTRIC DRAWINGS. VERIFY ALL UTILITY REQUIREMENTS WITH ROSEVILLE ELECTRIC.

E-4.4
SHEET 26
OF 27

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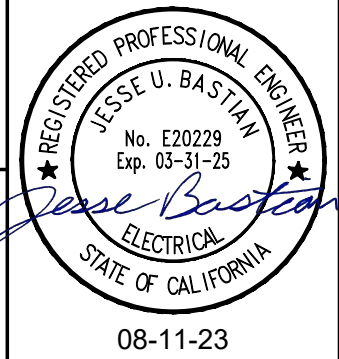
FIELD BOOK	CITY# 700029
SCALE	
HORIZ. _____	
VERT. _____	



PSOMAS

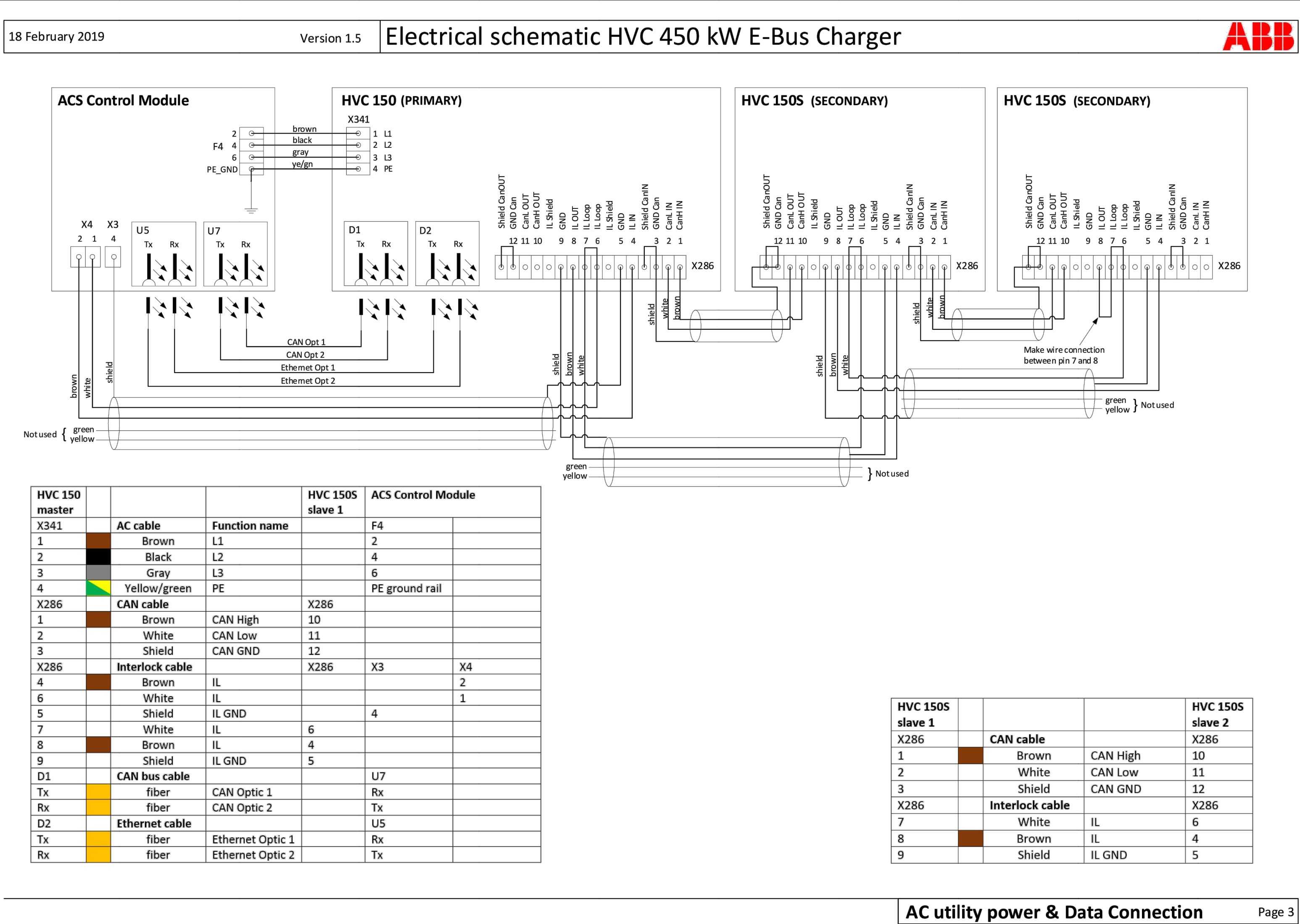
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CITY OF ROSEVILLE
ON-ROUTE BUS CHARGING STATION
ROSEVILLE GALLERIA
ELECTRICAL DETAILS

SHEET	27
OF	27



1

E-4.5

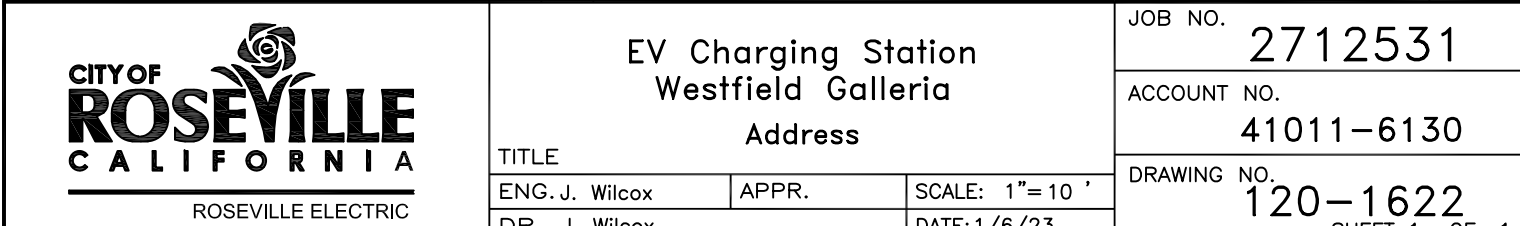
ABB HVAC AC UTILITY POWER & DATA CONNECTIONS

NO SCALE

DETAIL IS FROM ABB DOCUMENTS AND IS FOR REFERENCE ONLY. VERIFY INSTALLATION REQUIREMENTS WITH ABB.

E-4.5

PLAN FOR ELECTRIC UTILITY IMPROVEMENTS





Buildings & Grounds Project Manual

Name of project:

Galleria On-Route Bus Charging Project

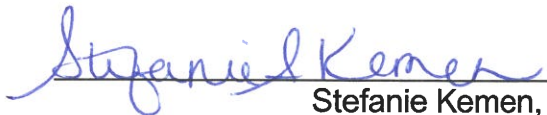
Department:

Public Works—Engineering



Notice to Contractors, Proposal, and Special Provisions for the
Galleria On-Route Bus Charging Project
Public Works – Engineering

Recommended for Approval:


Stefanie Kemen, PE
Engineering Manager

Approved By:


Jason Shykowski, PE
Public Works Director

For use in connection with the State of California Standard Specifications dated 2015,
Standard Plans dated 2015, Labor Surcharge and Equipment Rental Rates

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	<u>Pagination Notation</u>
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Instructions to Bidders	INT
Proposal	PROP
Insurance Broker Information Packet	INS
General Conditions for Buildings and Grounds	GC
Supplemental Conditions	SC
Specifications	SPEC
Assembly Bill No. 626	AB 626
Geotechnical Design Report	GDR
Progress Payment Forms	CC
Drawings	DRAW

CITY OF ROSEVILLE

DEPARTMENT OF Public Works

Name of Project: Galleria On-Route Bus Charging 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 _____ at 3:00 p.m. Late Proposals will be rejected. No exceptions.

The Proposals will be publicly opened and read by the City Clerk or designee of the City of Roseville at 3:05 p.m. on _____, 20__ at the Office of the City Clerk located at 311 Vernon Street, Roseville California for the following project:
Galleria On-Route Bus Charging Project.

A pre-bid meeting will be held at Not Applicable
_____.

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

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

follows:

[NAME OF PROJECT]

(Name of Bidder)

(Address of Bidder)

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

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

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

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

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

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

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

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

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

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

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

All questions prior to the deadline for bid submissions shall be directed to the attention of Galleria On-Route Bus Charging Project via online submission at the Public Purchase website. The deadline for submissions of questions and clarifications regarding the Contract Documents is 11 calendar days before the deadline for

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

City Clerk, City of Roseville

Dated: _____

Published: _____

INSTRUCTIONS TO BIDDERS

SECTION 1. GENERAL

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

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

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

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

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

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

SECTION 2: BID REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 3: EVALUATION OF BIDS

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

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

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

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

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

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

SECTION 4: AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

SECTION 5: BID PROTEST PROCEDURES

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

PROPOSAL TO THE DEPARTMENT OF Public Works

Project: Galleria On-Route Bus Charging 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 _____
Galleria On-Route Bus Charging Project, 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.]

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.

GALLERIA ON-ROUTE BUS CHARGING PROJECT

CONTRACTOR: _____

SCHEDULE OF BASE BID ITEMS

ITEM NO.	* ITEM	UNIT	ESTIMATED QUANTITY	ITEM PRICE	SUBTOTAL
1	Mobilization	LS	1	_____	_____
2	Clearing and Grubbing	LS	1	_____	_____
3	Water Quality Compliance	LS	1	_____	_____
4	Job Site Management	LS	1	_____	_____
5	Traffic Control	LS	1	_____	_____
6	Roadway Excavation	CY	226	_____	_____
7	Remove Tree	EA	5	_____	_____
8	Remove Sign & Post	EA	1	_____	_____
9	Remove PCC (Curb and Gutter)	LF	283	_____	_____
10	Remove PCC Sidewalk	SF	109	_____	_____
11	Imported Borrow	CY	48	_____	_____
12	Class II AB	CY	189	_____	_____
13	HMA (Type A)	TON	21	_____	_____
14	PCC Pavement	CY	74	_____	_____
15	PCC Curb & Gutter	CY	16	_____	_____
16	PCC Sidewalk	CY	34	_____	_____
17	PCC Pad (Equipment and Transformer)	CY	9	_____	_____
18	Sod and Topsoil	SF	3503	_____	_____
19	Modify Irrigation System	LS	1	_____	_____
20	Bollards	EA	3	_____	_____
21	Pedestrian Barricade	EA	1	_____	_____
22	Roadside Sign	EA	5	_____	_____
23	Footing for Pantograph Charger	EA	2	_____	_____
24	Biofiltration Area	SF	580	_____	_____
25	Drop Inlet Type "F"	EA	2	_____	_____
26	6" Perforated Pipe Cleanout	EA	3	_____	_____
27	6" Perforated Pipe	LF	43	_____	_____
28	12" RCP (Class IV)	LF	48	_____	_____

* (F) denotes final pay item
(P) denotes partial payment
(S) denotes specialty item

GALLERIA ON-ROUTE BUS CHARGING PROJECT

29	Paint Red Curb	LS	1		
30	Electrical Box	EA	1		
31	Relocate Electrical Pullbox	EA	1		
32	Remove Electrical Box	EA	1		
33	Remove Roseville Electric Vault	EA	1		
34	New Roseville Electric Switch Pad Vault	EA	1		
ABB Pantograph Charging System:					
35	-HVC450 power cabinets (3 x 150 power cabinets)	LS	2		
	-ABB HVC Pole + internals (ACM + ACS/pantograph)				
	-Two year warranty				
	-Connected Services through the warranty period				
	-Commissioning trip to start-up the units				
	-Freight to site				
36	Electrical - Main Switchboard	EA	1		
37	Electrical - Outdoor Telecom Cabinet	EA	1		
38	Electrical - 1" PVC Conduit	LF	20		
39	Electrical - 2" PVC Conduit	LF	852		
40	Electrical - 3" PVC Conduit	LF	1241		
41	Electrical - AC Conductor #10 CU	LF	40		
42	Electrical - AC Conductor #4 CU	LF	185		
43	Electrical - AC Conductor #3/0 CU	LF	1130		
44	Electrical - AC Conductor #250 CU	LF	555		
45	Electrical - AC Conductor #600 CU	LF	4520		
46	Electrical - DC Conductor #350 MCM	LF	2412		
47	Electrical - Ground rod	EA	7		
48	Electrical - #2/0 CU for grounding ring	LF	200		
49	Electrical - Site trenching and backfill	LF	2093		
				TOTAL	

* (F) denotes final pay item

(P) denotes partial payment

(S) denotes specialty item

NONCOLLUSION DECLARATION TO BE EXECUTED BY
BIDDER AND SUBMITTED WITH BID

The undersigned declares:

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

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

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

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

(Signature of Declarant)

DISQUALIFICATION QUESTIONNAIRE

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

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

Yes_____

No_____

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

ACKNOWLEDGEMENT OF INSURANCE AND BOND REQUIREMENTS

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

NAME OF BIDDER: _____

SIGNATURE OF BIDDER: _____

TITLE OF BIDDER: _____

DATE: _____

DISCLAIMER OF WARRANTIES AND ACCURACY OF DATA

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

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

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

Print Name

Signature

Name of Business/Company/Corporation

Date

Address

Phone

END OF PROPOSAL

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
municipal corporation

_____, a

BY: _____
DOMINICK CASEY
City Manager

BY: _____
its: _____

and

ATTEST:

BY: _____
its: _____

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: _____

Print Name: _____

Title: _____

INSURANCE BROKER INFORMATION PACKET

Project: Galleria On-Route Bus Charging Project

NOTICE TO CONTRACTOR:

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

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

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Public Works Payment Bond	INS 13

NOTICE TO INSURANCE BROKER

Your client has been awarded a bid by the City Council of the City of Roseville to perform a public works project known as Galleria On-Route Bus Charging Project. 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:

City of Roseville

Attn: Cathy Gosalvez

311 Vernon Street

Roseville, CA 95678

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

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

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

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

Thank you.

INSURANCE REQUIREMENTS

The following sections are quoted from the General Conditions:

5-1.23 **INSURANCE COVERAGE.**

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

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

C. **Insurance Required.**

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

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

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

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

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

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

d. Such insurance shall specifically cover the contractual liability of

the Contractor.

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

f. Waiver of subrogation endorsement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES NEXT PAGE]

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

PRINCIPAL:

SURETY:

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

PRINT TITLE: _____

PRINT TITLE: _____

AND

MAILING ADDRESS:

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

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

APPROVED AS TO FORM:

BY: _____
City Attorney

Bond No. _____
Premium \$ _____

PUBLIC WORKS
LABOR AND MATERIALS PAYMENT BOND
(Project: Galleria On-Route Bus Charging Project)

WHEREAS, the City of Roseville ("CITY"), has awarded a bid and contract to _____
as contractor ("PRINCIPAL"), for the public work described as _____
Galleria On-Route Bus Charging Project (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

GC

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

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SECTION 1

DEFINITIONS AND TERMS

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

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

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

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

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

with certain contractual requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

E. Supplemental costs including the following:

1. The proportion of necessary transportation, travel and subsistence

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

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

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

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

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

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

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

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

equipment and/or facilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, 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.

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.

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]

SUPPLEMENTAL CONDITIONS

Project: Galleria On-Route Bus Charging 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
	PARKS CONSTRUCTION STANDARDS 316 Vernon Street, Suite 400, Roseville, CA 95678
X	DESIGN AND CONSTRUCTION STANDARDS 311 Vernon Street, Roseville, CA 95678
X	OTHER: Geotechnical Design Report, Crawford & Associates (March 2023)

Above documents are available at: www.roseville.ca.us.

2. Numbering in these Supplemental Conditions conforms to that in the General Conditions. The existence of a section in these Supplemental Conditions means that the corresponding section in the General Conditions is modified in some respect. Unless otherwise specified, the modified General Condition is deleted entirely and the provisions of these Supplemental Conditions are substituted.

SECTION 1. DEFINITIONS AND TERMS

1-1.24 **DEPARTMENT.** Section 1-1.24 of the General Conditions is amended to include the following:

The Department for Contract Administration is the Public Works Department of the City of Roseville.

SECTION 2. CONTROL AND SCOPE OF THE WORK

2-1.07 **ORDER OF WORK.** Section 2-1.07 of the General Conditions is amended to include the following:

The first order of work shall be to place the order for long lead time materials and equipment including electrical materials that will be furnished by the Contractor for this project. The Contractor must place the order within 10 working days after the Project Award. Should the City have to supply the Contractor with material and/or equipment to do the work, the Contractor will be charged accordingly per agreed upon cost. The Contractor must furnish the Engineer with a statement from the equipment vendor(s) that the order for said equipment has been received and accepted by said vendor(s). Said statement must include an anticipated date of delivery of said equipment to the Contractor. Said statement must be furnished to the Engineer within 15 working days of the Project Award. Installation of charging equipment must be completed within contract working days. The Contractor must pay liquidated damages per the Special Provisions of this document if the installation of charging cannot be completed within the above time frame.

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 14 Days after receipt of the submittal by the Director.

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

1.08D of the General Conditions is amended to include the following:

- A. Manuals and Instructions. Provide installation instructions, and operations and maintenance manuals for the electric bus charging equipment and electric fleet charging equipment.
- B. Affidavits. Provide affidavits for the electric bus charging equipment and electric fleet charging equipment.

2-1.17 **NIGHT WORK AND NORMAL WORKING HOURS.**

Section 2-1.17 of the General Conditions is amended to read:

Normal working hours at the construction site shall be between the hours of 7:00 a.m. and 4:30 p.m. Monday through Friday. The Contractor must reimburse the City at a rate of \$175 per hour for the Inspector and \$225 per hour for the Resident Engineer for all inspections performed outside of these hours, including designated holidays and weekends.

2-1.22 **FINAL CLEANUP.** Section 2-1.17 of the General Conditions is

amended to include the following:

The Contractor must use a power washer to remove all reference markings (i.e. USA markings, striping reference points, utility reference points, etc.)

SECTION 3. CHANGES IN THE WORK

There are no amendments to the General Conditions.

SECTION 4. CONTROL OF MATERIALS

There are no amendments to the General Conditions.

SECTION 5. LEGAL RELATIONS AND RESPONSIBILITY

5-1.14 **AIR POLLUTION CONTROL AND ASBESTOS.** Section 5-1.14 of the General Conditions is amended to include the following:

To the best of the City's knowledge, asbestos is NOT present in the vicinity of the Project. Additional information shall be made available to Contractor upon request.

5-1.19 **PERMITS AND LICENSES.** Section 5-1.19 of the General Conditions is amended to include the following:

All electric vehicle infrastructure and equipment on the customer side of the electrical meter must be installed by contractors with the appropriate license classification as determined by the Contractors State License Board. Specifically, at least one electrician on each crew, at any given time, must hold an Electric Vehicle Infrastructure Training Program (EVITP) certification; and

- 1) Projects that install a charging port supplying 25 kilowatts (kW) or more, must have at least 25 percent of the total electricians working on the crew for the project, at any given time, hold an Electric Vehicle Infrastructure Training Program (EVITP) certification; and
- 2) One member of each crew may be both the contractor and an EVITP certified electrician.

5-1.26 **COORDINATION AND ACCESS.** Section 5-1.26 of the General

Conditions is amended to include the following:

Contractor must coordinate with Roseville Electric who will be performing work on this project.

The Contractor must coordinate with the Galleria Mall landscape maintenance contractor prior to disturbing the existing landscape and irrigation. The Contractor must field verify the locations of existing irrigation systems prior to construction activities. All adjacent systems must maintain automatic programmed watering schedules throughout the construction. The Contractor is responsible for repairing or replacing and adjusting any portions of the existing irrigation systems impacted during construction of the improvements of this Contract.

Relocation of utilities shown in the following table requires coordination with your activities. Make the necessary arrangements with the utility company through the Engineer and submit a schedule:

1. Verified by a representative of the utility company
2. Allowing at least the time shown for the utility owner to complete its work

Utility Relocation and Contractor-Arranged Time for the Relocation

<u>Utility</u>	<u>Utility address</u>	<u>Location</u>	<u>Working days</u>
Electric	On-site	Running thru the project area	To be determined

5-1.40 **DIGGING TRENCHES OR OTHER EXCAVATIONS.** The first paragraph of Section 5-1.40 of the General Conditions is amended to read:

In the event any work involves digging trenches or other excavations below the surface, City and Contractor shall comply with the following:

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 15 business days after receiving a Notice to Proceed and shall diligently prosecute the Work to completion. The Work shall be completed within 80 business days of the Notice to Proceed.

If landscaping plants require an establishment period, that period will be 30 calendar days. Start of the establishment should be as outlined in the Specifications.

6-1.08 **LIQUIDATED DAMAGES.** Section 6-1.08 of the General Conditions is amended to include the following:

The amount of Liquidated Damages is the sum of \$5,200 per Day.

SECTION 7: ACCEPTANCE AND PAYMENT

7-1.07 PROGRESS PAYMENTS. Section 7-1.07 of the General

Conditions is amended to include the following:

The Contractor shall submit all requests for progress payments using the forms included in Appendix C:

Form CC 1: Progress Payment Request - This form is to be completed and signed by the Contractor and attached as a cover sheet to each request for payment. This form will be mandatory on all contract payment requests.

Form CC2: Progress Payment Request (Detail) - This form may be used by the Contractor to provide the detail required to verify the payment quantities. (City will accept the Contractor's form if it provides the required information.)

Form CC3: Quantity Changes Verification Form - This form is required before any payment can be made based on actual quantities exceeding estimated quantities. At the conclusion of the project, the City will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the contract item of work.

Form CC4: Final Release Form - This form must accompany all requests for final payment.

[END OF SUPPLEMENTAL CONDITIONS]

SPECIFICATIONS

Project: Galleria On-Route Bus Charging Project

SPEC

CITY PROJECT # 700029

The special provisions contained herein have
been prepared by or under the direction of the
following Registered Persons.

ROADWAY



Brian Wright, Registered Civil Engineer



STRUCTURES



Douglas Fredericks, Registered Civil Engineer



ELECTRICAL



Jesse Bastian, Registered Electrical Engineer



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APPENDIX A

APPENDIX B

APPENDIX C

APPENDIX D

**SPECIAL PROVISIONS
FOR
ON-ROUTE BUS CHARGING STATION PROJECT
AT ROSEVILLE GALLERIA**

CITY OF ROSEVILLE PROJECT NUMBER 700029

SCOPE OF SPECIAL PROVISIONS

1. The work described in these Special Provisions must be done in conformance with the latest edition of the City of Roseville Standard Construction Specifications, City of Roseville Design and Construction Standards, and Caltrans Standard Specifications and Plans, except insofar as they may be modified by these Special Provisions.
2. Numbering in these Special Provisions conforms to that in the Standard Construction Specifications. The existence of a section in these Special Provisions means that the corresponding section in the Standard Construction Specifications is modified in some respect. Unless otherwise specified, the Standard Construction Specification Provisions are deleted entirely, and the provisions of these Special Provisions are substituted.
3. The construction materials, payment, etc., for items of work shown in the proposal and on the plans, but not specifically mentioned in these Special Provisions are referred to the Standard Construction Specifications for conformance.

ORGANIZATION

Special provisions are under headings that correspond with the main-section headings of *the State Standard Specifications*. A main-section heading is a heading shown in the table of contents of the *Standard Specifications*.

Each special provision begins with a revision clause that describes or introduces a revision to *the State Standard Specifications* as revised by any revised standard specification.

Any paragraph added or deleted by a revision clause does not change the paragraph numbering of the *State Standard Specifications* for any other reference to a paragraph of the *State Standard Specifications*.

AA

DIVISION I GENERAL PROVISIONS

1 GENERAL

Add to section 1-1.07B:

Definitions and Abbreviations – Whenever in the State Standard Specifications, Special Provisions, Notice to Contractors, Proposal, Contract, or other contract documents the following abbreviations and terms are used, the intent and meaning shall be interpreted as follows:

<u>Abbreviation or Term</u>	<u>Intent and Meaning</u>
AGENCY	The Department of Public Works, City of Roseville
CITY	The City of Roseville and its applicable Departments
CITY COUNCIL	City Council of the City of Roseville, a Charter City in the State of California
CALTRANS	State of California, Department of Transportation
DEPARTMENT	The Department of Public Works, City of Roseville
STATE STANDARD SPECIFICATIONS	The State Standard Specifications issued by the State of California, Department of Transportation, dated 2015, and subsequent Revised Standard Specifications
ADMINISTRATOR	The Director of Public Works/City Engineer, as created by law; also the City Engineer

ENGINEER	City Engineer, and agents or assistants duly authorized by the Director of the Public Works to act on his behalf
DEPARTMENT OF TRANSPORTATION	State of California Agency
DEPARTMENT OF INDUSTRIAL RELATIONS	State of California Agency
DIVISION OF LABOR STANDARDS ENFORCEMENT	State of California Agency

Replace the following definitions in section 1-1.07B:

Director: Director of Public Works, City of Roseville

Engineer: City Engineer, and agents or assistants duly authorized by the Director of the Public Works to act on his behalf

Delete Columbus Day in Holidays table in section 1-1.07B:

AA

2 BIDDING

Add to section 2-1.01:

The bidder's attention is directed to the provisions in Section 2, "Bidding" of the State Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid.

Add between the 1st and 2nd paragraphs of section 2-1.06B:

The City of Roseville makes the following supplemental project information available:

Supplemental Project Information

Means	Description
Available for inspection at: City of Roseville	Geotechnical Design Report, Crawford & Associates (March 2023)

Add to section 2-1.10:

In addition to the subcontractors required to be listed in conformance with Section 2-1.10, "Subcontractor List" of the State Standard Specifications, each proposal must have listed therein the portion of work that will be done by each subcontractor listed. A sheet for listing the subcontractors is included in the Proposal.

AA

3 CONTRACT AWARD AND EXECUTION

Replace paragraph of Section 3-1.06 with:

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

AA

4 SCOPE OF WORK

Replace section 4-1.03 with:

The project consists of constructing the On-Route Bus Charging Station located at the Roseville Galleria. The work includes, but is not limited to: traffic control and construction staging, erosion control, water pollution control, site management, clearing and grubbing, tree removal, earthwork, removals, roadway excavation, pavement construction, curb, gutter and sidewalk, landscape and irrigation, electrical infrastructure work for overhead bus charging, utility relocation coordination, drainage, and signing and striping.

Add to section 4-1.06 with:

Attention is directed to Section 4-1.06, "Differing Site Conditions" of the State Standard Specifications.

During the progress of the work, if subsurface or latent conditions are encountered at the site differing materially from those indicated in the geotechnical data obtained by the Department's investigation of subsurface conditions, or an examination of the conditions above ground at the site, the party discovering those conditions must promptly notify the other party in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

The Contractor will be allowed 15 days from the notification of the Engineer's determination of whether or not an adjustment of the contract is warranted, in which to file a notice of potential claim in conformance with the provisions of Section 9-1.17D(2), "Claim Statement" of the State Standard Specifications and as specified herein; otherwise the decision of the Engineer must be deemed to have been accepted by the Contractor as correct. The notice of potential claim must set forth in what respects the Contractor's position differs from the Engineer's determination and provide any additional information obtained by the Contractor, including but not limited to additional geotechnical data. The notice of potential claim must be accompanied by the Contractor's certification that the following were made in preparation of the bid: a review of the contract, a review of the "Materials Information," a review of the log of test borings and other records of geotechnical data to the extent they were made available to bidders prior to the opening of bids, and an examination of the conditions above ground at the site. Supplementary information, obtained by the Contractor subsequent to the filing of the notice of potential claim, must be submitted to the Engineer in an expeditious manner.

Add to section 4-1.13 with:

The Contractor must use a power washer to remove all reference markings (i.e. USA markings, striping reference points, utility reference points, etc.)

Full compensation for conforming to these requirements is considered as included in the contract price paid for various items of work and no additional compensation will be allowed therefor.

AA

5 CONTROL OF WORK

Add to section 5-1.01 with:

For the award of the "Project", the City and the Resident Engineer will provide inspection on an eight-hour (8) day and a forty-hour (40) week (Monday through Friday) basis only. The Contractor must reimburse the City at a rate of **\$175 per hour** and the Resident Engineer at \$225 per hour for all inspection in excess of those hours listed above, including designated holidays and weekends. Requests for authorization to perform work outside the hours of 7:00 a.m. to 4:00 p.m., Monday through Friday, must be made in writing at least 48 hours in advance.

Attention is directed to Section 7-1.03," Public Convenience" of the State Standard Specifications concerning project working hours.

Designated holidays are observed: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. When a designated holiday falls on a Saturday or Sunday, the preceding Friday or following Monday (respectively) shall be a designated holiday.

The Contractor must provide a competent person during normal working hours to assist the Engineer, when required, in checking lines and grades of the Contractor's layout and for measuring quantities for payment purposes. The Contractor must cooperate with the Engineer so that checking, and measuring may be accomplished with the least interference to the Contractor's operations. No additional compensation will be made to the Contractor for fulfilling this requirement.

Attention is directed to Section 81-4 (E) and 91-4 (E) of the City of Roseville Construction Standards regarding trenching within the existing roadway.

Replace the 2nd paragraph in section 5-1.02 with:

Any discrepancies or omissions found in the Contract Documents must be reported to the Engineer immediately. The Engineer will clarify discrepancies or omissions, in writing, within a reasonable time.

In resolving inconsistencies among two or more sections of the Contract Documents, precedence is given in the following order:

- A. Notice to Contractors
- B. Special Provisions
- C. Project Drawings
- D. City of Roseville Standard Construction Specifications (Latest Editions)
- E. City of Roseville Design and Construction Standards and Amendments (Latest Editions)
- F. City of Roseville Parks Construction Standards (Latest Edition)
- G. 2015 Revised Standard Specifications
- H. 2015 Caltrans Standard Specifications
- I. 2015 State Revised Standard Plans
- J. 2015 State Standard Plans
- K. Supplemental Project Information

Addenda take precedence over all sections referenced therein. Figure dimensions on Drawings take precedence over scale dimensions. Detailed Drawings take precedence over general Drawings.

Replace section 5-1.05 with:

5-1.05 ORDER OF WORK

The first order of work shall be to place the order for long lead time materials and equipment including electrical materials that will be furnished by the Contractor for this project. The Contractor must place the order within 5 working days after the Project Award. Should the City have to supply the Contractor with material and/or equipment to do the work, the Contractor will be charged accordingly per agreed upon cost. The Contractor must furnish the Engineer with a statement from the equipment vendor(s) that the order for said equipment has been received and accepted by said vendor(s). Said statement must include an anticipated date of delivery of said equipment to the Contractor. Said statement must be furnished to the Engineer within 15 calendar days of the Project Award. Charging equipment must be completed by the end of the Contract. The Contractor must pay liquidated damages per the Special Provisions of this document if the installation of charging cannot be completed within the above time frame.

As a first order of work the Contractor must contact Underground Service Alert (U.S.A.) and to pothole utilities adjacent to the proposed improvements.

To avoid and minimize impacts on nesting special-status and non special-status migratory birds and raptors, the City will implement one or more of the following surveys and restrictions.

- If construction activities are scheduled to occur during the breeding season for special-status and non-special-status migratory birds and raptors (generally between March 1 and August 15), a qualified wildlife biologist (with knowledge of the species to be surveyed) must be retained to conduct the following focused nesting surveys prior to the start of construction and within the appropriate habitat.
- The nesting surveys should be conducted within 1 week prior to initiation of construction activities that will occur in suitable habitat between March 1 and August 15. If no active nests are detected during these surveys, then no additional mitigation is required.
- If surveys indicate that special-status or non-special-status migratory bird or raptor nests are found in the survey area identified above for each species, a no-disturbance buffer must be established around the site to avoid disturbance or destruction of the nest site until after the breeding season or after a qualified wildlife biologist determines the young have fledged (usually late June to mid-July). The extent of these buffers must be determined by the biologist (coordinating with DFG) and will depend on the level of noise or construction disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. These factors will be analyzed in order to make an appropriate decision on buffer distances. Suitable buffer distances may vary between species.

The Contractor must prepare a traffic control plan that conforms to Section 12, "Construction Area Traffic Control Devices," of the City of Roseville Construction Standards, the California MUTCD

and as described within these Special Provisions prior to construction of each location. The traffic control plan must include pedestrian plans.

The work must be performed in conformance with the phases of construction shown on the plans and on the Contractor's Traffic Control Plan. Non conflicting work in subsequent phases may proceed concurrently with work in preceding phases.

Full compensation for preparing a traffic control plan and implementing and maintaining traffic control for the duration of the project, is considered as included in the contract lump sum price paid for Traffic Control, and no additional compensation will be allowed therefor.

For each stage of construction, the Contractor is responsible for providing temporary drainage to ensure that there are no impacts to adjacent properties, the public or the traveled way, including preventing ponding and standing water within the project limits, and that all existing drainage pattern are maintained. It is the Contractor's responsibility to ensure temporary drainage is implemented and maintained throughout the duration of the project. Full compensation for providing temporary drainage, any temporary grading, temporary erosion control, temporary piping, temporary inlets, temporary connections and other appurtenances, is considered as included in the contract prices paid for the various items of work and no additional compensation will be allowed therefor.

Unless otherwise specified in these special provisions, full compensation for complying with the requirements of this section is considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

Attention is directed to "Water Pollution Control" of the State Standard Specifications and requirements specified in the West Placer County Stormwater Guidelines prior to performing work having potential to cause water pollution.

Attention is directed to "Progress Schedule" of these special provisions regarding the submittal of a general time-scaled logic diagram within 10 days after approval of the contract.

The Contractor must coordinate with the Roseville Galleria representatives, through the resident engineer, prior to disturbing the existing landscape and irrigation. The Contractor must field verify the locations of existing irrigation systems prior to construction activities. All new components and landscaping must be per the latest version of the Parks Standards. All adjacent systems must maintain automatic programmed watering schedules throughout the construction. The Contractor is responsible for repairing or replacing and adjusting any portions of the existing irrigation systems impacted during construction of the improvements of this Contract.

Time is of the essence on this contract, and the order of all other work must be such as to assure the completion of the project within the allotted working days as described herein while complying with the requirements set forth in the plans, specifications and contract document. Full compensation for conforming to these requirements will be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

Following the completion of the work, the Contractor must provide the City with a copy of the record as-built drawings.

Add to section 5-1.20A with:

Contractor must coordinate with Roseville Electric and City of Roseville Environmental Utilities Department who will be performing work on this project.

Add to section 5-1.20B with:

In addition to the requirements of Section 5-1.20B of the State Standard Specifications, the Contractor must obtain a business license from the City of Roseville prior to performing work.

The Contractor must comply with all permit conditions and requirements. If, for any reason, the permit time limits need to be extended, it is the Contractor's sole responsibility to request such extension(s) from the City and to pay any additional fees associated with the permit extension(s). Refer to sections elsewhere in these special provisions for more detail on permits.

No separate measurement or payment must be made for compliance with permit requirements, extensions or preparation and approval of Contractor's work plan and dewatering plan. The Contractor must include the costs associated with these items in the various bid items to which the Work relates.

Add to section 5-1.32 with:

Attention is directed to the provisions in Section 5-1.32, "Areas for Use" of the Standard Specifications and these special provisions.

The roadway right of way must be used only for purposes that are necessary to perform the required work. The Contractor must not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work. The Contractor must not park any vehicles along residential streets or roadways within the project limits.

City owned property, easements and right of way must be used only for purposes that are necessary to perform the required work. The Contractor must not occupy the property, easements, or right of way, or allow others to occupy these, for purposes which are not necessary to perform the required work.

The Contractor must remove equipment, materials, and rubbish from the work areas and other City-owned property which the Contractor occupies. The Contractor must leave the areas in a presentable condition in conformance with the provisions in Section 4-1.13, "Cleanup" of the State Standard Specifications.

The Contractor must secure, at the Contractor's own expense, any other areas required for plant sites, storage of equipment or materials or for other purposes, if sufficient area is not available to the Contractor within the contract limits.

Add to the end of section 5-1.32:

Personal vehicles of your employees must not be parked on the traveled way or shoulders, including sections closed to traffic.

Add between the 2nd and 3rd paragraphs of section 5-1.36C(3):

Relocation of utilities shown in the following table requires coordination with your activities. Make the necessary arrangements with the utility company through the Engineer and submit a schedule:

1. Verified by a representative of the utility company

2. Allowing at least the time shown for the utility owner to complete its work

Utility Relocation and Contractor-Arranged Time for the Relocation

Utility	Utility address	Location	Working days
Roseville Electric	On-site	Running through the project area	To be determined

Add to section 5-1.36D with:

The City of Roseville is a member of the Underground Service Alert (USA). The Contractor must notify USA 1-800-642-2444 at least 72 hours in advance of beginning work on the project. The Contractor is cautioned that there may be underground utility facilities within the work area including telephone, electrical, cable television, gas, water and sanitary sewer and storm drainage collection facilities.

Where possible conflicts may exist, the Contractor must verify the grade and location of existing underground utility prior to any work by careful hand digging.

It is recognized by the City and the Contractor that the locations of existing utilities as shown on the plans are approximate, their actual location is unknown. Recognition is given to the fact there may be additional existing utilities unknown to either party to the contract. Location of utilities, as shown on the drawings, represents the best information obtainable from utility maps and information furnished by the various agencies and companies involved. The City warrants neither the accuracy nor the extent of the actual utilities involved.

All existing utilities are to remain in service and operational during construction. The Contractor is responsible to coordinate all his/her activities with all utility companies for the installation of the utilities that are shown to be done by the respective utility owners. The Contractor must make necessary arrangements with the utility company through the Engineer and submit a schedule that is verified by a representative of the utility company and allowing at least the time shown for the utility owner to complete its work.

The Contractor must coordinate with City of Roseville Environmental Utilities Department regarding the work associated with the service connections and metering for the irrigation, fire and potable water.

Perform all operations necessary to excavate, expose, and verify the location of existing utility mains and laterals that may cross or be in conflict with the proposed facilities and at tie-in locations.

Notify Underground Service Alert (USA) at 1-800-642-2444 and all utility companies which have underground facilities within the limits of work 72 hours before beginning any excavation work.

Where a possible at-grade conflict with existing underground utilities appears on the plans, determine its location a minimum of 100 feet ahead of the work prior to trenching unless prior pothole information is shown. Grade and alignment changes must be made only if approved by the Engineer.

The horizontal and vertical locations shown for the existing underground utilities are approximate. It is the Contractor responsibility to locate all utility lines in the construction area prior to

excavation. Any damage to existing utility, structure, or service, whether or not indicated on the plans must be repaired at the Contractor's expense in a manner approved by the Engineer.

Submit a report for each pothole. The report must be typed and clearly drawn to show all necessary details, including:

1. Sketch showing the location, date, depth, conditions encountered, person in charge of potholing, and any other information requested by the Engineer
2. Utility and City Public Work person(s) notified

Do not proceed with excavation operations where underground utilities lie as shown on the plans or marked by USA until related potholing work has been completed to the satisfaction of the Engineer. Notify the Engineer of any potential conflicts with underground utilities.

Hand dig as necessary to protect existing utilities.

Notify the Engineer of conflicts in which there is less than two foot of separation between the existing and proposed utility.

In the event the Contractor discovers utilities not identified on the plans or by the utilities, the Contractor must immediately notify the Engineer and the utility owners by the most expeditious method reasonably available and later confirm in writing.

Full compensation for conforming to the requirements of this section, not otherwise provided for, is considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

5-1.26 CONSTRUCTION STAKING

The requirements specified in Section 5-1.26 of the State Standard Specifications are replaced as follows:

The Contractor is responsible to hire a licensed land surveyor to provide all surveys to control the lines, elevations and dimensions of the work in conformance with the plans. Any deviation from the lines, elevations and dimensions shown on the plans must receive prior approval from the Engineer. Where new construction connects to existing facilities, the Contractor must check and establish the exact location prior to construction of the facility.

All stakes or marks must be provided by the Contractor as necessary to establish the lines and grades required for the completion of the work specified in the State Standard Specifications, on the plans, and in these special provisions.

The Contractor is responsible for the accuracy of his/her own layout work and must be responsible and liable for the preservation of all established lines, grades and layout points. Stakes damaged or destroyed by the public or operations of the Contractor will be replaced at the Contractor's expense.

Full compensation for conforming to the requirements of this section, not otherwise provided for, is considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

AA

6 CONTROL OF MATERIALS

Add to section 6-1.03 of the RSS:

6-1.03B Submittals

6-1.03B(1) General

Not Used

6-1.03B(2) Work Plan

For local material, such as rock, gravel, earth, structure backfill, pervious backfill, imported borrow, and culvert bedding, obtained from a (1) noncommercial source, or (2) source not regulated under California jurisdiction, submit a local material plan for each material at least 60 days before placing the material. The local material plan must include:

1. Certification signed by you and an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

I am aware local material from a noncommercial source or a source not regulated under CA jurisdiction must be sampled and analyzed for pH and lead and may require sampling and analysis under section 6-1.03B(3) for other constituents of concern based on the land use history. I am aware that local material sources must not contain ADL at concentrations greater than 80 mg/kg total lead or equal to or greater than 5 mg/L soluble lead as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II. I am aware that a maximum quantity of material may be excavated at the site based on the minimum number of samples taken before excavating at the site under section 6-1.03B(3).

2. Land use history of the local material location and surrounding property
3. Sampling protocol
4. Number of samples per volume of local material
5. QA and QC requirements and procedures
6. Qualifications of sampling personnel
7. Stockpile history
8. Name and address of the analytical laboratory that will perform the chemical analyses
9. Analyses that will be performed for lead and pH
10. Other analyses that will be performed for possible hazardous constituents based on:
 - 10.1. Source property history
 - 10.2. Land use adjacent to source property
 - 10.3. Constituents of concern in the ground water basin where the job site is located

The plan must be sealed and signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State.

If the plan requires revisions, the Engineer provides comments. Submit a revised plan within 7 days of receiving comments. Allow 7 days for the review.

6-1.03B(3) Analytical Test Results

At least 15 days before placing local material, submit analytical test results for each local material obtained from a noncommercial source or a source not regulated under CA jurisdiction. The analytical test results must include:

1. Certification signed by an engineer who is registered as a civil engineer in the State or a professional geologist licensed as a professional geologist by the State stating:

The analytical testing described in the local material plan has been performed. I performed a statistical analysis of the test results using the US EPA's ProUCL software with the applicable 95 percent upper confidence limit. I certify that the material from the local material source is

suitable for unrestricted use at the job site, it has a pH above 5.0, does not contain soluble lead in concentrations equal to or greater than 5mg/l as determined by the Waste Extraction Test (WET) Procedures, 22 CA Code of Regs § 66261.24(a)(2) App II, does not contain lead in concentrations above 80 mg/kg total lead, is free from all other contaminants identified in the local material plan, and will comply with the job site's basin plan and water quality objectives of the RWQCB.

2. Chain of custody of samples
3. Analytical results no older than 1 year
4. Statistical analysis of the data using US EPA's ProUCL software with a 95 percent upper confidence limit
5. Comparison of sample results to hazardous waste concentration thresholds and the RWQCB's basin plan requirements and water quality objectives for the job site location

6-1.03B(4) Sample and Analysis

Sample and analyze local material from a (1) noncommercial source or (2) source not regulated under CA jurisdiction:

1. Before bringing the local material to the job site
2. As described in the local material plan
3. Under US EPA Test Methods for Evaluating Solid Waste, Physical/Chemical Methods (SW-846)

The sample collection must be designed to generate a data set representative of the entire volume of proposed local material.

Before excavating at the (1) noncommercial material source or (2) a source not regulated under CA jurisdiction, collect the minimum number of samples and perform the minimum number of analytical tests for the corresponding maximum volume of local material as shown in the following table:

Minimum Number of Samples and Analytical Tests for Local Material

Maximum volume of imported borrow (cu yd)	Minimum number of samples and analytical tests
< 5,000	8
5,000–10,000	12 for the first 5,000 cu yd plus 1 for each additional 1,000 cu yd or portion thereof
10,000–20,000	17 for the first 10,000 cu yd plus 1 for each additional 2,500 cu yd or portion thereof
20,000–40,000	21 for the first 20,000 cu yd plus 1 for each additional 5,000 cu yd or portion thereof
40,000–80,000	25 for the first 40,000 cu yd plus 1 for each additional 10,000 cu yd or portion thereof
> 80,000	29 for the first 80,000 cu yd plus 1 for each additional 20,000 cu yd or portion thereof

Do not collect composite samples or mix individual samples to form a composite sample.

Analyze the samples using the US EPA's ProUCL software with a 95 percent upper confidence limit. All chemical analysis must be performed by a laboratory certified by the SWRCB's Environmental Laboratory Accreditation Program (ELAP).

The analytical test results must demonstrate that the local material:

1. Is not a hazardous waste
2. Has a pH above 5.0
3. Has an average total lead concentration, based upon the 95 percent upper confidence limit, at or below 80 mg/kg
4. Is free of possible contaminants identified in the local material plan
5. Complies with the RWQCB's basin plan for the job site location
6. Complies with the RWQCB's water quality objectives for the job site location

6-1.03C Local Material Management

Do not place local material until authorized.

If the Engineer determines the appearance, odor, or texture of any delivered local material suggests possible contamination, sample and analyze the material. The sampling and analysis is change order work unless (1) hazardous waste is discovered or (2) the analytical test results indicate the material does not comply with section 6-1.03B(3).

Dispose of noncompliant local material at an appropriately permitted CA Class I, CA Class II or CA Class III facility. You are the generator of noncompliant local material.

AA

7 LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

7-1.03 PUBLIC CONVENIENCE

Attention is directed to Section 7-1.03, Public Convenience," of the State Standard Specifications.

At the Pre-Construction meeting, the Contractor must submit a Traffic Control Plan to the Engineer for review and acceptance. The Contractor will not be allowed to begin work until a traffic control plan has been accepted by the Engineer. A copy of the traffic control plan must be kept at the job site at all times.

The Contractor must coordinate with and notify the Police, Fire, Public Information, Environmental Utility Department, the Galleria mall, School and Public Transportation for the City of Roseville and Placer County Transit, ambulance services, and post office with-in 72 hrs of any roadway or lane closures.

Unless otherwise specified in these special provisions, full compensation for complying with the requirements of this section is considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

AA

8 PROSECUTION AND PROGRESS

Add to section 8-1.02 with:

Attention is directed to the provisions in Section 8-1.02, "Schedule" of the Standard Specifications and these special provisions.

In addition to Section 8-1.02, "Schedule," of the State Standard Specifications, the Contractor shall submit a draft progress schedule to the Engineer at the pre-construction meeting, final work progress schedule 10 days prior to work commencement of work, and within 5 working days of the Engineers written request at any other time. The progress schedule shall state the location of work with stationing, the anticipated begin and completion dates and the type of construction operation anticipated for the locations of work with stations. Work that exceeds the stated completion date shall be understood as being out of conformance with the progress schedule and these Special Provisions.

The progress schedule shall clearly show the sequence and interdependence of construction activities and shall list specifically activities for obtaining, delivering, installing and completing of each major piece of equipment, materials and other supplies.

The construction schedule shall:

- a) Be a calendar-time scaled network diagram.
- b) Include time for the Engineer to review submittals or inspect the work.
- c) Identify the activities, which constitute the controlling operation or critical path.

At the discretion of the Engineer, the Contractor shall attend a meeting one day per week for the duration of the project to discuss the project's schedule and construction issues with the City. Meetings will be held at a location to be determined at a later date by the City.

Once each month, or as deemed necessary by the Engineer, the Contractor shall submit a revised progress schedule and participate with the Engineer in a schedule review to update activity progress.

Strict conformance to the progress schedule shall be maintained and revisions to the progress schedule may be allowed only upon written approval by the Engineer.

Scheduling of change orders or extra work orders is the responsibility of the Contractor. The Contractor shall revise the schedule to incorporate all activities involved in completing the change orders or extra work order and submit it to the Engineer for review and approval. With the concurrence of the Engineer, change or extra work orders of a magnitude less than \$500 do not need to be scheduled, unless the order affects the project schedule or outside parties.

If the Engineer finds the Contractor is entitled to an extension of any completion date under the provisions of the contract the Engineer's determination of the total number of days extension will be based upon the current analysis of the schedule and upon data relevant to the extension.

The Contractor acknowledges and agrees that delays to non-critical activities (those with float) will not be the basis for a time extension. Non-critical activities are those activities which, when delayed, do not affect the contract completion date. All float time will jointly belong to the City and Contractor.

Payment for work under this section shall be deemed included in other contract items, and no additional compensation shall be allowed therefor.

Add to Section 8-1.03:

Attention is directed to the provisions in Section 8-1.03, "Time", and Section 8-1.10, "Liquidated Damages", of the State Standard Specifications and these Special Provisions. In addition to Section 8 of the State Standard Specifications, the following apply:

The Contractor must begin work within 15 calendar days after receiving the Notice to Proceed from the City of Roseville.

All **site work** must be completed within **80 working days** from the date of the Notice to Proceed.

All punch list items must be completed within the specified contract working days. The project will not be accepted until all punch list items are completed.

All conduits and improvements that are installed in advance of electrical equipment and improvements that have a long lead time, must be protected in place by plugging conduits,

eliminating areas where water may collect and corrode equipment, or other methods shown on the plans, to allow full use of these facilities once electrical equipment is delivered to the site.

Replace paragraphs of section 8-1.04B with:

The Contractor shall begin work within 15 days after receiving the "Notice to Proceed" letter executed by the Director of Public Works or authorized staff and shall thereafter diligently prosecute the work to completion.

Preconstruction Meeting – A preconstruction meeting shall be held between the Contractor and the Engineer for the purpose of discussing the scope of work, contract drawings, specifications, existing conditions, materials to be tested, equipment to be used, and all essential matters pertaining to the prosecution and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors and material suppliers.

Add to section 8-1.06 with:

In addition to the requirements specified in Section 8-1.06, "Suspensions", of the State Standard Specifications, the following shall apply:

Suspensions of Work Ordered by the Engineer – If the performance of all or any portion of the work is suspended or delayed by the Engineer in writing for an unreasonable period of time (not originally anticipated, customary, or inherent to the construction industry) and the Contractor believes that additional compensation or contract time is due as a result of such suspension or delay, the Contractor shall submit to the Engineer in writing a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons for such adjustment.

Upon receipt, the Engineer will evaluate the Contractor's request. If the Engineer agrees that the cost or time or cost and time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the Contractor, its suppliers, or subcontractors at any approved tier, and not caused by the weather, the Engineer will make an adjustment (excluding profit) and modify the contract in writing accordingly. The Engineer will notify the Contractor of this determination whether or not an adjustment is warranted. No contract adjustment will be allowed unless the Contractor has submitted the request for adjustment within the time prescribed.

No contract adjustment will be allowed under the provisions specified in this section to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any term or condition of this contract.

Any contract adjustment warranted due to suspension of work ordered by the Engineer will be made in the same manner as provided for right-of-way delays in Section 8-1.07 "Delays", of the State Standard Specifications.

This does not apply to delay associated with long lead time materials and equipment. Per Section 5-1.05, "Order of Work," of these special provisions, the Contractor is required to determine the time required for long lead time materials and equipment and accommodate this into the Contractor's bid pricing and working schedule.

Add to section 8-1.10 with:

The Contractor shall pay to the City of Roseville the sum of **\$5,200.00 per day**, for each and every calendar day's delay in finishing the work (including resident engineer and inspection time) in excess of the number of working days prescribed.

Any progress payment made after the completion date shall not be construed as a waiver of liquidated damages.

The Contractor must prepare a Progress Schedule that proposes to construct the improvements in the most efficient manner to cause the least disruption to pedestrian and vehicular traffic. The Progress Schedule will be reviewed by the Engineer to determine if the Contractor is proposing the most efficient manner for the improvements. The Progress Schedule will be revised until it meets the satisfaction of the Engineer related to causing the least disruption to pedestrian and vehicular traffic.

Full compensation for complying with the requirements of this section is considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

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9 PAYMENT

Add to section 9-1.02A with:

Payment for all work bid at a price per unit of measurement shall be based upon actual quantities of work as measured upon completion, unless otherwise noted. The City does not expressly or by implication agree that the actual amount of work or material of any class will correspond to the estimated quantities given in the proposal. The Contractor shall make no claim for anticipated profits, or loss of profit for damages, or for any extra payment whatsoever because of any difference between the amount of work actually done or material furnished and the estimated amount.

Replaced the 1st paragraph of section 9-1.16A with:

The Contractor shall submit all requests for progress payments using the forms included in Appendix C:

Form CC 1: Progress Payment Request - This form is to be completed and signed by the Contractor and attached as a cover sheet to each request for payment. This form will be mandatory on all contract payment requests.

Form CC2: Progress Payment Request (Detail) - This form may be used by the Contractor to provide the detail required to verify the payment quantities. (City will accept the Contractor's form if it provides the required information.)

Form CC3: Quantity Changes Verification Form - This form is required before any payment can be made based on actual quantities exceeding estimated quantities. At the conclusion of the project, the City will issue a "Balancing Change Order" incorporating all quantity increases and decreases in the contract item of work.

The Contractor shall submit Form CC4: Final Release Form. This form must accompany all requests for final payment. (See Appendix C).

[illegible]

DIVISION II GENERAL CONSTRUCTION

10 GENERAL

10-5 DUST CONTROL

Dust control measures must be implemented in accordance with the City of Roseville Grading Ordinance and the Air Pollution Control District (APCD) Fugitive Dust Rule 228.

Full compensation for complying with the requirements of this section is considered as included in the contract prices paid for the various items of work, and no additional compensation will be allowed therefor.

[illegible]

12 TEMPORARY TRAFFIC CONTROL

12-4 MAINTAINING TRAFFIC

Attention is directed to Section 12-4 of State Standard Specifications and these special provisions.

The Contractor is responsible for informing the City and users and operators within or immediately adjacent to the project area of the traffic conditions existing within the construction area at all times by placement of appropriate warning and advisory signs. The Contractor must provide and maintain all traffic control and safety items. The Contractor assumes sole and complete responsibility for job and site conditions during the course of construction, including safety of all persons and property. This requirement must apply continuously 24 hours/day and must not be limited to normal working hours.

The Contractor must plan operations, work and traffic control in such a manner that allows the Galleria and its users to remain fully functional.

Full compensation for complying with the requirements of this section is considered as included in the contract lump sum price paid for Traffic Control, and no additional compensation will be allowed therefor.

[illegible]

13-3 WATER POLLUTION CONTROL PROGRAM

Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in implementing the WPCP, preparing and submitting an stormwater annual report, conducting water pollution control training and monitoring, inspecting and correcting water pollution control practices at the job site, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer is considered as included in the lump sum price paid for Water Quality Compliance, and no additional compensation will be allowed therefor.

Job Site Management shall be paid for as a lump sum item. Payment for Job Site Management shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in job site management, as specified in Section 13-4 of the State Standard Specifications, these Technical Specifications and no additional compensation will be allowed.

AA

The Department anticipates nesting or attempted nesting by migratory and nongame birds from February 1 to September 30.

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Specifications, these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

Replace the 2nd, 3rd, and 4th paragraphs of section 19-2.03B with:

Dispose of surplus material. Ensure enough material is available to complete any improvements requiring fill before disposing of it.

Add to Section 19-7.04 Payment

Full compensation per cubic yard for Imported Borrow, shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in imported borrow, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

Biofiltration Areas

Biofiltration areas are to be constructed at the locations shown on the plans and will be measured by square foot from plan view.

The contract price paid per square foot for Biofiltration Area includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the biofiltration area including excavation, permeable materials, filter media, cobble rock mulch, grouted cobble rock, impermeable liner, as shown on the plans as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per linear foot for 6" Perforated PVC Pipe – Basin, includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the 6" perforated pipe within the infiltration basin areas, including excavation, as shown on the plans as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per each for Drop Inlet Type F, includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the drop inlet within the infiltration basin areas, as shown on the plans as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

The contract price paid per linear foot for Perforated Pipe Cleanout - Basin, includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the perforated pipe cleanout within the infiltration basin areas, including excavation, as shown on the plans as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

AA

20 LANDSCAPE

Add to Section 20-1 GENERAL

20-1.01A Summary

Perform landscaping work at the locations shown on the plans. See plans for reference to City standards

The requirements set forth in the General Conditions shall be in addition to the standards provided herein. The requirements set forth in the Supplemental Conditions shall be in addition to the standards provided herein.

During construction, protect the irrigation systems to remain in place. Cap, relocate, and modify irrigation system as necessary to provide a working system that completely irrigates the existing landscaping similar to pre-project conditions. Schedule and test the system in the presence of the Engineer and the property owner.

Modify Irrigation System shall be measured and paid for on a lump sum (LS) basis and shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals and for doing all the work involved in protecting the existing system in place and modifying the system to accommodate the proposed improvements, as specified in the State Standard Construction Specifications, these Technical Specifications and as directed by the Engineer and no additional compensation will be allowed therefor.

Sod shall be placed at the locations shown on the plans and as directed by the Engineer, In accordance with Section 20-3.01B(2)(c), "Sod" of the State Standard Specifications.

The payment quantity for bid items paid for by area is the area measured parallel to the ground surface except overlaps.

The contract price paid per square foot for Sod and Topsoil, includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and placing sod and topsoil, as shown on the plans as specified in the State Standard Specifications and these special provisions, and as directed by the Engineer.

AA

21 EROSION CONTROL

Topsoil shall comply with Section 21-2.02C(2) Local Topsoil of the State Standard Specifications.

Local topsoil must comply with the specifications for selected material in section 19 and consist of the excavated topsoil, including organic material and leaf litter, from the designated areas at the depth shown. Measurement and payment for topsoil is included in the measurement and payment for Sod in Section 20.

AA

DIVISION IV SUBBASES AND BASES

26 AGGREGATE BASES

The restriction that the amount of reclaimed material included in Class 2 aggregate base does not exceed 50 percent of the total volume of the aggregate used does not apply. Aggregate for Class 2 aggregate base may include reclaimed glass. Aggregate base incorporating reclaimed glass must not be placed at locations where surfacing will not be placed over the aggregate base.

Add to section 26-1.04 PAYMENT

Where aggregate base is paid for by volume, the payment quantity is determined from the dimensions shown on the plans.

Full compensation per cubic yard for Class 2 Aggregate Base, shall include full compensation for furnishing all the labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing aggregate base, as shown on the Plans, as specified in the State Standard Specifications, these Technical Specifications and as directed by the Engineer, and no additional compensation will be allowed therefor.

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DIVISION V SURFACINGS AND PAVEMENTS

39 ASPHALT CONCRETE

Add to section 39-2.01A with:

Asphalt concrete pavement shall be Hot Mix Asphalt (Type A) and conform to the applicable provisions in Section 71, "Streets" of the City of Roseville's Construction Standards and Section 39 of the State Standard Specifications.

Replace section 39-2.01C(3)(c) with:

39-2.01C(3)(c) Prime Coat

Apply a slow-setting asphaltic emulsion as a prime coat to AB areas designated by the Engineer and at a spread rate from 0.15 to 0.40 gal/sq yd. Do not apply more prime coat than can be absorbed completely by the AB in 24 hours.

You may modify the prime coat application rates if authorized.

Close areas receiving prime coat to traffic. Do not allow tracking the prime coat onto pavement surfaces beyond the job site.

Unless specified elsewhere, the minimum concrete compressive strength shall be 4,000 psi at 28-days.

Bar reinforcing steel must be constructed per the details shown on the plans, as recommended by the manufacturer, and per the standard plans for the element of work being supported.

The contract unit price paid per cubic yard for PCC pads includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in this item of work including all excavation and bar reinforcing steel, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The contract unit price paid per each for Footing (Pantograph Charger) includes full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all work involved in this item of work including all excavation and backfill, bar reinforcing steel and concrete, and allowance for conduits, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Coordinate anchor bolt dimensions and locations with Pantograph supplier.

Where footings and foundations are not listed in the bid items list or shown on the plans, such footings and foundations including, excavation, concrete, reinforcing steel and backfill is considered in the element of work being installed and no further payment is made therefor.

AA

65 CONCRETE PIPE

Reinforced concrete pipe shall be placed at the locations shown on the plans and in accordance with Section 65-2, "Reinforced Concrete Pipe", of the State Standard Specifications.

Payment for connecting a storm drain system to an existing drainage inlet and junction box is considered as included in the unit price paid for the connecting pipe, and no additional payment shall be made therefor.

The Contract unit price paid per linear foot for Reinforced Concrete Pipe of the Class and Size listed in the bid item list or shown on the plans, includes full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all the work involved in construction reinforced concrete pipe, as specified in the State Standard Specifications and these Contract Documents, and as directed in writing by the Engineer.

AA

DIVISION VIII MISCELLANEOUS CONSTRUCTION

73 CONCRETE CURBS AND SIDEWALKS

PCC Sidewalk includes the area shown as a pad for the e-lock bike lockers.

All newly placed concrete must be cured with a clear concrete curing compound (State Specification 8030-71D-06).

PCC (Curb & Gutter) and PCC (Sidewalk) must be constructed as shown on the plans and must conform to the City of Roseville Standard Plan ST-17 and ST -18.

PCC Sidewalk, PCC Curb and Gutter shall be measured and paid for per cubic yard.

Payment per cubic yard for PCC Sidewalk, PCC Curb and Gutter shall include full compensation for furnishing all the labor, materials, tools, equipment, incidentals and for doing all the work involved in constructing sidewalk, curb and gutter, and pads for bike lockers, as shown on the plans as specified in the State Standard Specifications and these Technical Specifications, and as directed by the Engineer and no additional compensation will be allowed.

Reinforcing steel for PCC Sidewalk, PCC Curb and Gutter of the various types and classes, shall not be paid for separately.

DIVISION IX TRAFFIC CONTROL DEVICES

82 SIGNS AND MARKERS

Bollards must be constructed by Contractor per City of Roseville Construction Standards. Bollards must consist of 6" Galvanized Steel Pipe and must conform to the details shown on City of Roseville Standard Detail ST-38A.

The Contract unit price paid for Bollard includes full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all the work involved in placing bollards, including excavation and concrete backfill, as shown on the Plans, as specified in the State Standard Specifications and the Contract Documents, and as directed in writing by the Engineer.

Roadside signs shall be placed at the locations shown on the plans and in accordance with Section 82-3, "Roadside Signs", of the State Standard Specifications.

The Contract unit price paid for Roadside Sign includes full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all the work involved in placing roadside signs, including excavation, backfill, furnishing sign panel and wooden posts, mounting brackets and appurtenances, as specified in the State Standard Specifications and these Contract Documents, and as directed in writing by the Engineer.

AA

83 RAILINGS AND BARRIERS

Per City of Roseville Construction Standards, sidewalk barricades shall conform to Construction Standard Details ST-32.

The Contract unit price paid for Sidewalk Barricade includes full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all the work involved in placing sidewalk barricade, including excavation and concrete backfill, as shown on the Plans, as specified in the

State Standard Specifications and the Contract Documents, and as directed in writing by the Engineer.

AA

84 MARKINGS

Curb adjacent to bus stops and turnouts shall be painted red in accordance with Section 84-2, "Traffic Stripes and Pavement Markings," of the State Standard Specifications.

The Contract lump sum price paid for Paint Red Curb includes full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all the work involved in painting red curb, as shown on the Plans, as specified in the State Standard Specifications and the Contract Documents, and as directed in writing by the Engineer.

[illegible]

DIVISION X ELECTRICAL WORK

86 GENERAL

See Electrical Specifications in Section 98 – Project Electrical Specifications.

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SECTION 26 01 00
GENERAL REQUIREMENTS OF ELECTRICAL WORK

PART 1 GENERAL

1.01 SUMMARY

- A. This Section describes the general requirements for the electric work. These requirements apply to all sections of Division 26.
- B. Provide electrical materials, equipment, services, rentals; labor and testing to complete the installation and testing of the electrical work specified in the Construction Documents.

1.02 GENERAL REQUIREMENTS

- A. No exposed conduit or surface raceway, except in Mechanical yard or equipment rooms, shall be permitted without written approval from the Owner.
- B. Multi-wire branch circuits shall not be permitted. Provide a dedicated neutral for all branch circuits requiring a neutral.
- C. Provide complete testing of all equipment and systems affected by the electrical work. A complete functional acceptance test shall be prepared and performed on all electrical systems and equipment to prove they perform as intended under all modes of operation. Contractor is responsible for preparing and conducting acceptance test procedures in accordance with this specification. Also, the testing will demonstrate the electrical system and equipment operation to the Owner. All labor, services, rentals, materials and testing equipment which is required shall be provided.
- E. Provide a UL label or evidence of UL listing for all electrical material, unless the material is of a type for which a label or listing service is not provided.

1.03 CODE COMPLIANCE

- A. Perform all work in accordance with following codes The latest edition or supplement or amendment thereto in effect at the time of submittal of bid shall be considered to be the issue in effect (unless shown otherwise) of all applicable laws, codes, and regulations including, but not limited to:
 - 1. California Electrical Code (CEC)
 - 2. California Building Code (CBC)
 - 3. California Fire Code (CFC)
 - 4. California Mechanical Code (CMC)
 - 5. California Plumbing Code (CPC)
 - 6. California Building Standards Administrative Code (CCR)
 - 7. California Green Building Standards Code
 - 8. California Energy Code
 - 9. All Applicable State and Local Codes and Regulations
- B. Where codes or standard specifications other than those listed in this paragraph are referred to in the different Divisions of these specifications, it is understood that they apply as fully as if cited here.
- C. Where differences exist between codes affecting this work, the code affording the greatest protection to the Owner shall govern.
- D. If the Contractor observes that these drawings and specifications are at variance with the codes, the Contractor shall notify the Project Manager in writing at once for resolution.

1.04 PERMITS, FEES AND INSPECTIONS

- A. Call for all local building department inspections.
- B. Obtain approvals from local building inspector prior to final observation by Owner.

City of Roseville
On-Route Bus Chargers

- A. Comply with the current applicable standards of the listed agencies for electrical materials and installation.
- B. Underwriters Laboratories, Inc. (UL): Provide a UL label or evidence of UL listing for all electrical material, unless the material is of a type for which a label or listing service is not provided.
- C. National Electrical Manufacturer's Association (NEMA).
- D. American National Standards Institute (ANSI).
- E. American Society for Testing Materials (ASTM).
- F. Insulated Power Cable Engineers Association.
- G. Certified Ballast Manufacturer's Association.
- H. Institute of Electrical and Electronic Engineers (IEEE).

1.06 SUBMITTALS

- A. Provide submittals for items specified in individual sections of Division 26.
- B. Provide submittals for items listed documenting compliance with specification requirements.
 - 1. Materials and Services
 - 2. Contractor prepared Tests and Commissioning Plans for Architect review and approval.
 - 3. Tests and Commissioning Results
 - 4. Shop drawings
 - 5. Operation and Maintenance Manual.
 - 6. Record Drawings.
 - 7. Other- Submittals required elsewhere in the Construction Documents.

1.07 MATERIALS

- A. Provide new material of the quality specified and satisfactory to the Owner.
 - 1. Provide major equipment which is the product of a manufacturer who has, for a period of not less than five years been in successful manufacture of similar equipment to that specified and who has a catalog covering ratings and specifications of proposed equipment.

1.08 SUBSTITUTIONS

- A. The first product, material, or equipment specified by brand or trade name and model number is the basis for the Project design and the use of any item other than the first named one may require modifications of that design. If Contractor use any other product, material, or equipment other than the first named one the Contractor shall, at its cost:
 - 1. Make all revisions and modifications to the design and construction of the Work necessitated by the use of the product, material or equipment.
 - 2. Be responsible for all costs of any changes resulting from the use of the product, material or equipment including without limitation, costs or changes which affect other parts of work or the work of separate contractors.
 - 3. Contractor shall submit within 70 days of bid award prepared specifications and drawings, prepared, stamped and signed by an appropriate licensed engineer, depicting all revisions to design and construction of the work necessitated by the substitution.

1.09 DRAWINGS AND SPECIFICATIONS

- A. Data given herein and on the plans are exact as could be secured, but their absolute accuracy is not guaranteed. Plans and specifications are for the assistance and guidance of the Contractor and exact locations, distances, levels and other data will be governed by the structures. The Contractor shall provide a layout plan of all electrical equipment showing actual dimensions and working clearances. The Contractor is responsible for ensuring that all electrical equipment will fit and no working clearances are exceeded.

- B. Clarification of plans and specifications for the purpose of facilitating construction, but not involving additional labor and materials, may be prepared during construction by the Contractor and reviewed by the Architect. Said revised plans and specifications shall become a part of the contract. The Contractor shall conform to the revised plans and specifications at no additional cost to the Owner.
- C. Layouts of equipment, accessories, and wiring systems are diagrammatic but follow these as closely as possible. Examine Architectural, Structural, and Mechanical and other drawings, noting all conditions that may affect this work. Report conflicting conditions to the Owner for adjustment before proceeding with the work. Should the Contractor proceed with work without so reporting the matter, they do so on their own responsibility and shall alter work if directed by the Owner at the Contractor's own expense.
- D. The right is reserved to make minor changes in locations of equipment and wiring systems shown, providing the change is ordered before conduit runs and/or work directly connected to same is installed and no extra materials are required.

1.10 UTILITY COORDINATION

- A. Coordinate with the electric utility company, the telephone company, and the cable television company whenever necessary, to determine service equipment requirements, conduit and backfill requirements, electric metering requirements and other requirements to provide complete utility services, adequate to supply the electrical, communication, and television system(s) indicated. Provide materials that are specified in Division 26 in addition to conforming to utility company requirements.
- B. Include in bid, all work required by the utility companies. All work required for utility services shall be in accord with contract documents, specifications, drawings and as required by the utility companies.
- C. Use extreme caution when digging to avoid buried electrical cables.
 - 1. Before digging, call:
(800) 642-2444

1.11 HOMERUNS AND MAXIMUM NUMBER OF CIRCUITS

- A. 120 VAC, 20 A circuit- Maximum of (9) #12 conductors in conduit (assume ambient temp for 120 Deg F, 90 Deg C wire). Homeruns may combine branch circuits by using a maximum of (20) # 10 conductors in 1.25" minimum diameter conduit.

1.12 CUT OVER

- A. Prepare, submit and implement the cut over procedure. Provide all necessary materials, equipment, services, and rentals (e.g., generators, UPS, ATS) for the cut over. No disruption in power or any interference with Operations is permitted without Owner's approval. Have cut over coordination meetings with all necessary participants (Owner, Architect, Engineers, Vendors, Contractor) at least 2 weeks before preparing the cut over procedure and before conducting the approved procedure. Additional meetings may be required (e.g., resolve start up issues).

1.13 SUPERVISION

- A. Provide adequate and competent supervision. Maintain complete control of the project execution and complete liability for the materials and work until the job is completed and accepted by the Owner.

1.14 MANUFACTURER'S INSTRUCTION

- A. Follow the manufacturer's instructions when specific installation or connection details are not indicated or specified.
- B. Notify the Architect of conflicts between the manufacturer's instructions and installation or connection details prior to the installation of materials.

1.15 WORKMANSHIP

- A. Firmly and permanently secure in place all electrical equipment to the structure so that it is level, plumb, and true with the structure and other equipment. Installation methods shall be as recommended by the National Electrical Contractors' Standard of Installation, except when methods specified or shown on the plans differ. The minimum installation standards shall be as required by the Codes.

1.16 PROTECTION

- A. Protect all equipment and materials required for the performance of this work from damage by the elements, vandalism, or work during construction.
 - 1. Do not subject the work and materials of other trades to damage during execution of the work in this division of the specifications.

1.17 COORDINATION WITH OTHER TRADES

- A. Coordinate with other trades and promptly transmit all information required by them. Coordinate the sequence of construction with other trades to ensure that all work proceeds with a minimum of interference and delay. Perform all work that requires relocation due to negligence or absence of regard for the work of other trades.

1.18 EXAMINATION OF SITE

- A. Examine the site prior to bid to determine existing site conditions that may affect the work. No allowance will be allowed for any extra work required due to a failure to recognize, or negligence to discover conditions prior to bid.

1.19 STRUCTURAL REQUIREMENTS

- A. Secure all anchors for electrical equipment in a manner that will not decrease the structural value of any structure to an unsafe level. Inform the Architect of any proposed modifications to the structure that involves cutting or patching of concrete, masonry, steel, or wood in the project.

1.20 IDENTIFICATION

- A. Install nameplates on electrical equipment including:
 - 1. Individual circuit breakers on switchboards, distribution panelboards and motor control centers.
 - 2. Motor starters.
 - 3. Pilot lights, selector switches, overload resets, timers and other pilot control devices.
 - 4. Panelboards, switchboards, motor control centers, transformers, control cabinets and other major equipment.
 - 5. Disconnect switches, time switches, contactors, relays and other miscellaneous equipment enclosures.
 - 6. Light switches for which the control functions are not evident.
 - 7. Provide labeling on receptacles and light switches which describe the source panel and circuit number. Use clear adhesive label with typed text. Example, "EH-3", that is panel "EH" circuit 3.
- B. Describe item, control function of sequence or operation on each nameplate, as applicable.

1.21 TESTS AND REPORTS

- A. The Contractor shall prepare and perform Acceptance Tests and visual and mechanical inspections and electrical tests on all affected electrical systems and equipment to prove they perform satisfactorily in all modes of operation. This is in addition to any other testing required by other specifications. Prepare Acceptance Test Procedures for all systems and submit to the Owner for review and approval. Submit at least two weeks before the planned testing.
- B. Perform routine insulation-resistance, continuity, equipment settings and rotation tests for all affected distribution and utilization equipment prior to and in addition to tests performed by the

testing firm specified herein. Prepare inspection and test reports for all equipment as specified herein and submit to the Owner for review and approval. Submit at least two weeks before the planned testing. Perform these inspections and test prior to or as part of system Acceptance Testing. Examples include:

1. Grounding systems, for resistance to earth. Provide additional grounding electrodes if main service or separately derived system ground resistance exceed 5 ohms.
2. Motor circuits with motor disconnected, for resistance to ground.
3. Control circuits for resistance to ground.
4. Lighting circuits, for resistance to ground.
5. Power feeders, for resistance to ground.
6. Switchboards, Motor Control Centers for resistance to ground.:
7. Main bus, power and control circuits, for resistance to ground.
 - a. Check connection; tighten if necessary.
 - b. Operation of each device.
 - c. Set relays and trip settings in accord with the reviewer's directions.
 - d. Check thermal overload heaters for size and reset operation.
8. Prior to energization of equipment, check the insulation resistance of listed circuits, with a 500-volt "Megger".
9. Set circuit protective devices to provide proper long-time, short-time and ground-fault tripping coordination
10. Coordinate phase rotation of all motors with installer to ensure proper direction of rotation. List motor data:
 - a. Item of equipment.
 - b. Nameplate data.
 - c. Overload heater catalog number and rating.

1.22 DEMONSTRATIONS

- A. After testing and final inspection, demonstrate operation of all affected systems and equipment to Owner.
- B. Arrange date of test with Owner.
- C. Advise the manufacturers' representative to be present when required.
- D. Instruct Owner's personnel in operation, adjustment and maintenance of equipment and systems, using the operation and maintenance data as the basis of instruction.

1.23 GUARANTEE

- A. Guarantee the electrical work against defects in work or materials for one year after filing of Notice of Completion.
- B. Undertake repairs within 24 hours after notice from the Owner.
- C. If the operation of the electrical system fails to conform to Division 26 requirements, approved submittals, or operation and maintenance manuals, the Owner may operate the electrical system without liability to Owner. Repair or replace defective or unsatisfactory equipment or systems.

1.24 QUALITY ASSURANCE

- A. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- B. Operational Test:
 1. Perform an operational test to assure that the electrical equipment installation complies with all requirements of the Specifications. Test shall be made in the presence of the Owner.
 2. If any part of the system fails the test, it must be corrected and the test repeated until it satisfactorily passes the test.

C. Training:

1. Provide manufacturer's system training necessary for the Owner's personnel. The scope of training should include training sequences available at the job site.
2. The number of persons attending the system training courses shall be determined by the Owner's Representative. The training at the job site shall be provided prior to system approval by the Owner's Representative.
3. System operating training shall be given by an experienced and competent manufacturer's representative competent with the electrical system.
4. Provide training per manufactures instruction.
5. Provide a minimum amount of training:
 - a. Bus charging equipment; 2 hours
 - b. Circuit breaker and multipoint metering; 2 hours

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 EQUIPMENT MOUNTING SEISMIC CRITERIA

- A. Brace or anchor all electrical equipment to resist a horizontal force acting in any direction using the criteria of Section 1613 and 1615, California Building Code, Title 24, Part 2.
- B. Simultaneous vertical force - use 1/3 by horizontal force.
- C. Where anchorage details are not shown on the drawings, the field installation shall be subject to the approval of the Architect.

END OF SECTION

SECTION 26 05 53
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Extent of electrical identification work is as outlined by this specification.
- B. Types of electrical identification work specified in this section include the following:
 - 1. Buried cable warnings.
 - 2. Electrical power, control and communication conductors.
 - 3. Operational instructions and warnings.
 - 4. Danger signs.
 - 5. Equipment/system identification signs.
- C. Submit complete schedule with the shop drawings listing all nameplates and information contained thereon.

1.02 RELATED REQUIREMENTS

- A. Section 26 01 00: General Requirements for Electrical Work.

1.03 QUALITY ASSURANCE

- A. California Electrical Code (CEC) Compliance: Comply with CEC as applicable to installation of identifying labels and markers for wiring and equipment.
- B. Underwriters Laboratories, Inc. (UL) Compliance: Comply with applicable requirements of UL Standard 969, "Marking and Labeling Systems", pertaining to electrical identification systems.
- C. American National Standards Institute (ANSI) Compliance: Comply with applicable requirements of ANSI Standard A13.1, "Scheme for the Identification of Piping Systems".
- D. National Electrical Manufacturer's Association (NEMA) Compliance: Comply with applicable requirements of NEMA Standard No's WC-1 and WC-2 pertaining to identification of power and control conductors.

1.04 SUBMITTALS

- A. Product Data: Submit manufacturer's data on electrical identification materials and products.
- B. Samples: Submit samples of each color, lettering style and other graphic representation required for each identification material or system.

PART 2 PRODUCTS

2.01 IDENTIFICATION REQUIREMENTS

- A. Identification for Equipment:
 - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
 - 2. Available Fault Current Documentation: Use identification label to identify the available fault current and date calculations were performed at locations requiring documentation by NFPA 70, including but not limited to the following.
 - a. Service equipment.
 - b. Industrial control panels.
 - c. Motor control centers.
 - d. Elevator control panels.
 - e. Industrial machinery.
 - f. Electric Vehicle Chargers (both Power Cabinet System and Pantograph).
- B. Identification for Conductors and Cables:
 - 1. Color Coding for Power Conductors 600 V and Less: Comply with Section 26 0519.
 - 2. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or

branch-circuit distribution equipment when premises has feeders or branch circuits served by more than one nominal voltage system.

2.02 WARNING SIGNS AND LABELS

- A. Comply with ANSI Z535.2 or ANSI Z535.4 as applicable.
- B. Warning Signs:
 - 1. Materials:
 - 2. Minimum Size: 7 by 10 inches (178 by 254 mm) unless otherwise indicated.
- C. Warning Labels:
 - 1. Materials: Use factory pre-printed or machine-printed self-adhesive polyester or self-adhesive vinyl labels; UV, chemical, water, heat, and abrasion resistant; produced using materials recognized to UL 969.
 - 2. Machine-Printed Labels: Use thermal transfer process printing machines and accessories recommended by label manufacturer.
 - 3. Minimum Size: 2 by 4 inches (51 mm by 102 mm) unless otherwise indicated.

2.03 ACCEPTABLE MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, provide electrical identification products of one of the following (for each type marker):
 - 1. Almetek,
 - 2. Brady, W.H. Company,
 - 3. Calipico Inc.,
 - 4. Cole-Flex Corporation,
 - 5. Direct Safety Company,
 - 6. George-Ingraham Corporation,
 - 7. Griffolyn Company,
 - 8. Ideal Industries, Inc.,
 - 9. LEM Products, Inc.,
 - 10. Markal Company,
 - 11. National Band and Tag Company,
 - 12. Panduit Corporation,
 - 13. Seton Name Plate Company,
 - 14. Tesa Corporation,
 - 15. Or equal.

2.04 ELECTRICAL IDENTIFICATION MATERIALS

- A. Except as otherwise indicated, provide manufacturer's standard products of categories and types required for each application. Where more than single type is specified for an application, provide single selection for each application.
- B. Color-Coded Plastic Tape:
 - 1. Provide manufacturer's standard self-adhesive vinyl tape not less than 3 mils thick by 1-1/2 inches wide.
 - a. Colors: Unless otherwise indicated or required by governing regulations, provide orange tape.
- C. Underground-Type Plastic Line Marker:
 - 1. Manufacturer's standard permanent, bright-colored, continuous-printed plastic tape, intended for direct-burial service; not less than 6 inches wide x 4 mils thick. Provide tape with printing which most accurately indicates type of service of buried cable.
- D. Cable/Conductor Identification Bands:
 - 1. Provide manufacturer's standard vinyl-cloth self-adhesive cable/conductor markers of wrap-around type, either pre-numbered plastic coated type, or write-on type with clear plastic self-adhesive cover flap; numbered to show circuit identification.
- E. Plasticized Tags:

1. Manufacturer's standard pre-printed or partially pre-printed accident-prevention and operational tags, of plasticized card stock with matte finish suitable for writing, approximately 3-1/4 x 5-5/8 inches, with brass grommets and wire fasteners, and with appropriate pre-printed wording including large-size primary wording, e.g., DANGER, CAUTION, DO NOT OPERATE.
- F. Self-Adhesive Plastic Signs:
 1. Provide manufacturer's standard, self-adhesive or pressure-sensitive, pre-printed, flexible vinyl signs for operational instructions or warnings; of sizes suitable for application areas and adequate for visibility, with proper wording for each application, e.g., 208V, EXHAUST FAN, RECTIFIER.
- G. Colors: Unless otherwise indicated, or required by governing regulations, provide white signs with black lettering.
- H. Baked Enamel Danger Signs:
 1. General: Provide manufacturer's standard DANGER signs of baked enamel finish on 20-gauge steel; of standard red, black and white graphics; 14 x 10 inches size except where 10 x 7 inches is the largest size which can be applied where needed, and except where larger size is needed for adequate vision; with recognized standard explanation wording, e.g., HIGH VOLTAGE, KEEP AWAY, BURIED CABLE, DO NOT TOUCH SWITCH.
- I. Engraved Plastic-Laminate Signs:
 1. Provide engraving stock melamine plastic laminate, complying with FS L-P-387, in sizes and thicknesses indicated, engraved with engraver's standard letter style of sizes and wording indicated, black face and white core plies (letter color) except as otherwise indicated, punched for mechanical fastening except where adhesive mounting is necessary because of substrate.
 2. Thickness: 1/8 inch, except as otherwise indicated.
 3. Fasteners: Self-tapping stainless steel screws, except contact-type permanent adhesive where screws cannot or should not penetrate substrate.

2.05 LETTERING AND GRAPHICS

- A. General: Coordinate names, abbreviations and other designations used in electrical identification work, with corresponding designations shown, specified or scheduled. Provide numbers, lettering and wording as indicated or, if not otherwise indicated, as recommended by manufacturer or as required for proper identification and operation/maintenance of electrical systems and equipment. Comply with ANSI A13.1 pertaining to minimum sizes for letters and numbers.

PART 3 EXECUTION

3.01 APPLICATION AND INSTALLATION

- A. General Installation Requirements:
 1. Install electrical identification products as indicated, in accordance with manufacturer's written instructions, and requirements of CEC and OSHA.
 2. Coordination: Where identification is to be applied to surfaces which require finish, install identification after completion of painting.
 3. Regulations: Comply with governing regulations and requests of governing authorities for identification of electrical work.
- B. Conduit Identification:
 1. Where electrical conduit is exposed in spaces with exposed mechanical piping, which is identified by color-coded method, apply color-coded identification on electrical conduit in manner similar to piping identification. Except as otherwise indicated use white as coded color for conduit.
- C. Box Identification:
 1. After completion, using an indelible wide tip marker, indicate on the cover of each junction and pull box the designation of the circuits contained therein, i.e., A-1, 3, 5. Use a black

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- marker for normal power circuits a red marker for critical circuits, an orange marker for life safety circuits, and a green marker for equipment circuits.
2. All junction and pull boxes for wiring systems above 600V shall be identified with high voltage warning labels installed every 20 linear feet in accordance with OSHA standards. All boxes shall also be painted red, see Section 09900 of the specifications.
 3. All junction and pull boxes for the fire alarm system shall be painted red. All raceway for the fire alarm system shall be labeled "Fire Alarm" in red letters on intervals not to exceed ten feet.
- D. Underground Cable Identification:
1. During back-filling/top-soiling of each exterior underground electrical, signal or communication conduits, install continuous underground-type plastic line marker, located directly over buried line at 6 to 8 inches below finished grade. Where multiple small lines are buried in a common trench and do not exceed an overall width of 16 inches, install a single line marker.
 2. Install line marker for every buried conduit.
- E. Cable/Conductor Identification:
1. Apply cable/conductor identification, including voltage, phase and feeder number, on each cable/conductor in each box/enclosure/cabinet where wires of more than one circuit or communication/signal system are present, except where another form of identification (such as color-coded conductors) is provided. Match identification with marking system used in panelboards, shop drawings, contract documents, and similar previously established identification for project's electrical work. Refer to Section 16100 - Basic Materials and Methods of these specifications for color coding requirements.
- F. Operational Identification and Warnings:
1. Wherever required by OSHA or directed by the Owner's Representative, to ensure safe and efficient operation and maintenance of electrical systems, including prevention of misuse of electrical facilities equipment by unauthorized personnel, install self-adhesive plastic signs or similar equivalent identification, instruction or warnings on switches, outlets and other controls, devices and covers of electrical enclosures. Where detailed instructions or explanations are needed, provide plasticized tags with clearly written messages adequate for intended purposed. Request a meeting with the Owner's Representative prior to substantial completion to coordinate warning requirements.
- G. Danger Signs:
1. In addition to installation of danger signs required by governing regulations and authorities, install appropriate danger signs at locations identified by the Owner's Representative as constituting similar dangers for persons in or about project. Request a meeting with the Owner's Representative prior to substantial completion to coordinate danger sign requirements.
 - a. High Voltage: Install danger signs wherever it is possible, under any circumstances, for persons to come into contact with electrical power of voltages higher than 110-120 volts.
 - b. Critical Switches/Controls: Install danger signs on switches and similar controls, regardless of whether concealed or locked up, where untimely or inadvertent operation (by anyone) could result in significant danger to persons, or damage to or loss of property.
- H. Equipment/System Identification:
1. Install engraved plastic-laminate sign on each major unit of electrical equipment in building; including central or master unit of each electrical system including communication/control/signal systems, unless unit is specified with its own self-explanatory identification or signal system. Except as otherwise indicated, provide single line of text, 1/2-inch-high lettering, on 1-1/2 inch high sign (2 inch high where 2 lines are required), white lettering in black field. Provide text matching terminology and numbering of the contract documents and shop drawings. Provide signs for each unit of the following categories of electrical work:

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- a. Electrical cabinets and enclosures.
 - b. Access panel/doors to electrical facilities.
 - c. Transformers.
 - d. Fire alarm control panel, battery cabinets, voice alarm system cabinets, and transponders.
 - e. Automatic transfer switches.
2. Install signs at locations indicated or, where not otherwise indicated, at location for best convenience of viewing without interference with operation and maintenance of equipment. Secure to substrate with fasteners, except use adhesive where fasteners should not or cannot penetrate substrate. Identification of flush mounted cabinets and panelboards shall be on the inside of the device.
3. Panelboards, individually mounted circuit breakers, and each breaker in the switchboards, secondary unit substations, and distribution panels shall be identified with an engraved plastic laminate sign. Plastic nameplates shall be multicolored laminated plastic with faceplate and core as scheduled. Lettering shall be engraved minimum 1/4 inch high letters.
- a. 480/277 volt normal power equipment shall be identified with white faceplate with green core.
 - b. 480/277 volt critical branch power equipment shall be identified with white faceplate with yellow core.
 - c. 480/277 volt life safety branch power equipment shall be identified with white faceplate with red core.
 - d. 480/277 volt equipment branch power equipment shall be identified with white faceplate with blue core.
 - e. 208/120 volt normal power equipment shall be identified with green faceplate with white core.
 - f. 208/120 volt critical branch power equipment shall be identified with yellow faceplate with white core.
 - g. 208/120 volt life safety branch power equipment shall be identified with red faceplate with white core.
 - h. 208/120 volt equipment branch power equipment shall be identified with blue faceplate with white core.
 - i. Equipment identification is to indicate the following:
 - 1) Equipment ID abbreviation.
 - 2) Voltage, phase, wires and frequency.
 - 3) Emergency or other system.
 - 4) Power source origination.
 - 5) Example:
 - (a) Panel GLSH1
 - (b) 480/277V, 3 phase, 4 wire
 - (c) Life Safety System
 - (d) Fed by GLSD1

END OF SECTION

SECTION 26 05 74
ARC FLASH STUDY

PART 1 GENERAL

1.01 SUMMARY

- A. The purpose of this study is to provide a complete arc flash program to protect individuals working on its premises from electrical arc flash hazards. These individuals may include any workers who inspect, maintain, or operate energized electrical equipment.

1.02 SCOPE

- A. Engage and pay for the services of a recognized independent Testing laboratory/Firm for the purpose of performing inspections and tests as herein specified.
- B. The Firm should be currently involved in high- and low-voltage power system evaluation. The study must be performed, stamped and signed by a registered professional engineer. Credentials of the individual(s) performing the study and background of the Firm must be submitted to the Engineer for approval prior to start of the work. A minimum of five (5) years' experience in power system analysis is required for the individual in charge of the project.
- C. The Firm performing the study should demonstrate capability and experience to provide assistance during start up as required.
- D. The Firm must provide all material, equipment, labor and technical supervision to perform such tests and inspections.
- E. It is the intent of these tests to assure that all electrical equipment, both Contractor and Owner-supplied, is operational within industry and manufacturer's tolerances and is installed in accordance with design specifications.

1.03 RELATED REQUIREMENTS

- A. Section 26 01 00: General Requirements for Electrical Work.

1.04 SAFETY AND PROCEDURAL REQUIREMENTS

- A. The Firm must provide proof (written documentation) that its employees working on the premises have been properly trained in the use and application of personal protective equipment (PPE) and the hazards of working on or near energized equipment.
- B. Safety practices that must be followed include, but are not limited to, the following:
 - 1. Occupational Safety and Health Act
 - 2. Accident Prevention Manual for Industrial Operations, National Safety Council
 - 3. Applicable state and local safety operating procedures
 - 4. Owner's safety practices
- C. Perform all work in accordance with the applicable codes and standards of the following agencies except as provided otherwise herein:
 - 1. International Electrical Testing Association – NETA ATS latest Edition: Acceptance Testing Specifications, and/or NETA MTS latest Edition: Maintenance Testing Specifications.
 - 2. National Fire Protection Association – NFPA
 - a. ANSI/NFPA 70: National Electrical Code (NEC)
 - b. ANSI/NFPA 70B: Recommended Practice for Electrical Equipment Maintenance
 - c. NFPA 70E: Electrical Safety Requirements for Employee Workplaces

1.05 DATA COLLECTION FOR THE STUDY

- A. The Contractor must provide the required data for preparation of the studies. The Firm performing the system studies must furnish the Contractor with a listing of the required data immediately after award of the contract.
- B. The Firm must provide an up to date electrical system single-line diagram as required by NFPA 70E, "Standard for Electrical Safety in the Workplace", as referenced in OSHA 29 CFR 1910

Subpart S, Appendix A. This information must include nameplate data for electrical components (e.g. transformers, medium voltage switchgear, panelboards, switchboards, motor control centers, etc.) for all portions of the electrical system from the utility intertie through the lowest rated panel.

- C. Utilize up to date Cable sizes, types and lengths between electrical equipment components and utility source data for an accurate single-line representation of the electrical system. Utilize unique characteristics of the equipment installation which may impact the magnitude of the potential hazard (e.g. open space versus enclosure). Verify over-current device settings.
- D. Data collection may require removal of barriers, opening of front panels, etc. while equipment is energized. The Firm must provide its own PPE protection with a minimum arc thermal performance rating (ATPV) of 40 calories/cm².

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 SYSTEM ANALYSIS

- A. Perform a comprehensive analysis of the facility's electrical system for all equipment 480 volt and higher and 240 volt served by a 125kVA or larger transformer based on the up to date single-line diagram provided from Part 1. Include the following:
 - 1. Short Circuit Study – Perform a short circuit analysis in accordance with ANSI standard C37 and IEEE standard 141 (Red Book) for each electrical component as defined in "Section A. "
 - 2. Coordination Study – Perform a coordination study in accordance with IEEE 242 "Buff" to determine the proper over-current device settings that will balance system reliability through selective coordination while minimizing the magnitude of an electrical arc flash hazard incident.
 - 3. Incident Energy Study – Perform an incident energy study in accordance with the IEEE 1584, "IEEE Guide for Performing Arc Flash Hazard Calculations" as referenced in NFPA 70E, "Standard for Electrical Safety in the Workplace", in order to quantify the hazard for selection of personal protective equipment (PPE). Tables that assume fault current levels and clearing time for proper PPE selection are not acceptable. Assist the Owner in selecting appropriate combinations of PPE prior to the final analysis and preparation of equipment labels.

3.02 DESIGN REVIEW

- A. Assist the Owner with system design adjustments to optimize the results of the study as it relates to safety and reliable electrical system operation (e.g. overcurrent device settings, working distances, current limiting devices). This includes mitigation, where possible, of incident energy levels that exceed 40 calories/cm². A qualified engineer with power systems design experience must provide this assistance.

3.03 STUDY REPORT

- A. Provide a comprehensive report that includes:
 - 1. Report summary with analysis methodology, findings and recommendations
 - 2. Summary of input data for utility source, equipment and cables
 - 3. Available fault current at each equipment location with comparison to equipment rating
 - 4. Overcurrent device settings (e.g. pick-up, time delay, curve), "as found" and "as recommended"
 - 5. Incident energy level (calories/cm²) for each equipment location and recommended PPE
 - 6. Overcurrent device coordination curves including related section of the single-line diagram
 - 7. Complete system single-line diagram for the system analyzed
- B. Labels
 - 1. Based on the results of the incident energy study, provide and install a warning label (orange <40 cal/cm²) or danger label (red > 40 cal/cm²) for each piece of equipment as specified in "Section A" in accordance with ANSI Z535.4. The label must be readable in

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both indoor and outdoor environments for at least 3 years and contain the following information:

2. Arc hazard boundary (inches)
3. Working distance (inches)
 - a. Arc flash incident energy at the working distance (calories/ cm²)
 - 1) PPE category and description including the glove rating
 - (a) Voltage rating of the equipment
 - (b) Limited approach distance (inches)
 - (c) Restricted approach distance (inches)
 - (d) Prohibited approach distance (inches)
 - (e) Equipment/bus name
 - (f) Date prepared
 - (g) Supplier name and address
- C. Equipment Verification/Operation
 1. The validity of the arc flash study and incident energy readings is in part based on proper setting of over-current device trip times and the proper operation of the over-current devices and breakers themselves. Verify proper operation of over-current devices and breakers at the request of the Owner using InterNational Electrical Testing Association (NETA) qualified technicians.
 2. The Firm must be capable of adjustment, maintenance, repair or replacement of over-current devices or breakers as required to support the performance of the electrical system in line with the expectations of the system study.
- D. Safety Training
 1. Provide the Owner with one day of arc flash safety training that contains the requirements referenced in OSHA 1910.269, OSHA 1910 Subpart S and NFPA 70E including:
 - a. Proper use of the system analysis data
 - b. Interpretation of hazard labels
 - c. Selection and utilization of personal protective equipment
 - d. Safe work practices and procedures
 2. Provide the Owner an outline of the one-day training course including training materials at time of quotation. The Owner at its discretion may require additional training customized to its specific needs. The Firm must be capable of developing and presenting customized training for approval as required.
 3. Provide a training certificate to record satisfactory completion by the Owner's employees for continuing education credits and re-licensing requirements. Satisfactory completion is defined as the student obtaining a minimum of 70% on the post training examination and the ability to work safely if a hands-on performance evaluation is provided.

3.04 SAFETY DOCUMENTATION/POLICY

- A. At the request of the Owner, integrate the results of the system study and design review into the safety manual in compliance with OSHA CFR 29 1910.333. Assist the Owner at its request to develop a safety policy with corresponding documentation and procedures including information gained in the system analysis. This includes electrical safety, procedures for mitigation of arc hazards, PPE selection based on specific equipment of the Owner, task and training requirements.

END OF SECTION

SECTION 26 22 00
LOW-VOLTAGE TRANSFORMERS

PART 1 GENERAL

1.01 SUMMARY

- A. Provide electrical materials, installation and testing for the project defined in Section 26 01 00.

1.02 REQUIREMENTS INCLUDED

- A. This section describes requirements for dry type transformer.

1.03 RELATED WORK

- A. General Requirements for Electrical Work.

1.04 REFERENCE STANDARDS

- A. The Underwriters Laboratory, Inc. (UL).
B. National Electrical Manufacturers Association (NEMA).

1.05 QUALIFICATIONS

- A. The equipment manufacturer shall be ISO 9000, 9001 or 9002 certified.
B. The manufacturer of this equipment shall have produced similar electrical equipment for a minimum period of five (5) years. When requested, an acceptable list of installations with similar equipment shall be provided demonstrating compliance with this requirement.
C. The transformers shall be suitable for and certified to meet all applicable seismic requirements of the International Building Code (IBC) for zone 4 application. Guidelines for the installation consistent with these requirements shall be provided by the transformer manufacturer and be based upon testing of representative equipment.
D. The test response spectrum shall be based upon a 5 percent minimum damping factor, IBC: a peak of 0.75g, and a ZPA (zero period acceleration) of 0.38g. The tests shall fully envelope this response spectrum for all equipment natural frequencies up to at least 35Hz.

1.06 SUBMITTALS

- A. Manufacturers Data:
1. Dimension drawing and weight.
2. Technical certification sheet.
3. Conduit entry/exit locations.
4. Transformer ratings including:
a. Primary and secondary kVA.
b. Voltage.
c. Taps.
d. Primary and secondary continuous current.
e. Basic Impulse level for equipment over 600-volts.
f. Impedance.
g. Insulation class and temperature rise.
h. Sound level.
B. Shop Drawings: Wiring and connection diagrams.
C. Output Settings Reports: Record of tap adjustments specified herein.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Temporary Heating: Apply temporary heat according to manufacturer's written instructions within the enclosure of each ventilated-type unit, throughout periods during which equipment is not energized and when transformer is not in a space that is continuously under normal control of temperature and humidity.

PART 2 PRODUCTS

2.01 ALL TRANSFORMERS

- A. Description: Factory-assembled, dry type transformers for 60 Hz operation designed and manufactured in accordance with NEMA ST 20 and listed and labeled by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.
- B. Unless noted otherwise, transformer ratings indicated are for continuous loading according to IEEE C57.96 under the following service conditions:
 - 1. Altitude: Less than 3,300 feet.
 - 2. Ambient Temperature: Not exceeding 86 degrees F average or 104 degrees F maximum measured during any 24 hour period.
- C. Core: High grade, non-aging silicon steel with high magnetic permeability and low hysteresis and eddy current losses. Keep magnetic flux densities substantially below saturation point, even at 10 percent primary overvoltage. Tightly clamp core laminations to prevent plate movement and maintain consistent pressure throughout core length.
- D. Impregnate core and coil assembly with non-hydroscopic thermo-setting varnish to effectively seal out moisture and other contaminants.
- E. Basic Impulse Level: 10 kV.
- F. Ground core and coil assembly to enclosure by means of a visible flexible copper grounding strap.
- G. Isolate core and coil from enclosure using vibration-absorbing mounts.
- H. Nameplate: Include transformer connection data, ratings, wiring diagrams, and overload capacity based on rated winding temperature rise.

2.02 DRY TYPE POWER TRANSFORMERS

- A. General: Provide dry type power transformers, for lighting and general power applications, rated as indicated.
- B. Transformers shall be designed for continuous operation at rated kVA, for 24 hours a day, yearly operation, with normal life expectancy as defined in American National Standards Institute (ANSI) C57.96.
- C. Shipping: Provide lifting holes, accessible without removal of any of the enclosure components.
- D. Insulation, as listed:

<u>Insulation Size</u>	<u>Temperature Class</u>	<u>Rating</u>	<u>Hot Spot Allowance</u>
2kVA & below	NEMA B or better	80 degrees C rise	30 degrees C
3kVA thru 15 kVA	NEMA F or better	115 degrees C rise	30 degrees C
15kVA and above	NEMA H	150 degrees C rise	30 degrees C

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- E. Base temperature rating and hot spot allowances in the above table on a 40 degrees C maximum ambient temperature and 30 degrees C average ambient temperature.
- F. Overload Capacity: 10 percent above full load rating continuously in an ambient not exceeding 40 degrees C.
- G. Case Temperature: Maintain no more than a 35 degrees C rise above a 40 degrees C ambient.

H. Taps, as listed:

<u>Transformer Rating</u>	<u>Phase</u>	<u>Taps</u>
I. Through 10kVA	Single	None
J. 15kVA thru 2kVA	Single	(2) 5 percent FCBN
K. 6kVA thru 15 kVA	Three	(2) 5 percent FCBN
L. 30kVA and larger	Single and Three	(2) 2-1/2 percent FCAN and (4) 2-1/2 percent FCBN where FCBN - Full Capacity Below Normal.

M. Sound levels, not to exceed listed values, as determined by NEMA standards:

<u>Size</u>	<u>Sound Level in dB</u>
Through 9kVA	40
10 through 50kVA	45
51 through 150kVA	50
151 through 300kVA	55
301 through 500kVA	60
501 through 700kVA	62
701 through 1000kVA	64

- N. Provide vibration isolating mounts to isolate the enclosure from the core and coil assembly.
- O. Mounting, suitable as listed:
 - 1. Single Phase Transformers: Wall
 - 2. Three Phase Transformers, through 15kVA: Wall.
 - 3. Three Phase Transformers, 15kVA and above: Floor or ceiling hung channel.
- P. Provide conduit knockouts for line and load conduit entrance.
- Q. Enclosure:
 - 1. Outdoor units rated 15kVA or above, provide suitable weather-shields over ventilation openings.
- R. Finish: Degrease, clean, phosphatize, prime and finish all interior and exterior surfaces with baked enamel, color ANSI 61 or standard factory grey.
- S. Connect a grounding strap from the secondary neutral to a grounding lug on the enclosure.
- T. Terminals: As specified in Section 26 01 00 - Basic Materials and Methods.
- U. Subject transformers 25kVA above to listed production test at factory:
 - 1. Applied potential: 4kVA.
 - 2. Induced potential: 2 times normal to 7200Hz.
 - 3. Voltage.
 - 4. Phase Relation.
 - 5. Continuity.

- V. Perform the listed standard tests on unit of identical design:
 - 1. No-load losses.
 - 2. Total losses.
 - 3. Sound levels.
 - 4. Temperature rise.
 - 5. Impulse.
 - 6. Impedance.
 - 7. Induced potential.
 - 8. Applied potential.
- W. Submit certified test reports for production and standard tests.
- X. Manufacture: Cutler Hammer, General Electric, Eaton.

PART 3 EXECUTION

3.01 DRY TYPE POWER TRANSFORMER

- A. Transformer integral to switchboard.
- B. Provide one (1) vibration isolating mount, minimum 1 inch thick with 1 inch static deflection, for each mounting point on the transformer.
- C. Connect transformer with flexible metal conduit. Provide an insulated grounding bushing on conduit and bond to transformer case.

3.02 CONNECTIONS

- A. Ground equipment according to 26 05 26 Grounding & Bonding.
- B. Connect wiring according to 26 05 19 LV Electrical Power Conductors and Cables.

3.03 ADJUSTING

- A. Record transformer secondary voltage at each unit for at least 48 hours of typical occupancy period. Adjust transformer taps to provide optimum voltage conditions at secondary terminals. Optimum is defined as not exceeding nameplate voltage plus 10 percent and not being lower than nameplate voltage minus 5 percent. Submit recording and tap settings as test results.
- B. Adjust buck-boost transformers to provide nameplate voltage of equipment being served, plus or minus 5 percent, at secondary terminals.
- C. Output Settings Report: Prepare a written report recording output voltages and tap settings.

END OF SECTION

**SECTION 26 24 13
SWITCHBOARDS**

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The General Conditions, Supplementary General Conditions, Special Conditions, and General Requirements apply to the work of this section.
- B. This section describes requirements for switchboards.

1.02 RELATED WORK

- A. General Requirements for Electrical Work.
- B. Power System Studies
- C. Arc Flash Studies

1.03 REFERENCE STANDARDS

- A. Referenced Standards:
 - 1. National Electrical Manufacturers Association (NEMA):
 - a. 250 – Enclosures for Electrical Equipment (1000 Volts Maximum).
 - b. PB 2 – Dead front Distribution Switchboards.
 - 2. Underwriters Laboratories, Inc. (UL):
 - a. 891 – Standard for Safety Dead-Front Switchboards.
 - 3. Comply with NFPA 70.
- B. Electrical Components, Devices, and Accessories: Listed and labeled in accordance with NFPA 70, by qualified electrical testing laboratory recognized by authorities having jurisdiction and marked for intended location and application.
- C. Verify the space required for the switchboard meets the space allocated per NFPA 70.

1.04 COORDINATION

- A. Coordinate layout and installation of switchboards with other construction components, including conduit, piping, equipment, and adjacent surfaces. Maintain required workspace clearances and required clearances for equipment access doors and panels.

1.05 ACTION SUBMITTALS

- A. Submit manufacturers' data and shop drawings in accordance with General Requirements.

- B. Product Data: For each type of switchboard.
 - 1. Overcurrent protective devices.
 - 2. Surge protection devices.
 - 3. Ground-fault protection devices.
 - 4. Accessories.
 - 5. Other components.
 - 6. Include dimensions and manufacturers' technical data on features, performance, electrical characteristics, ratings, accessories, and finishes.
- C. Shop Drawings: For each switchboard and related equipment.
 - 1. Include dimensioned plans, elevations, sections, and details, including required clearances and service space around equipment.
 - a. Plan drawings to indicate clearances between switchboards, adjacent surfaces, and other items. Comply with indicated minimum code and manufacturer required clearances.
 - 2. Include equipment weight and location of center-of-gravity for each section.
 - 3. Detail short-circuit current rating of switchboards and overcurrent protective devices.
 - 4. Conduit space locations within the assembly.
 - 5. Include time-current coordination curves for each type and rating of overcurrent protective device included in switchboards. Include selectable ranges for each type of overcurrent protective device.
 - a. Include manufacturer's trip unit diagram.
- D. Field Quality-Control Submittals:
 - 1. Field Quality-Control Reports:
 - a. Test procedures used.
 - b. Test results that comply with requirements.
 - c. Results of failed tests and corrective action taken to achieve test results that comply with requirements.

1.06 INFORMATION SUBMITTALS

- A. Manufacturers' Published Instructions: Record copy of official installation instructions issued to Installer by manufacturer for the following:
 - 1. Handling, storing, and providing temporary heat.
 - 2. Mounting accessories and anchoring devices.
 - 3. Testing and adjusting overcurrent protective devices.
- B. Sample warranties.

1.07 CLOSEOUT SUBMITTALS

- A. Warranty documentation.
- B. Operation and Maintenance Data: For switchboards and components to include in emergency, operation, and maintenance manuals. In addition to items specified in General Requirements, include the following:
 - 1. Routine maintenance requirements for switchboards and all installed components.
 - 2. Manufacturer's written instructions for testing and adjusting overcurrent protective devices.
 - 3. Time-current curves, including selectable ranges for each type of overcurrent protective device.

1.08 MAINTENANCE MATERIAL SUBMITTALS

- A. Special Tools: Furnish to Owner proprietary equipment, keys, and software required to operate, maintain, repair, adjust, or implement future changes to switchboards, that are packaged with protective covering for storage on-site and identified with labels describing contents.

1.09 DELIVERY, STORAGE, AND HANDLING

- A. Deliver switchboards in sections or lengths that can be moved past obstructions in delivery path.
- B. Handle and prepare switchboards for installation in accordance with NEMA PB 2.1.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- A. The following manufacturers are acceptable:
 - 1. Eaton.
 - 2. General Electric Company.
 - 3. Square D Company.
 - 4. Siemens.
 - 5. Or equal.
- B. Source Limitations: Obtain switchboards, overcurrent protective devices, components, and accessories from single source manufacturer.

2.02 SWITCHBOARD

A. Construction:

1. Enclosure: Rigid, dead-front, metal enclosed, free standing, bussed structures, bolted together. Provide removable, 12 gauge sheet steel, minimum, screw-on access plates at front, top and rear. Steel, NEMA 250.
 - a. Indoor enclosures to be NEMA 1.
 - b. Outdoor Enclosures to be Type NEMA 3R.
 - c. Enclosure Finish for Indoor Units: Factory applied finish in manufacturer's standard gray finish over a rust-inhibiting primer on treated metal surface.
2. Quality control: Provide each vertical section which is composed of UL listed devices with a UL Label. Provide switchboard which conforms to applicable NEMA standards. Test switchboard at factory before delivery.
3. Barriers: Between adjacent switchboard sections.
4. Service Entrance Rating: Switchboards intended for use as service entrance equipment to include one service disconnecting means with overcurrent protection, neutral bus with disconnecting link, grounding electrode conductor terminal, and main bonding jumper.
5. Utility Metering Compartment: Barrier compartment and section complying with utility company's requirements; sealable door; buses provisioned for mounting utility company's current transformers and potential transformers or potential taps as required by utility company. If separate vertical section is required for utility metering, match and align with basic switchboard. Provide service entrance label and necessary applicable service entrance features.
6. Future Expansion: Provide provisions in utility pull section to extend switchboard in opposite direction to accommodate a future meter.

B. SWITCHBOARD DESIGN CRITERIA

1. Front Connected, Front Accessible Switchboard: Panel mounted main device, panel mounted branches, and sections rear aligned.
2. Nominal System Voltage: As scheduled on Drawings.
3. Main Bus Continuous Ampere Rating: As scheduled on Drawings.
4. Seismic Requirements: Fabricate and test switchboards according to IEEE 344 to withstand seismic forces.
 - a. Basis for Certification: Indicate whether withstand certification is based on actual test of assembled components or on calculation. Shake-table testing shall comply with ICC-ES AC156.
 - 1) The term "withstand" means "the unit will remain in place without separation of any parts from the device when subjected to the seismic forces specified."

C. Bus Transition and Incoming Pull Sections: Matched and aligned with basic switchboard.

- D. Hinged Front Panels: Allow access to circuit breaker, metering, accessory, and blank compartment.
- E. Buses and Connections: Three phase, four wire, unless otherwise scheduled on Drawings.
 - 1. Phase- and Neutral-Bus Material: Hard-drawn copper of 98 percent conductivity with copper feeder circuit breaker line connections.
 - 2. Ground Bus: 1/4-by-2-inch- (6-by-50-mm-) minimum-size, hard drawn copper of 98 percent conductivity, equipped with pressure connectors for feeder and branch circuit ground conductors. For busway feeders, extend insulated equipment grounding cable to busway ground connection and support cable at intervals in vertical run. Install ground bus the full length of the switchboard assembly.
 - 3. Contact Surfaces of Buses: Silver plated.
 - 4. Main Phase Buses, Neutral Buses, and Equipment Ground Buses: Uniform capacity for entire length of switchboard's main and distribution sections. Provide for future extensions from both ends.
 - 5. Disconnect Links:
 - a. Isolate neutral bus from incoming neutral conductors.
 - b. Bond neutral bus to equipment-ground bus for switchboards utilized as service equipment or separately derived systems.
 - 6. Neutral Buses: 100 percent of the ampacity of phase buses, unless otherwise indicated, equipped with pressure connectors for outgoing circuit neutral cables. Bus extensions for busway feeder neutral bus are braced.
- F. Bus Bar Insulation: Factory applied, flame-retardant, tape wrapping of individual bus bars or flame-retardant, spray applied insulation. Minimum insulation temperature rating: 105 deg C.

2.03 OVERCURRENT PROTECTIVE DEVICES (OCPDS)

- A. Comply with requirements for types of OCPDs shown on Drawings. Provide indicated features, ratings, characteristics, and settings.
- B. Future Devices: Where provisions for future overcurrent protective devices or space is indicated, equip compartments with mounting brackets, supports, bus connections, and necessary appurtenances, designed for OCPD types and ampere ratings indicated for future installation of devices.
- C. Circuit Breakers: Provide molded case circuit breakers with interrupting capacity per drawings in frame sizes 100 through 800 amperes with thermal-magnetic trip units. Provide circuit breakers in frame sizes 1200 through 2000 amperes with electronic trip units that are insensitive to changes in ambient temperature within the circuit breaker's normal operating temperature range. Provide facility in 400 through 800 ampere frame circuit breakers for either thermal-magnetic or electronic interchangeable trip units. Provide circuit breakers with toggle-type handles which are trip-free and trip-indicating. All poles of multi-pole device shall operate

simultaneously during open, close and trip operations. Provide circuit breakers indicated with the following ratings:

Circuit Breaker Frame Size	Trip Rating Amperes	Voltage(AC Rating)	Symmetrical AC Interrupting Capacity
100/2	15 - 100	240	10,000 Min
100/3	15 - 100	240	10,000 Min
225/3	70 - 225	240	65,000 Min
250/3	70 - 250	240	65,000 Min
400/3	250 - 400	240	65,000 Min
600/3	300 - 600	240	65,000 Min
800/3	500 - 800	240	65,000 Min
1200/3	800 - 1200	240	65,000 Min
1600/3	1200 - 1600	240	65,000 Min
2000/3	1800 - 2000	240	65,000 Min

Circuit Breaker Frame Size	Trip Rating Amperes	Voltage (AC Rating)	Symmetrical AC Interrupting Capacity
100/2	15 - 100	480	18,000 Min
100/3	15 - 100	480	18,000 Min
225/3	70 - 225	480	35,000 Min
250/3	70 - 250	480	35,000 Min
400/3	250 - 400	480	35,000 Min
600/3	300 - 600	480	35,000 Min
800/3	500 - 800	480	50,000 Min
1200/3	800 - 1200	480	50,000 Min
1600/3	1200 - 1600	480	50,000 Min
2000/3	1800 - 2000	480	50,000 Min

D. Fusible Switches:

1. Enclosure: NEMA 1 general purpose suitable for switchboard mounting with pad-lockable doors.
2. Provide defeatable door interlocks that prevent the door from opening when the operating handle is "ON".
3. Fuse Provisions: Equip switches up to 600 amperes with Class R fuse rejection clips. Equip switches with tool Class L fuse clips.
4. Load Terminals: Equip switches with tool applied, compression type, tin plated aluminum connectors, tested to meet the requirements of UL 486B with wire barrels pre-filled with oxide inhibiting compound, and specifically designed as an equipment terminal, T & B "61122"series, Square D "Type VCEL".

- E. Padlocking Devices: Provide for all breakers and switches.
- F. Nameplates: Provide nameplates per Identification for Electrical Systems Section for all circuit breakers and manufacturers' nameplate indicating voltage and current rating, switchboard type and shop order number.

2.04 INSTRUMENTATION

- A. Multifunction Digital Metering Monitor: Microprocessor based unit suitable for three or four wire systems and with the following features:
 - 1. Switch selectable digital display of the following values with maximum accuracy tolerances as indicated:
 - a. Phase Currents, Each Phase: Plus or minus 1 percent.
 - b. Phase-to-Phase Voltages, Three Phase: Plus or minus 1 percent.
 - c. Phase-to-Neutral Voltages, Three Phase: Plus or minus 1 percent.
 - d. Megawatts: Plus or minus 2 percent.
 - e. Megavars: Plus or minus 2 percent.
 - f. Power Factor: Plus or minus 2 percent.
 - g. Frequency: Plus or minus 0.5 percent.
 - h. Megawatt Demand: Plus or minus 2 percent; demand interval programmable from 5 to 60 minutes.
 - i. Accumulated Energy, Megawatt Hours: Plus or minus 2 percent.
Accumulated values unaffected by power outages up to 72 hours.
 - 2. Mounting: Display and control unit flush or semiflush mounted in instrument compartment door.
 - 3. Communication Interface: ASHRAE 135 BACnet communication interface shall be provided for monitoring.
- B. Nameplates: Provide nameplates per Identification for Electrical Systems Section for all instrumentation.

PART 3 - EXECUTION

3.01 CLEANING

- A. Clean dirt and debris from switchboard enclosures and components according to manufacturer's instructions.
- B. Repair scratched or marred surfaces to match original factory finish.
- C. Examine elements and surfaces to receive switchboards for compliance with installation tolerances and other conditions affecting performance.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 SHIPPING:

1. Provide lifting eyes for handling switchboard.
2. Provide shipping splits, if required and main bus-splice plates for reconnection at job site.

3.03 PROTECTION

- A. Protect installed switchboards from subsequent construction operations.

3.04 INSTALLATION

- A. Protect switchboards from damage, abuse, dirt, and debris during construction. Keep equipment free from dirt, scratches, nicks, blisters, and other marks not part of the factory finish. Make touch-ups to the finish with factory enamel.
- B. Install switchboards and accessories according to NEMA PB 2.1 and NECA 40.
- C. Install switchboards on concrete bases.
1. Anchor switchboards to concrete bases according to manufacturer's written instructions, seismic codes at Project and per Drawings.
- D. Maintain minimum clearances and workspace at equipment according to manufacturer's written instructions and NFPA 70.
- E. Remove temporary lifting eyes, channels, brackets, and temporary blocking of moving parts from switchboard units and components.
- F. Coordinate all required conduit openings, blockouts, stub-ups, and conduit entrance requirements.
- G. Provide identification as specified in Division 26 Section "Identification for Electrical Systems."
- H. Operating Instructions: Frame and mount the printed basic operating instructions for switchboards, including control and key interlocking sequences and emergency procedures. Fabricate frame of finished wood or metal and cover instructions with clear acrylic plastic. Mount on end of the switchboards or as shown on Drawings.
- I. Install overcurrent protective devices, surge protective devices, and instrumentation.
1. Set field adjustable switches and circuit-breaker trip ranges.
- J. Neatly arrange wiring within the equipment. Bundle and wrap conductors #8 AWG and smaller with plastic wire ties.

3.05 GROUNDING

- A. Connections: As indicated. Tighten connections to comply with tightening torques specified in UL 486A and 486B.

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- B. Ground equipment to main electrical ground bus indicated. Provide minimum 5-ohm ground resistance at switchboard location.
- C. Install an insulated grounding bushing on conduits which enter the equipment.

3.06 DEMONSTRATION

- A. Engage a factory authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain switchboards, overcurrent protective devices, instrumentation, and accessories.

END OF SECTION

SECTION 26 24 16
PANELBOARDS

PART 1 GENERAL

1.01 SUMMARY

- A. This section describes requirements for branch circuit panelboards.

1.02 RELATED WORK

- A. Section 26 01 00: General Requirements for Electrical Work.

1.03 REFERENCE STANDARDS

- A. The Underwriters Laboratory, Inc. (UL).
- B. National Electrical Manufacturers Association (NEMA).

1.04 SUBMITTALS

- A. Manufacturers Data:
 - 1. Panelboards.
- B. Shop Drawings.
 - 1. Panelboards.

PART 2 PRODUCTS

2.01 PANELBOARDS - GENERAL REQUIREMENTS

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless otherwise indicated, provide products suitable for continuous operation under the following service conditions:
 - 1. Altitude: Less than 6,600 feet (2,000 m).
 - 2. Ambient Temperature:
 - a. Panelboards Containing Circuit Breakers: Between 23 degrees F (-5 degrees C) and 104 degrees F (40 degrees C).
 - b. Panelboards Containing Fusible Switches: Between -22 degrees F (-30 degrees C) and 104 degrees F (40 degrees C).
- C. Short Circuit Current Rating:
 - 1. Provide panelboards with listed short circuit current rating not less than the available fault current at the installed location as indicated on the drawings.
- D. Panelboards Used for Service Entrance: Listed and labeled as suitable for use as service equipment according to UL 869A.
- E. Mains: Configure for top or bottom incoming feed as indicated or as required for the installation.
- F. Branch Overcurrent Protective Devices: Replaceable without disturbing adjacent devices.
- G. Bussing: Sized in accordance with UL 67 temperature rise requirements.
 - 1. Provide solidly bonded equipment ground bus in each panelboard, with a suitable lug for each feeder and branch circuit equipment grounding conductor.
- H. Conductor Terminations: Suitable for use with the conductors to be installed.
- I. Enclosures: Comply with NEMA 250, and list and label as complying with UL 50 and UL 50E.
 - 1. Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
 - a. Indoor Clean, Dry Locations: Type 1.
 - b. Outdoor Locations: Type 3R.
 - 2. Boxes: Galvanized steel unless otherwise indicated.
 - a. Provide wiring gutters sized to accommodate the conductors to be installed.
 - 3. Fronts:

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- a. Fronts for Surface-Mounted Enclosures: Same dimensions as boxes.
- b. Fronts for Flush-Mounted Enclosures: Overlap boxes on all sides to conceal rough opening.
- c. Finish for Painted Steel Fronts: Manufacturer's standard grey unless otherwise indicated.
- 4. Lockable Doors: All locks keyed alike unless otherwise indicated.
- J. Future Provisions: Prepare all unused spaces for future installation of devices including bussing, connectors, mounting hardware and all other required provisions.

2.02 BRANCH CIRCUIT PANELBOARDS

- A. General: Provide bussed, circuit breaker or fusible switch type panelboards with main lugs or circuit breaker in flush or surface mounted enclosures as indicated.
- B. Construction:
 - 1. Cabinets: Code gauge steel cabinets, deadfront panels, and doors. Fasten deadfront panels to cabinets with concealed trim fasteners. Conceal front door hinges.
 - 2. Dimensions: 20 inches wide by 6 inches deep.
 - 3. Locks: Flush door locks, keyed alike for all panelboards.
 - 4. Access: Door-in-Door (Not EZ-Trim).
 - 5. Standards: Provide UL label where applicable and conform to No. 67 and 50 Underwriters Laboratories, Inc., and NEMA PB-1.
- C. Bussing:
 - 1. Phase Bus: Silver-plated copper, rated 1000 amperes per square inch cross sectional area maximum, braced for 100,000 rms amperes minimum.
 - 2. Neutral Bus: Copper with lugs for connection of neutral conductors.
 - 3. Ground Bus: Copper with terminals for equipment grounding conductors.
 - 4. Terminals: As specified in Section 26 05 19 - Building Wire and Cable.
- D. Finish: Degrease, clean, phosphatize, prime, and finish cabinets, deadfront panels, and doors with baked enamel, color ASA-61, or standard factory grey. Galvanized cabinets are acceptable for flush cabinets.
- E. Nameplates:
 - 1. Provide a nameplate identifying panelboard in accordance with 26 01 00 - General Requirements for Electrical Work.
 - 2. Provide a manufacturer's nameplate on the deadfront interior panel indicating panelboard type, voltage rating, current rating and manufacturer's name.
- F. Directory: Provide a directory card which fits into slots in the back of the panelboard. Protect directory with non-yellowing clear plastic.
- G. Manufacturer: Westinghouse (Pow-R-Line 2), General Electric, Square D.
- H. Circuit Breakers:
 - 1. Provide circuit breakers for miscellaneous branch circuits with frame sizes and ratings as shown on the plans.
 - 2. Bolt-on, thermal magnetic, molded case, with inverse time current overload, and instantaneous magnetic trips, trip-free and trip-indicating all poles of multi-pole device shall operate simultaneously during open, close and trip operations. Provide circuit breakers indicated with the following ratings:

Panel Type	Circuit Breaker Frame Size	Trip Rating (Amperes)	Voltage (Ac Rating)	Symmetrical AC Interrupting Capacity
1	100/1 pole	15-100	120	10,000 Min
	100/2 & 3 poles	15 – 100	240	10,000 Min
	150/2 & 3 poles	110 - 150	240	18,000 Min
	225/3 poles	125 - 225	240	22,000 Min

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Panel Type	Circuit Breaker Frame Size	Trip Rating (Amperes)	Voltage (Ac Rating)	Symmetrical AC Interrupting Capacity
2	100/1 pole	15-100	277	14,000 Min
	100/2 & 3 poles	15 – 100	480	14,000 Min
	150/2 & 3 poles	110 - 150	480	25,000 Min
	225/3 poles	125 - 225	480	25,000 Min

- I. Manufacturer: Eaton Cutler-Hammer (Pow-R-Line 2), General Electric, Square D.

PART 3 EXECUTION

3.01 BRANCH CIRCUIT PANELBOARDS

- A. Mount panelboard so that the top is 6 feet-6 inches above the finished floor.
- B. Neatly terminate conductors onto breaker, ground bus and neutral bus. Train conductors in an organized grouping with conductors fanning out at the circuit terminals, bundled in the wireways and laced with plastic ties.
- C. Identify all conductors with a circuit number and phase color.
- D. Type all panelboard directories.
- E. Provide a minimum of three (3) 3/4-inch empty conduits into accessible ceiling space.
- F. Provide insulated grounding bushings on all conduits which enter the cabinet and bond to ground bus.
- G. Install conduits in a vertical line, perpendicular to the cabinet.

END OF SECTION

SECTION 26 26 53.1
ELECTRICAL VEHICLE CHARGING STATIONS - BUS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electric bus charging stations, including the following:
 - 1. Technical specifications for electric bus charger.
 - 2. Vehicle-to-charging system interface.
 - 3. User interfaces.
 - 4. Remote monitoring and communication.
 - 5. Service maintenance.

1.02 RELATED SECTIONS

- A. Section 26 01 00 General Requirements of Electrical Work.

1.03 SUBMITTALS

- A. Submit under provisions of Division 1.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation methods.
- C. Shop Drawings: Indicate area layout, equipment locations, details of assembly, and anchorage.
- D. Operation and Maintenance Data: For entire system.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: The charging system will become a vital component of the Owners transport system for the coming 10-20 years. Therefore, charging manufacturers should exhibit:
 - 1. Financial stability to ensure support during the lifetime of the product
 - 2. A proven track record in delivering and servicing large infrastructure products/ projects
 - 3. A strong capability to adapt to changes in the fast-emerging industry of electric vehicle charging
 - 4. A long-term commitment to electric vehicle charging on a global level. Global developments will have an impact on local projects and local installed base.
 - 5. A fully developed service organization with six or more-year track record with referenced customers.
- B. Regulatory Requirements: Provide UL listed equipment and controls.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products as recommended by manufacturer until installation.

1.06 WARRANTY

- A. Warranty: Provide manufacturer's standard warranty.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Manufacturer and Model: ABB HVC450 or equal.

2.02 TECHNICAL SPECIFICATIONS FOR ELECTRIC BUS CHARGER

- A. Charging station is an SAE J3105-1 Inverted Pantograph style system with capability for mounting on an existing structure or a Manufacturer supplied charging pole mast arm. The unit complies with all J3105-1 standards and is capable of providing up to 600 A DC to the vehicle. Grid connection should be 480 VAC, three phase, 60 Hz. LED status indicators for troubleshooting. The charger is capable of converting AC power to DC power for direct DC transmission to vehicle in accordance with SAE J3105-1 Inverted Pantograph.
1. EVSE Units: ABB HVC450 PD
 2. Equipment: SAE J3105-1 Inverted Pantograph charger. Split system with power conversion equipment separate from near-vehicle charging pole.
 3. Input Voltage: 480 VAC (+/-10% minimum), three phase, 60 Hz power input per modular charger unit. Requires no more than single, dedicated, 250A breaker per charger unit.
 4. AC Power Connection shall be 500 MCM or smaller Power Factor: > 0.94
 5. Efficiency: > 0.93
 6. Total Harmonic Distortion: Charging system shall be compliant with IEEE 519 specifications
 7. Output Voltage Range: 200 – 850 VDC without derating charging power
 8. Dimensions (footprint): Power conversion module (enclosure) shall be compact, less than 48" x 32" (W x D) per 150 kW modular block
 9. Mechanical Impact Resistance: IK10
 10. Cooling Method: Forced air cooling (not liquid cooled)
 11. Safety Features:
 - a. Short Circuit Rating: Exceeds 60,000 amperes symmetrical
 - b. Surge Protection: In accordance with IEC 61643-1 and IEC 61643-11.
 - c. Ground Fault: Internal 20 mA CCID with auto re-closure (three attempts).
 12. Compliance:
 - a. Safety: UL2202, CSA C22.2 No. 107.1-16 , NEC Article 625, SAE J3105-1.
 - b. EMC: FCC Part 15, Class B, Canadian ICES-003.
 - c. UL & CSA compliance completed by independent testing laboratory prior to shipment. UL & CSA certificates will be made available by manufacturer.
 13. Environmental:
 - a. Operating Temperature: -31 to 122 F (-35 C to 50 C) ambient.
 - b. Operating Humidity: Up to 95% non-condensing.
 - c. NEMA Rating: 3R.

2.3 TECHNICAL SPECIFICATIONS FOR DISPENSING UNIT

- A. Dispensing unit is a separate unit from the charger that utilizes an SAE J3105-1 inverted pantograph connector. Unit shall be capable of mounting on an existing structure or a Manufacturer supplied charging pole mast arm.
1. EVSE Unit: ABB HVC 450 PD, or equal.
 2. Connector: Inverted Pantograph, 600A DC maximum output, 1000V DC rated. Each dispensing unit shall have one inverted pantograph.
 3. Charging Style: The system shall be capable of charging per the J3105-1 standard.
 4. Inputs from Charging Cabinet to Dispensing Unit:
 - a. DC+
 - b. DC-
 - c. Ground
 - d. Communications (fiber or ethernet)
 - e. Safety interlock
 - f. 480 VAC, 3-phase
 5. Dimensions: Dispensing unit shall be less than 210" x 45" x 32" (H x W x D)
 6. Weight: Dispensing unit shall have a weight less than 4,000 lbs.
 7. Ingress Protection: Dispensing unit shall be rated to IP54

8. Mechanical Impact Protection: Dispensing unit shall be rated to IK10
9. Temperature Range: -35C to 45 C
10. Dispensing unit shall have an integrated LED status light with the option to install an additional external LED status light. It should be possible to mount this light up to 10 meters away from the dispensing unit.
11. Dispensing unit should have an integrated emergency stop button with the option to install an additional external emergency stop button if needed. It should be possible to mount this button up to 10 meters away from the dispensing unit.
12. Dispensing unit shall be installable up to 150 meters from the charging cabinet
13. Dispensing unit shall not include a credit card or RFID reader

2.4 VEHICLE-TO-CHARGING SYSTEM INTERFACE

- A. Charging shall follow the J3105-1 standard.
- B. Charging equipment shall be able to have a configurable power limit set through an online portal.
- C. Connection method between charger and vehicle shall be compliant and interoperable with internationally recognized standards and recommended practices.
- D. The mating interface shall be an SAE J3105-1 Inverted Pantograph style connector.
- E. The mating interface shall be Stemman FB206
- F. The mating interface shall have a connector with DC+, DC-, ground, and control pilot for mating to the vehicle plug inlet.
- G. The charger shall communicate with the vehicle over Power Line Communication via the control pilot line.
- H. Inverted Pantograph style charging systems are described in and shall be compliant with the following standards:
 1. SAE J3105-1 Inverted Pantograph
 2. IEC 61851-23-1
 3. ISO/IEC 15118 Ed.2
- I. Charging system interoperability shall be demonstrable and confirmed before procurement. List reference projects with customer name, bus type and number of systems included.

2.5 USER INTERFACE

- A. The charging system user interface shall be designed so that it requires minimal interaction with the operator.
- B. User interface shall indicate charging system status via LED (ready to charge, performing handshake, charging, charging complete, error). Charging system will be capable of wiring an external LED beacon for flexibility in LED light placement

2.6 REMOTE MONITORING AND COMMUNICATION

- A. Charging system is capable of network connectivity via 3G or 4G modem and includes option for ethernet port for wired connection to external network switch
- B. Charging system is capable of remote monitoring for remote troubleshooting, charger fleet management, over-the-air software updates and data monitoring.
- C. Charging system communication in accordance with OCPP 1.6J, including Core & Smart Charging Profiles for advanced charger scheduling and management

2.7 SERVICE AND MAINTENANCE

- A. The charging manufacturer should provide service options including remote and onsite interventions by trained and certified technicians. Manufacturer should also have a proven, capable international service organization in place to provide 2nd or 3rd line support to local service organization.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine areas and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Examine roughing-in for EV charging equipment electrical conduit to verify actual locations of conduit connections before equipment installation.
- C. Examine walls, floors, and pavement for suitable conditions where EV charging equipment will be installed.
- D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 INSTALLATION

- A. Comply with NECA 1 and NECA 413.
- B. Concrete Base Mounting:
 - 1. Install EV charging equipment on existing concrete base.
 - a. Place and secure anchorage devices. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - b. Install anchor bolts to elevations required for proper attachment to supported equipment.
 - c. Secure EV charging equipment to concrete base according to manufacturer's written instructions.
- C. Comply with mounting and anchoring requirements specified by Owners Representative.
- D. Wiring Method: Install cables in existing raceways.
 - 1. Comply with requirements for raceways and boxes specified in Section 26 05 34 "Conduit for Electrical Systems" and Section 26 05 37 "Boxes for Electrical Systems"
- E. Wiring within Enclosures: Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's limitations on bending radii. Install lacing bars and distribution spools.
- F. Secure covers to enclosure.

3.03 CONNECTIONS

- A. Connect wiring according to Section 26 05 19 "Low-Voltage Electrical Power Conductors and Cables."
- B. Comply with grounding requirements in Section 26 05 26 "Grounding and Bonding for Electrical Systems."
- C. Comply with requirements for installation of conduit in Section 26 05 34 "Conduit for Electrical Systems." Drawings indicate general arrangement of conduit, fittings, and specialties.
- D. Tighten electrical connectors and terminals according to manufacturer's published torque tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

3.04 IDENTIFICATION

- A. Identify system components, wiring, cabling, and terminals.

3.05 FIELD QUALITY CONTROL

- A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect components, assemblies, and equipment installations, including connections.
- B. Perform tests and inspections with the assistance of a factory-authorized service representative.
- C. Tests and Inspections:

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1. For each unit of EV charging equipment, perform the following tests and inspections:
 - a. Unit self-test.
 - b. Operation test with EV.
 - c. Network communications test.
- D. EV charging equipment will be considered defective if it does not pass tests and inspections.
- E. Prepare test and inspection reports.

3.06 STARTUP SERVICE

- A. Engage a factory-authorized service representative to perform startup service.
 1. Complete installation and startup checks according to manufacturer's written instructions.

3.07 ONGOING MANAGEMENT SERVICES

- A. Engage a station manufacturer that offers a service to manage the administration and policies of the electric vehicle charging stations on an ongoing basis.

3.08 SOFTWARE AGREEMENT SERVICE

- A. Technical Support: Beginning at Substantial Completion, service agreement shall include software support for the duration of an active Network Service Plan.
- B. Upgrade Service: At Substantial Completion, remotely update software to latest version. Install and program software upgrades that become available while an active Network Service Plan is maintained. Upgrading software shall include operating system and new or revised licenses for using software.

3.09 DEMONSTRATION

- A. Train Owner's maintenance personnel to adjust, operate, and maintain EV charging equipment.

END OF SECTION

SECTION 26 27 26
WIRING DEVICES

PART 1 GENERAL

1.01 SUMMARY

- A. Provide electrical materials, installation and testing for the project improvements.

1.02 DESCRIPTION

- A. This section describes requirements for wiring devices and connections.

1.03 RELATED WORK

- A. Section 26 01 00: General Requirements for Electrical Work.
B. Section 26 05 26: Grounding.
C. Basis of design cubicle whip connections and floor box plates.

1.04 REFERENCE STANDARDS

- A. NECA 1 - Standard Practices for Good Workmanship in Electrical Contracting; National Electrical Contractors Association.
B. NEMA WD 1 - General Color Requirements for Wiring Devices; National Electrical Manufacturers Association.
C. NEMA WD 6 - Wiring Device -- Dimensional Requirements; National Electrical Manufacturers Association.
D. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.05 SUBMITTALS

- A. Submit manufacturers' data and shop drawings in accordance with Section 01 3000 - Administrative Requirements and Section 01 6000 - Product Requirements for items listed.
B. Provide submittals for items listed documenting compliance with specification requirements.
C. Product Data:
1. Electrical Materials: Manufacturer's current published catalog sheets.

PART 2 PRODUCTS

2.01 ALL WIRING DEVICES

- A. Provide products listed and classified by Underwriters Laboratories Inc. as suitable for the purpose specified and indicated.

2.02 WIRING DEVICES

- A. Provide UL listed wiring devices, white or color selected by Engineer, with voltage and current ratings specified and wire terminations designed to contain stranded conductors. Provide grounding type receptacles. Provide RED color for all wiring devices connected to the emergency power system.
B. Provide 120 volt single and duplex receptacles which meet Federal Specification W-C-596 as listed:

1. SPECIFICATION GRADE - COMMERCIAL (DESIGNER)

	HUBBELL	PASS & SEYMOUR	LEVITON
NEMA 5-20R single	#2161	#26342	#16351
NEMA 5-20R duplex	#2162	#26342	#16352

2. SPECIFICATION GRADE - COMMERCIAL

	HUBBELL	PASS & SEYMOUR	LEVITON
NEMA 5-20R single	#5361	#5361	#5361
NEMA 5-20R duplex	#5362	#5362	#5362
NEMA 5-20R duplex with isolated ground	#IG-5362	#IG-6300	#5362-IG
NEMA 5-20R duplex with GFCI	#GF-5362	#2091-S	#6599

3. STANDARD GRADE - COMMERCIAL

	HUBBELL	PASS & SEYMOUR	LEVITON
NEMA 5-20R single	#5351	#5358	#5351
NEMA 5-20R duplex	#5352	#3232	#5352

- C. Provide receptacles other than 120-volt single and duplex as indicated on drawings.
- D. Provide 20-amp AC quiet type switches which meet federal specification W-C596 with voltage ratings to suit branch circuit requirements indicated and as listed:

	HUBBELL	PASS & SEYMOUR	LEVITON
Single Pole	1221	20AC	1221
Double Pole	1222	5952	1222
Three Way	1223	20AC3	1223
Four Way	1224	5954	1224
SPST Momentary	1557	5935	1257

- E. Listed manufacturers establish a standard of quality. Substitutions will be considered in accordance with Section 26 01 00, General Requirements for Electrical Work.
- F. Key Switches: Equivalent to listed switches, activated with removable key.
- G. Switch with Pilot Light: Leviton #5226, Bryant #6405, G.E. #7945, or equal.
- H. Wall Plates: Type 302 stainless steel, satin finish, minimum 0.040-inch-thick, single or multiple gang.

PART 3 EXECUTION

3.01 WIRING DEVICES

- A. Connect wiring devices to circuits indicated using side or back wiring terminals, designed to contain stranded wire.
- B. Connect green grounding pigtail from receptacles to outlet box with screw.

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- C. Install wiring devices flush with the device plate fronts.
- D. Align plates plumb with wall, and cover opening, without use of "jumbo" plates.

END OF SECTION

SECTION 27 10 05
STRUCTURED CABLING FOR DATA

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Communications system design requirements.
- B. This section describes requirements for the installation of the communication cabling system and telecommunication outlets:
 - 1. Cabling and pathways connecting Electric Vehicle Power Charging Station (EVPCS) and Pantograph (PA).

1.2 RELATED REQUIREMENTS

- A. Section 26 01 00: General Requirements for Electrical Work.
- B. Section 26 05 19: Low-voltage Electrical Power Conductors and Cables
- C. Section 26 05 34: Conduit
- D. Section 26 05 37: Boxes
- E. Section 26 27 26: Wiring Devices

1.3 CODES AND STANDARDS

- A. Comply with the current applicable standards of the listed agencies for the telecommunication cabling system installation.
- B. American National Standards Institute (ANSI)/ Telecommunications Industry Association (TIA)/ Electronic Industries Alliance Standards:
 - 1. ANSI/TIA/EIA-526-14 Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant (latest).
 - 2. NSI/TIA/EIA-568-C: Commercial Building Telecommunications Wiring (latest).
 - 3. ANSI/TIA/EIA-569: Commercial Building Standard for Telecommunications Pathways and Spaces (latest).
 - 4. ANSI/TIA/EIA-598-C: Optical Fiber Cable Color Coding (latest).
 - 5. ANSI/TIA/EIA-606-B (latest): Administrations Infrastructure of Commercial Buildings
 - 6. ANSI/TIA/EIA-607: Commercial Building Grounding and Bonding Requirements for Telecommunications (latest).
 - 7. ANSI/TIA/EIA-758: Customer Owned Outside Plant Telecommunication Infrastructure Standard (latest).
- C. Building Industry Consulting Services International (BICSI) Telecommunications Distribution Methods Manual (latest).
- D. Americans with Disabilities Act (ADA)
- E. FCC Part 58.500.
- F. California Title 24 codes, including the California electrical Code (CEC), all federal, state, and local codes, regulations and standards
- G. Underwriters Laboratories (UL): Applicable listings and ratings.
- H. UC Davis Communications Cabling Standards (latest edition)
- I. As-Built record drawings

1.4 SUBMITTALS

- A. Procedure: Submit under provisions of Section 01 33 23 - Administrative Requirements and Section 01 60 00 - Product Requirements.

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- B. Product Data: Include data on features, ratings, and performance for each component specified. Catalog cut sheets shall be provided for the following:
 - 1. Wire, cable, cords and optical fiber
 - 2. Accessories
- C. Shop Drawings: Submit within 30 days of award of contract for the Owner review and approval. For this purpose, request from the University's Representative the AutoCAD backgrounds and electrical drawings. Provide 1 full size hardcopy drawing set and PDF soft copy.
- D. Testing Report
- E. All documentation required per TIA 606 B (latest)
- F. Product Certificates: For each type of cable, connector, and terminal equipment, signed by product manufacturer.
- G. As-Built Record Documentation.
- H. Manufacturer Seismic Qualification Certification
- I. Operation and Maintenance Data: For data communication cabling to include in emergency, operation, and maintenance manuals.
- J. Qualification Data: For Installer and testing agency. Certificates
 - 1. Contractor Certification: Installer must have C-7 California Contractor License. Submit evidence that the Contractor is certified by the manufacturers of the proposed communications cables. If different manufacturers will be used, provide certification for all manufacturers. Provide evidence of a minimum of 5 years of cabling installation type work.
 - 2. Foreman and Installer Certification: Submit evidence that the foreman overseeing the job and all cable installers working on the installation of the communications cabling are certified to install these cables by all of the manufacturers of the communications cables used.
 - 3. The lead onsite technician must have a BICSI Installer Certification and be a Certified Ortronics installer. Provide certification.
 - 4. The Project Manager must have a BICSI RCDD Certification.

1.5 COORDINATION

- A. Coordinate layout and installation of data communication cabling with Electric Vehicle Charger Vendor.

1.6 SCOPE OF WORK

- A. The work shall consist of the furnishing, installation, termination, testing and documentation of a complete and fully functional low-voltage cabling system for Electric Vehicle Chargers and Dispensers. The work shall be compliant with the above listed ANSI/TIA/EIA standards.
 - 1. Data Communications horizontal cabling distribution systems.
 - 2. Performance testing of all cables.
 - 3. Provide labeling
 - 4. Coordinate with the Electric Vehicle Charging Vendor and University's Representative.

1.7 COLOR CODING

- A. All communication cabling shall be color coded per the Owner's Standards. Verify colors with the University's Representative prior to purchase.
 - 1. Data.
 - 2. Fiber Optic- per TIA 598C.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Outside Plant UTP Copper Cable
 - 1. Filled core (waterproofing compound) cable shall be used for underground cable installations.

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- a. PE-39 refers to filled cable with solid polyolefin insulation and is suitable for conduit and direct buried applications. Cable shall meet ANSI ICEA 7CFR-1755-039 and 390 specifications.
 - b. PE-89 refers to filled cable with formed polyolefin insulation and is suitable for conduit and direct-buried applications. Cable shall meet ANSI ICEA 7CFR-1755-089 and 890 specifications.
 2. All outside plant cable shall be Plastic Insulated Conductors (PIC) and the cable jacket shall be marked with cable length, cable code, date and manufacturer.
 3. The minimum bend radius during installation is 10 times the outside diameter of the cable and 8 times the outside diameter after installation. Minimum bend radius shall be maintained during and after the installation phase.
 4. OPS copper shall have a loop left in each Manhole/pull box.
- B. Outside Plant Fiber Optic Cable
1. Loose Tube dry cable with water blocking technology cable by use of a water-swellable tape shall be used for underground installations. For outside plant applications, provide Corning Freedom® Loose tube fiber optic cable Single-mode (OS2) SMF-28® Ultra Fiber, or equal. Equipment shall be installed in accordance with the manufacturer's instructions.
 2. Minimum bend radius shall be maintained during and after the installation phase. The minimum bend radius during installation is 15 times the outside diameter of the cable and 10 times the outside diameter after installation.
 3. Buffer tube fan out kits shall be used per manufacturer's requirements.
 4. OPS fiber shall have a 50-foot service loop left in each Manhole and pull box. This slack shall be properly stored and lashed to the Manhole racks and shall not interfere with existing cables and splice closures.

Single-mode Cable Specifications	
Single-mode Fiber Optic Cable Description	Specification
Maximum Attenuation: (dB/km)	0.4 @ 1310nm
	0.3 @ 1550nm
Gigabit Ethernet Distance Guarantee: (meter)	5000 @ 1310nm
Temperatures: (Operation)	-40 to +70°C (-40 TO +158°F) All Dielectric
	-40 to +70°C (-40 TO +167°F) Armored
Maximum Tensile Load: Short Term	2700N (600 lbf)
Maximum Tensile Load: Long Term	890N (200 lbf) ALTOS® 810N (180 lbf) FREEDM®
Approvals and Listings	RUS 7 CFR 1755.900
Design and Test Criteria	ANSI/ICEA S-87-640 (ALTOS®), ANSI/ICEA S-104-696 (FREEDM®)
NEC Listing	Article 770
Manufacturer:	Corning Cable Systems® ALTOS®, FREEDM®, or equal.

- C. Labeling: Wrap-around self-laminating cable labels of various sizes for labeling cables.

PART 3 - EXECUTION

3.1 GENERAL

- A. Install, document and test per applicable TIA standards
- B. Perform all installation work in a neat, high quality manner using qualified craftspeople.
- C. General: Coordinate the features of materials and equipment so they form an integrated system. Match components and interconnections for optimum future performance.

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- D. Place cables with sufficient bending radius so as not to kink, shear, or damage jackets, binder or cables, including where cables are coiled for future use or slack. Do not exceed manufacturers' specified bending radii. Do not wrap cables around the feet of systems furniture.
- E. Do not pull tie wraps so tight as to kink or crimp the cable jackets.
- F. In no event shall any cables be spliced.
- G. Perform daily clean-up following all installations and terminations.

3.2 INSTALLATION

A. Labeling Scheme:

- 1. Provide machine labels on cables on both ends of the cables.
- 2. Label using an electronic label such as a Brother P-Touch.

B. Fiber Optics distribution:

1. Fiber Optic Cables

- a. Fiber Cable to be fusion spliced and pre-terminated with ultra-polished SC Single-mode fiber pigtails.
- b. Fiber to be tested bi-directionally with power meter and Optical Time Domain Reflectometer (OTDR). Test all horizontal single-mode FTTD cables for full compliance with TIA/EIA 568-C.1 and C.3 (including addenda).
- c. Field-testing instruments for single-mode fiber optic cabling shall meet the requirements of ANSI/TIA/EIA-526-7 using testing Method A and B. Reference TIA/EIA-568-C.3 for additional test requirements.
- d. Link Attenuation testing (power meter):
 - 1) All horizontal single-mode fiber optic cables shall be tested for link attenuation (i.e. power insertion loss) as referenced in TIA/EIA-568-C.1, Section 11.3 and/or per Table 12, which is ever more stringent. See Table 12 for proper fiber testing measures.
 - 2) All strands shall be tested in a bi-directional method at both wavelengths with a Power Source and Meter capable of recording and plotting data.
 - 3) TIA/EIA 568-C.1 and TIA/EIA 526-7 outlines the steps required to test single-mode fiber optic cable.
 - 4) Ensure that all connectors (on both sides of the mating sleeve) are clean prior to testing. Do not use canned air to clean the connectors or mating sleeves.
- e. Optical Time Domain Reflectometer (OTDR):
 - 1) Horizontal cables shall be tested bi-directional and at both wave lengths for dB loss and end-to-end total installed distance with an OTDR. Each trace shall indicate the cable length and 2-Point dB loss between the A and B test trace cursors. Test using a manufactured and terminated Corning MM/SM or equal, as appropriate, glass launch cable. OTDR traces shall use the Medium Smooth setting and readings taken in feet.
 - 2) Cables to be tested at the appropriate pulse width to accommodate short cable lengths (MM cable at maximum 5 ns/6.6 ft and SM maximum 20 ns/6.6 ft).

f. Maximum Loss Measurements for Installed Fiber Optic Cables

Mated Connector Loss:	0.5 dB per mated pair
Connector Loss:	0.5 dB per connector
Splice Loss: Fusion Multimode.	0.15 dB
Fusion Single-mode	0.06 dB
Mechanical	0.3 dB
Fiber loss: Multimode	3.5 dB/km @ 850 nm
	1.0 dB/km @ 1300 nm
Fiber loss: Single-mode	1.0 dB/km @ 1310 nm (Inside Plant Cable)
	0.75 dB/km @ 1550 nm (Inside Plant Cable)

- g. Adhere to all manufacturer installation guidelines and for cable allowable radiuses for pulling (20 times the diameter) and at rest (10 times the Diameter).
- h. Pulling tensions shall not exceed 600 lbs and/or those recommended by the fiber optic cable manufacturer.
- i. Manufacturer's minimum specified bend radius shall not be exceeded.
- j. In the event that cabling is totally dielectric (nonmetallic) and installed in a nonmetallic duct, a #14 copper wire shall be placed in the conduit with the cable to be used as tracer for cable locating purposes.

3.3 TESTING

- A. Test Result Documentation:
- B. Power meter fiber optic test results shall be provided by tester-generated documentation in hard copy (paper copy) and soft copy (CD electronic copy). Provide in manufacturer software format.
- C. OTDR fiber optic traces shall be provided in hard copy (paper copy) and soft copy (CD electronic copy) that is readable by Corning Cable Systems, GN Net Test or Fluke LinkWare software, or equal. Test results shall be organized by NAM# and closet in an orderly fashion.
- D. CD electronic copy shall have the latest version of software burned on it for viewing test results and a copy of the transmittal letter explaining any issues regarding the test results (skipped #'s, cause of failures, etc.).
- E. CD shall have a computer generated label with:
 - 1. Contractor's Name
 - 2. Date
 - 3. UC Davis Bldg name, CAAN and project number
 - 4. Contents (Fiber/copper Test Results, etc.)
- F. Test all horizontal cables and terminations to demonstrate that all cables meet or exceed all performance specifications designated by TIA/EIA 568-C Annex E. Tests must demonstrate full compliance with Category 6a specifications.
- G. Provide test results for all conductor pairs of all cables on a CD in an MS Excel worksheet format.
- H. Complete testing and labeling, with test results presented to the University's Representative no later than 3 weeks prior to completion.
- I. Test the basic link as defined by ANSI/TIA/EIA T568-A, and including the horizontal cable by performing end-to-end tests using a Level III certified tester to attain minimum limits for attenuation and NEXT accuracy of 1.0 and 1.6dB, respectively.
- J. Test horizontal cable to meet the following performance standards:

Parameter	Category 6A
Frequency Range	1-100 MHz
Attenuation	24.0 dB
NEXT	40.4 dB
Power Sum Next	38.4 dB
ACR	11.8 dB/100m
Power sum ACR	9.8 dB/100m
ELFEXT	17.4 dB
Power Sum ELFEXT	14.4dB
Return Loss	17.3 dB
Propagation Delay	536.3 MHz
Delay Skew	45 ns/100m
Insertion Loss	31 dB/100m
Return Loss	17.3dB
PSACRF	20.8 dB/100m
ACRF	23.8 dB/100m

- K. Remove and replace all cables failing to meet above indicated standards, with cables that prove, by testing, to meet the standards. The installation will not be accepted until testing indicates that all pairs in all cables meet the appropriate standards.
- L. Testing requirements for copper and fiber optic horizontal cables:
 - 1. Test and document each horizontal cable segment separately.
 - 2. Test each end-to-end cable link.
 - 3. Perform testing on all installed cabling systems.
 - 4. Provide all documented test results to the University's Representative for review and approval by Communication Resources.
 - 5. Prior to testing, all cables shall be installed, terminated, labeled and inspected.
 - 6. Notify the University's Representative 48 hours in advance and provide a testing schedule. The University's Representative has the right to verify the set-up and procedures of testing instruments and be present during cable certification.
 - 7. Provide calibration certifications for testing equipment to be used, prior to commencement of testing. All testers are to have been calibrated within the last year of testing.
 - 8. All tests conducted before approval shall not be accepted.
- M. Permanent link test all UTP horizontal station cables with a Level III or layer tester for full compliance with TIA/EIA 568-C.2, Category 6A specifications. Test using Cat 6A test cords, by same manufacturer as test equipment and save all graphs when testing. Contractor to test patch panels. Test results shall be provided for all conductors of each cable and shall meet University's design standards. Test reports to be provided in the tester manufacturer software format. CD electronic copy shall have the latest version of software burned on it for viewing test results and a copy of the transmittal letter explaining any issues regarding the test results (skipped numbers, cause of failures, etc.).

3.4 DOCUMENTATION

- A. Cable Records: Provide a database of cable records, both hard copy and on USB drive, using the Owner's approved format for input to the University's facilities management package.
 - 1. Project Documentation: Submit the following documentation immediately upon completion of testing and labeling of the system. They will be used by the University's Representative for making data equipment connections to the system:
 - a. Reproducible as-built drawings showing location, cable location numbers, conduit.
 - b. Test results.

3.5 CABLING

- A. All cabling shall be plenum CMP.
- B. All cabling shall be compliant with the latest ANSI/TIA/EIA 568 standard
- C. All cabling shall be color coded.
- D. All cabling (except fiber) shall be rated for power over Ethernet PoE.
- E. Splices are not permitted for horizontal cabling.
- F. Maximum lengths:
 - 1. Horizontal copper cabling- 295 feet.
 - 2. Fiber optic cable max supportable length varies depending on media and base. Max supportable lengths shall be per EIA/TIA 568 latest (e.g. TIA 568 C.0, Table 7)
- G. Minimum Bend Radius
 - 1. Copper: Per TIA 568-C.0 (latest), 4x diameter (no load)
 - 2. Fiber: Per Table 2 TIA 568-C.0 (latest) typically 10x diameter
- H. Conduit fill shall be not greater than 40%. The following are examples:
 - 1. 1-1/4" EMT: 7 Cat 6 cables maximum (Cat 6, 4pr, CMP, .236" OD)

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2. 1-1/4" EMT: 4 Cat 6a cables maximum (Cat 6a, 4pr, CMP,.300" OD)

END OF SECTION

TEXT OF AB 626

Assembly Bill No. 626

CHAPTER 810

An act to add and repeal Section 9204 of the Public Contract Code, relating to public contracts.

[Approved by Governor September 29, 2016. Filed with Secretary of State September 29, 2016.]

LEGISLATIVE COUNSEL'S DIGEST

AB 626, Chiu. Public contracts: claim resolution.

Existing law prescribes various requirements regarding the formation, content, and enforcement of state and local public contracts. Existing law applicable to state public contracts generally requires that the resolution of claims related to those contracts be subject to arbitration. Existing law applicable to local agency contracts prescribes a process for the resolution of claims related to those contracts of \$375,000 or less.

This bill would establish, for contracts entered into on or after January 1, 2017, a claim resolution process applicable to any claim by a contractor in connection with a public works project. The bill would define a claim as a separate demand by the contractor for one or more of the following: a time extension for relief from damages or penalties for delay, payment of money or damages arising from work done pursuant to the contract for a public work, or payment of an amount disputed by the public entity, as specified.

This bill would require a public entity, defined to exclude certain state entities, upon receipt of a claim sent by registered or certified mail, to review it and, within 45 days, provide a written statement identifying the disputed and undisputed portions of the claim. The bill would authorize the 45-day period to be extended by mutual agreement. The bill would require any payment due on an undisputed portion of the claim to be processed within 60 days, as specified. The bill would require that the claim be deemed rejected in its entirety if the public entity fails to issue the written statement.

This bill would authorize, if the claimant disputes the public entity's written response or if the public entity fails to respond to a claim within the time prescribed, the claimant to demand to meet and confer for settlement of the issues in dispute. The bill would require any disputed portion of the claim that remains in dispute after the meet and confer conference to be subject to nonbinding mediation, as specified. The bill would provide that unpaid claim amounts accrue interest at 7% per annum. The bill would prescribe a procedure by which a subcontractor or lower tier contractor may make a claim through the contractor.

This bill would require the text of these provisions, or a summary, to be set forth in the plans or specifications for any public work which may give rise to a claim. The bill would specify that a waiver of these rights is void and contrary to public policy, except as specified. The bill would also specify that it does not impose liability on a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

By increasing the duties of local agencies and officials, this bill would impose a state-mandated local program.

This bill would, on January 1, 2020, repeal the provision establishing the claim resolution process.

This bill would specify that these provisions constitute a matter of statewide concern.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 9204 is added to the Public Contract Code, to read:

9204. (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each

party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is

repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

SECTION 2.

The Legislature finds and declares that it is of statewide concern to require a charter city, charter county, or charter city and county to follow a prescribed claims resolution process to ensure there are uniform and equitable procurement practices.

SECTION 3.

If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

GEOTECHNICAL DESIGN REPORT

Project: Galleria On-Route Bus Charging Project

GDR

FINAL GEOTECHNICAL REPORT

Galleria On Route Bus Chargers Project Roseville, California

Prepared by:



Crawford & Associates, Inc.
1100 Corporate Way, Suite 230
Sacramento, CA 95831

March 20, 2023

Prepared for:



PSOMAS
1075 Creekside Ridge Drive, Suite 200
Roseville, CA 95678

March 20, 2023
Crawford File No. 22-818.1

Brain Wright, PE
PSOMAS
1075 Creekside Ridge Dr, Suite 200
Roseville, CA 95678

Subject: **FINAL GEOTECHNICAL REPORT**
Galleria On Route Bus Chargers Project
Roseville, California

Dear Mr. Wright,

Crawford & Associates, Inc (Crawford) presents this FINAL Geotechnical Report for the Galleria On Route Bus Chargers Project located in Roseville, California. Crawford prepared this report in accordance with our May 20, 2021 agreement.

This report defines the geotechnical conditions as evaluated from field and laboratory test data and used in the development of the geotechnical design. The purpose of this report provides recommendations for use in project design, specifications, and construction.

Thank you for the opportunity to be part of your design team. Please contact us if you have questions or require additional information.

Sincerely,

Crawford & Associates, Inc.,



Hailey Wagenman
Project Engineer

Reviewed by,



Shawn Leyva, PE
Principal



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APPENDIX I

- Figure 1: Vicinity Map
Figure 2: Exploration Location Map
Figure 3: Geologic Map
Figure 4: Fault Map

APPENDIX II

DCP Logs

APPENDIX III

Laboratory Test Results

1 INTRODUCTION

1.1 PURPOSE

Crawford & Associates, Inc (Crawford) presents this **Final Geotechnical Report** for the Galleria On Route Bus Chargers Project located in Roseville, California. Crawford prepared this report in accordance with our May 20, 2021 agreement. The purpose of this report is to identify subsurface geotechnical and material conditions, provide analyses of anticipated site conditions as they pertain to the project described herein, and to recommend design and construction criteria for the project.

This report is intended to assist design and construction, the design team, and the City of Roseville. This report contains our findings and geotechnical recommendations developed exclusively for this project.

1.2 SCOPE OF SERVICES

To prepare this report, Crawford:

- Discussed the project with the design team;
- Reviewed published geologic, soils, and ground water mapping near to the site;
- Reviewed previous Geotechnical Reports completed near the project vicinity:
 - *April 5, 1990 Anderson Geotechnical Consultants, Inc. "Pavement Design" Report 308-173.* Located along Roseville Parkway between Washington Blvd and Galleria Blvd, and along Pleasant Grove Blvd between Washington Blvd and Hwy 65.
 - *January 22, 1998 Anderson Consulting Group "Geotechnical Report – Roseville Mall" Report 308-312.* Located in the Galleria Mall Shopping Center.
- Reviewed the Site Map CAD file completed by PSOMAS; provided via email September 12, 2022;
- Reviewed the "Galleria Bus Rapid Charging Station Layout Exhibit," by PSOMAS, dated July 25, 2022;
- Completed 5 hand auger borings to a maximum depth of approximately 2 feet below ground surface (bgs);
- Completed 5 Dynamic Cone Penetration (DCP) borings to a maximum depth of approximately 3.2 feet bgs;
- Performed laboratory testing on selected soil samples recovered from the borings; and
- Performed geotechnical engineering calculations and analysis to develop our recommendations.

2 PROJECT DESCRIPTION

We understand the Galleria On Route Bus Chargers Project consists of the addition of three new 500 kWh on-route overhead chargers at the existing bus stops on Galleria Circle as part of the South Placer Express Project. It is anticipated that the project area will be built on 2-4 feet of fill in order to match the surrounding grade. Other improvements include new curb, gutters and sidewalks, charging equipment pads, and replacing the existing electric vault. The 16 feet tall overhead charging stations are planned to be founded on Cast-In-Drill-Holed Pile to

accommodate lateral loading and the charging equipment to be founded on concrete mat or shallow foundation. The project location is shown on our Vicinity Map.

3 SUBSURFACE EXPLORATION

Crawford logged and sampled five hand augers to a maximum depth of 2 feet (refusal) in the proposed bus stop charger area. In addition, we completed a total of five Wildcat DCP explorations to a maximum depth of 3.2 feet (refusal). The locations of our hand auger and DCP's explorations are shown on the attached Figure 2. The soils obtained from our hand auger explorations were logged and bulk samples of the soil collected. Oscar Rincon and Zack Zamora were the field engineers and loggers for the explorations.

4 GEOTECHNICAL CONDITIONS

4.1 GEOLOGY

The site is located along the eastern side of the Great Valley Geomorphic Province, near the margin with the Sierra Nevada foothills. The Great Valley province is bounded by the Sierra Nevada to the east, the Coast Ranges to the west, the Klamath Mountains and Cascade Range to the north. The Great Valley is a broad, elongated, northwest trending, structural trough that has been filled with a thick sequence of sediments. The relatively flat surface of the Great Valley is underlain by alluvial, lacustrine, and marine sedimentary deposits that have accumulated as a structural trough formed as the adjacent mountain ranges were elevated. The thickness of the sediments varies from a thin veneer along the valley margins to thousands of feet at the axis of the trough.

Published geologic mapping¹ from 2011 shows the project site underlain by the Quaternary aged Turlock Lake Formation (Qtl) which is described as consisting of sands, silts and cobbles. East of the project site is mapped as the Mehrten Formation consisting of Mudflow breccia (MPmb) and Cobble conglomerate (MPmc). We interpret the alluvial material at the site to be underlain by the Meherten Formation.

4.2 SUBSURFACE SOILS

In general, the subsurface soils within the project area consist of clayey/silt sand with varying amount of gravel in the upper 2 feet bgs. Groundwater was not encountered in any of our excavations. All Hand augers ended at auger refusal. We provide a detailed description of each hand auger in Table 1.

¹Carlos I. Gutierrez; Preliminary Geologic Map of the Sacramento 30'x60' Quadrangle, California; 1:100,000; State of California, 2011.

Table 1: Hand Auger Soil Classifications

Sample	Surface Elevation ¹ (ft)	Depth (ft)	Soil Classification/USCS ²
HA1	200.5	2	CLAYEY SAND (SC); dark brown; moist; mostly medium to fine SAND; little low plastic fines. Plasticity Index = 15.
HA2	200.9	1	CLAYEY SAND (SC); brown; moist; mostly medium to fine SAND; some low plastic fines; trace. Plasticity Index = 15.
HA3	201.7	1.2	Poorly-graded SAND (SP); dark brown; moist; mostly medium to fine SAND; trace nonplastic fines; trace GRAVEL.
HA4	202.0	1.4	SILTY SAND (SM); dark brown; moist; mostly medium to fine SAND; little nonplastic fines; trace GRAVEL.
HA5	202.8	0.8	SILTY SAND (SM); dark brown; moist; mostly medium to fine SAND; little nonplastic fines; trace GRAVEL.

¹Topography data provided by PSOMAS.

²Materials encountered are being interpreted as Mehrten.

DCP explorations are a way to measure the soil strength/consistency by means of counting hammer blows, applied to a cylindrical rod, required to penetrate through a measured soil depth below ground surface. Our DCP explorations generally show medium dense to very dense/very stiff to hard material in the upper 3 feet below ground surface. Our DCP explorations were terminated at 1 feet to 3.2 feet bgs due to refusal.

Detailed DCP logs are provided in Appendix II.

4.2.1 NEARBY GEOTECHNICAL REPORTS

Based on our review of previous Geotechnical Reports in the area the materials generally encountered are Mehrten materials with R-value testing ranging between 20 to 80. Test pits associated with Report 308-312 encountered bucket refusal on Mehrten materials between 0.5 and 8 feet bgs. Borings associated with Report 308-312 also encountered Mehrten Breccia materials and were advanced using an air rotary with hammer method. Materials above the Mehrten were generally described as sandy silt/clay and silty/clayey sand with gravel and cobbles. Report 308-312 notes groundwater seepage at 3-5 feet. This office is interpreting it as perched water. Report 308-312 includes compressive strength of rock results between 2135 and 4439 psi at 12 feet bgs.

4.3 GROUNDWATER

Groundwater data² from monitoring wells in the immediate project site vicinity (i.e., approximately 1,700 feet northwest of the intersection of Galleria Bus Stop) is presented in Table 3. The North American Vertical Datum of 1988 (NAVD88) was the vertical datum for all elevations listed in Table 2.

² California Department of Water Resources, <https://wdl.water.ca.gov/waterdatalibrary/>, accessed December 8, 2022

Table 2: Historical Groundwater Data

Well Location	Date Range	Existing Ground Surface Elevation (ft)	Groundwater Surface Elevation Range (ft)	Depth Range (ft)
State Well No. 387755N1212753W001	10/18/2011 to 11/10/2022	180.02	79.57 to 71.67	100.45 to 108.35

Based on the above table, the design groundwater (i.e., deep groundwater level) in the vicinity of the project site may vary between an approximate elevation range/foot below the ground surface. Historically groundwater has not been in the upper 100 feet bgs.

Groundwater levels, in general, fluctuate due to the amount of precipitation, seasonal changes, prolonged periods of drought, irrigation, surface/subsurface drainage characteristics, and other site-specific factors.

5 LABORATORY TESTS

The following laboratory testing was completed on representative soil samples obtained from our field investigation:

- Moisture Content (ASTM D2216)
- 200 Wash (ASTM D1140)
- Plasticity Index (ASTM D4318)
- Evaluation for Soil Corrosion

We present the laboratory results in Appendix III.

6 CORROSION EVALUATION

The results of the corrosivity test on a soil sample obtained from boring HA1 completed for this project is summarized in Table 3.

Table 3: Soil Corrosion Test Summary

Boring / Sample No.	Depth (ft)	Elevation (ft)	Soil Description	pH	Minimum Resistivity (ohm-cm)	Chloride Content (ppm)	Sulfate Content (ppm)
HA1-Bulk 1	0 to 2	200.5 to 198.5	SC	7.19	2,170	11.6	27.3

For structural elements, Caltrans defines a corrosive environment as an area where the soil has either a chloride concentration of 500 ppm or greater, a sulfate concentration of 1,500 ppm or greater, or has a pH of 5.5 or less. Soil and water are not required to be tested for chlorides and sulfates if the minimum resistivity is greater than 1,500 ohm-cm. (Caltrans Corrosion Guidelines Version 3.2, May 2021).

Based on the corrosivity test results summarized above and current Caltrans guidelines, the site is not corrosive to structural concrete/steel foundation elements. The test results are only an indicator of soil corrosivity. Section 12 of Caltrans' May 2021 Corrosion Guidelines (Version 3.2) provides information regarding corrosion mitigation measures for structural elements and lists

additional Caltrans guideline documents regarding corrosion mitigation if deemed appropriate by the designer. The designer should consult with a corrosion engineer if the test result values are considered significant.

7 SITE SEISMICITY

7.1 SEISMIC DESIGN PARAMETERS

Based on our exploratory boring, we provide the ASCE 7-16 standards – California Building Code (CBC) design parameters below. We determined the values using an approximate latitude of 38.7717°N and longitude of -121.2716°W with the Seismic Design Map tool³ developed by the Structural Engineers Association of California, which interpolates values from the ASCE 7-16 maps using the site location. Based on our conversations with the design team and our interpretation of ASCE 7-16 Chapter 11, Section 4.8 and ASCE 7-16 Supplement 1, the site (site class D with S_1 greater than or equal to 0.2) meets “Exception 2”. The structural engineer should review and follow “Exception 2” in Section 11.4.8 to calculate the seismic response coefficient (C_s). If the design team determines a site-specific analysis is warranted then the values provided below will need to be updated. Table 4 summarizes the seismic design parameters for the project.

Table 4: Seismic Design Parameters

Site Class	C
Risk Category	II
SS – Acceleration Parameter	0.436g
S1 – Acceleration Parameter	0.22g
Fa – Site Coefficient	1.3
Fv – Site Coefficient	1.5
SMS – Adjusted MCE1 Spectral Response Acceleration Parameter	0.566 g
SM1 – Adjusted MCE1 Spectral Response Acceleration Parameter	0.33 g
SDS – Design Spectral Acceleration Parameter	0.378 g
SD1 – Design Spectral Acceleration Parameter	0.22 g
TL – Long-Period Transition Period ²	12 sec
Peak Ground Acceleration (PGA)	0.185 g
Site Modified Peak Ground Acceleration (PGAM)	0.225 g

¹Risk Targeted Maximum Considered Earthquake

²Figure 22-14, ASCE 7-16

8 CONCLUSIONS AND RECOMMENDATIONS

In general, the site is conducive for the planned improvements from a Geotechnical standpoint, the encountered subgrade soils are dense and support is available for the proposed new charging station foundations.

³ <https://seismicmaps.org/>, date accessed December 8, 2022.

Based on subsurface soil and groundwater conditions encountered during current/previous site explorations the planned improvement appear to be in a landscaped area which will require the areas to be cleared of vegetation. Based on our data the upper 1-2 feet appear to be disturbed. To provide uniform shallow foundation support, these upper near surface granular (low-expansive) soils will require reprocessing as engineered fill in accordance with the recommendations below.

Use of cast-in-drilled-hole (CIDH) piles appear appropriate to support the new overhead charging equipment.

8.1 GRADING

8.1.1 SITE PREPARATION

Prior to grading, demolish and clear the site to remove structures, fences, vegetation, tree roots, debris, abandoned utilities, soft or unstable areas, and other deleterious materials. Any fill and/or otherwise unsuitable material identified in areas where work is to be performed should be removed and replaced with compacted engineered fill. Voids or depressions created by the removal of buried objects should be cleaned of all loose soil and debris and backfilled with compacted engineered fill.

8.1.2 SUBGRADE PREPARATION

The surface exposed by stripping / excavation and / or over excavation should be scarified to a depth of 8-inches, moisture conditioned to 2% over optimum moisture content and compacted to at least 95% relative compaction (per ASTM D1557). A qualified geotechnical representative should review the subgrade material for suitability.

8.1.3 FILL AND COMPACTION

It is anticipated that 2 - 4 feet of fill will be placed across the site. The onsite soils are likely suitable as backfill provided it contains no rock fragments or cobbles larger than 3 inches in maximum dimension and is free of concentrations of debris and vegetation.

Imported fill, if required must meet the following requirements:

- No concentrations of organics, debris, and other deleterious materials.
- Maximum particle size of 3 inches.
- Minimum R-Value of 30.
- Expansion index less than 20, per ASTM D4829.
- Contain at least 25% passing the No. 4 Sieve and at least 15% fines passing the No. 200 Sieve; Caltrans Class 2 aggregate base is considered acceptable and does not need to meet these gradation requirements.

Place and compact fill as follows:

1. Place fill in loose lifts no thicker than 8 inches prior to compaction.
2. Moisture condition fills to within 2% of optimum moisture content.
3. Compact fill to at least 90 percent of maximum density per ASTM D1557. Compact portions of fill in the upper 18 inches below pavement and/or foundation elements to 95 percent of maximum density per ASTM D1557. Compact pavement aggregate base to at least 95 percent of maximum density per ASTM D1557 relative compaction.

8.1.4 MATERIAL EXCAVATABILITY

Based on our subsurface exploration and experience, the near surface soils should be excavatable with typical grading equipment such as scrapers, dozers, backhoes, and excavators.

8.1.5 DRAINAGE/SUBDRAINAGE/EROSION/IRRIGATION

All portions of the bus lane and structural section are anticipated to be above high groundwater level and no special subdrainage of the structural section is considered necessary for protection from groundwater infiltration. Surface drainage should be controlled and directed away from the bus lane and foundation elements and bus lane, and not allowed to pond along adjacent areas.

Surficial soils adjacent to the project interval are generally considered erodible where subjected to concentrated flow. New roadway runoff should be controlled accordingly. Erosion protection where gradient exceeds 5% is recommended.

8.1.6 SPREAD FOOTINGS OR MAT FOUNDATION

Construct all spread footing and mat foundations on intact/undisturbed bearing material at the bottom of the excavation within clean and dry excavations. Place structural foundation concrete neat (without forming), against trimmed walls and intact soil at the bottom of the excavation.

If the spread footing/mat foundation excavations expose unsuitable material, including wet soil at the bottom of footing elevations or the soils are disturbed, then these soils should be re-compacted or removed and replaced with suitable material in accordance with Section 8.1.3. Any disturbed or otherwise unsuitable material should also be removed/replaced a minimum of 2 feet laterally beyond the foundation footprint in all directions. If forming is necessary, backfill excavations outside footing limits with lean concrete or suitable granular backfill.

8.2 STRUCTURE FOUNDATION RECOMMENDATIONS

8.2.1 SHALLOW FOUNDATION – CHARGING EQUIPEMENT

The charging equipment will likely be constructed in 2 – 4 feet of fill on shallow mat foundations. Based on conversations with PSOMAS, we understand, the overhead charger foundations will be designed per CBC 1807.3. The proposed rectangular footings are planned to be 5 foot wide by 5 foot tall by 5 foot deep. Below we provide recommendations for mat foundations.

Mat Foundation:

Provided that the mat foundations are designed to evenly distribute the load and are established on subgrade and fill prepared in accordance with section 8.1.2 and 8.1.3 (respectfully) of this report, a modulus of subgrade reaction of 30 k/ft³ may be used for design (corresponds to 2,500 psf for 1 inch of settlement). We estimate that differential settlement across the mat foundations will be less than half of the total settlement.

The above bearing capacity values may be increased by one-third if wind and/or seismic loads are included.

To resist lateral movement, use a coefficient of friction of 0.58 (cast in-place) and a static passive earth pressure equal to 240 pcf.

8.3 CONCRETE SIDEWALKS AND FLATWORK

In accordance with the City of Roseville Standards, we recommend flatwork section of 4" of concrete on 4" of Caltrans Class 2 aggregate base compacted to 95% relative compaction of ASTM D1557. Prior to placing Caltrans Class 2 aggregate base, process and compact exposed subgrade per Section 8.1.2. The concrete should have a minimum 28-day compressive strength of 4,000 psi. The structural engineer should provide reinforcement recommendations, if necessary, to resist anticipated loads and shrinkage/temperature stresses.

8.4 PAVEMENT SECTIONS

8.4.1 RIGID PAVEMENT

We recommend the use of Rigid Pavement for the bus travel areas due to the potential for shoving and rutting associated with the heavy bus loads and movements. In general, we follow the City Standard Sheet ST-29 Bus Turnout Concrete Slab, however we increased the concrete section from 8 in to 10 in due to the anticipated heavier electrical bus loads. Construct the sections in accordance with the City Standard Sheet ST-29. We provide rigid pavement recommendations for the bus parking area in Table 6 below.

Table 5: Rigid Pavement Recommendations – Bus Lane

Material Type/Depth Required (ft) – Bus Parking		
Concrete Slab	AB (ft)	Total Pavement Section
0.83	0.50	1.33

8.4.2 TRADITIONAL STRUCTURAL PAVEMENT SECTIONS - HMA AND AB

The following new flexible pavement structural sections were calculated in accordance with Caltrans flexible pavement design methods. Flexible pavement is not typically used within bus travel lanes/parking areas, however if selected, the City should be prepared to repair (as needed) pavement sections that shove/rut in areas where buses turn and/or stop. If needed, these pavement sections can be utilized. The R-Value is based off Crawford's previous work in the area.

Table 6: New Pavement Sections (R-Value 29)

Traffic Index	Material Type/Depth Required		
	Hot Mix Asphalt (ft)	Aggregate Base (ft)	Total Pavement Thickness (ft)
7	0.30	0.90	1.20
8	0.40	0.95	1.35
9	0.45	1.10	1.55
10	0.50	1.25	1.75
11	0.55	1.45	2.00
12	0.60	1.55	2.15

9 CONSTRUCTION CONSIDERATIONS

9.1 EXISTING UTILITIES

There are existing overhead lines running northwest to southeast parallel to the project vicinity. The overhead utility line at/near this site may be an impediment to construction equipment and need to be temporarily relocated or de-energized during construction. Similarly, consideration may also be required for the presence of underground utilities in the vicinity of the proposed improvements. Electrical boxes are present within the project footprint. Locations of any other utilities, if present, are unknown.

9.2 EXISTING FOUNDATIONS

An existing bus stop exist in the northwest portion of the project vicinity. Removal of the existing bus stop (if planned) and earthwork activities may disturb soils below excavation depths and variation in subgrade support characteristics may be encountered. We recommend the surfaces exposed during earthwork be reviewed by a geotechnical engineer or engineering geologist to affirm exposure of competent native soils at planned footing grade. The reviews are to be made after the excavation has been completed.

9.3 CIDH EXCAVATABILITY

Based on the existing data, CIDH pile excavations may encounter hard Mehrten (bedrock) materials. The contractor should anticipate variable drilling conditions in all CIDH pile excavations due to possible presence of variable weathering/fractures/hardness of bedrock. Variable drilling conditions may include alternating between standard and hard drilling techniques. The use of conventional drilling (i.e., soil augers) for CIDH pile excavations may not be effective in advancing the hole within slightly weathered and hard bedrock. The contractor should be prepared to use “heavy duty” equipment specifically tooled for “hard” rock excavation. Coring and/or use of down-hole percussion hammer may be required for drill advancement through gravel and cobbles and intact rock.

Soils that consist of clayey/silty sand with cobbles are present above the specified pile tip elevations. If necessary, the contractor has the option to utilize temporary casing to the top of rock to help prevent caving. If utilized, the temporary casing must be removed during placement of concrete. If utilized, the temporary casing must be set in a drilled hole. Drilling to install the casing may be difficult due to cobbles.

The CIDH piles are designed to obtain their geotechnical capacity in side resistance. Nonetheless, the bottom of drilled holes must be cleaned in accordance with Section 49-3.02C(2), “Drilled Holes,” of Caltrans 2018 Standard Specifications. Prior to approval, the Engineer must verify the bottom of drilled holes are cleaned before placement of concrete.

Excavation of the CIDH piles, placement of the rebar cage, and concrete pour should be completed in one continuous operation.

The contractor is responsible for the design and installation of temporary casing (if used), including actual length(s) and diameter(s), to install CIDH piles according to the above specifications without defects or damage to existing utilities/facilities. If necessary, the contractor has the option to utilize temporary casing to the top of rock to help prevent caving. If utilized, the

temporary casing must be removed during placement of concrete. If utilized, the temporary casing must be set in a drilled hole.

Temporary steel casing, if utilized, can be either smooth or corrugated and the diameter should be at least 8-inches greater than the CIDH pile to help prevent binding of the drilling tool.

Prior to mobilization to the site, the foundation contractor should prepare a Pile Installation Plan in accordance with Section 49-3.02A(3)(b) of the Standard Specifications for the Engineer's review and approval. The drilled shaft installation plan to be submitted by the contractor should state explicitly all assumptions the contractor has made regarding earth materials and foundation construction conditions and include a description of the tools and equipment planned to be used by the contractor for CIDH pile installation, personnel, methods and order of work. The actual tools and equipment used during CIDH pile excavation/installation should be documented in the construction records.

9.4 SHORING AND TEMPORARY CONSTRUCTION SLOPES

Based on the conditions observed in our subsurface explorations and our understanding of the project, the on-site soil should be excavatable with typical grading equipment such as scrapers, dozers, backhoes and excavators within the upper 3 feet. Excavations deeper than 3 feet may encounter weathered rock requiring additional effort. The contractor is responsible for design and construction of excavation sloping and shoring in accordance with CalOSHA requirements, including verifying soil type in open excavations.

9.5 DEWATERING

The presence of groundwater is not anticipated within spread footing excavations during dry season construction (June through October). Winter or spring construction may encounter perched ground water.

10 RISK MANAGEMENT

Our experience, and that of our profession, clearly indicates the risks of costly design, construction, and maintenance problems can be significantly lowered by retaining the Geotechnical Engineer of Record to provide additional services during design and construction. For this project, Crawford should be retained as the Geotechnical Engineer of Record to:

- Review and provide comments on the civil plans and specifications prior to 90% plan set submittal.
- Update this report if design changes occur, 2 years or more lapse between this report and construction, and/or site conditions have changed.

Should there be any change in the project or should subsurface conditions differ from those described in this report be encountered during construction, this office should be contacted/notified for evaluation and supplemental recommendations, as needed.

Crawford is not responsible for any other parties' interpretation of this report and recommendations contained herein, as well as subsequent addendums, letters, and discussions. If others perform the construction observation, they should review this report and either accept

the conclusions and recommendations herein as their own or provide alternative recommendations.

11 LIMITATIONS

Crawford performed services in accordance with generally accepted geotechnical engineering principles and practices currently used in this area. Do not use this report for different locations and/or projects without the written consent of Crawford. Where referenced, we used ASTM and Caltrans standards as a general (not strict) guideline only. We do not warranty our services.

Crawford based this report on the current site conditions. We assumed the soil and groundwater conditions are representative of the subsurface conditions on the site. Actual conditions will vary along the project alignment. Please contact Crawford if you would like an evaluation of one or more of these potentially damaging issues.

Logs of our explorations are presented in Table 1 and Appendix II. The transition between soil types may be abrupt or gradual. Our recommendations are based on the final logs, which represent our interpretation of the field logs and general knowledge of the site and geological conditions. Modern design and construction are complex, with many regulatory sources/restrictions, involved parties, and construction alternatives. It is common to experience changes and delays. The owner should set aside a reasonable contingency fund based on complexities and cost estimates to cover changes and delays.

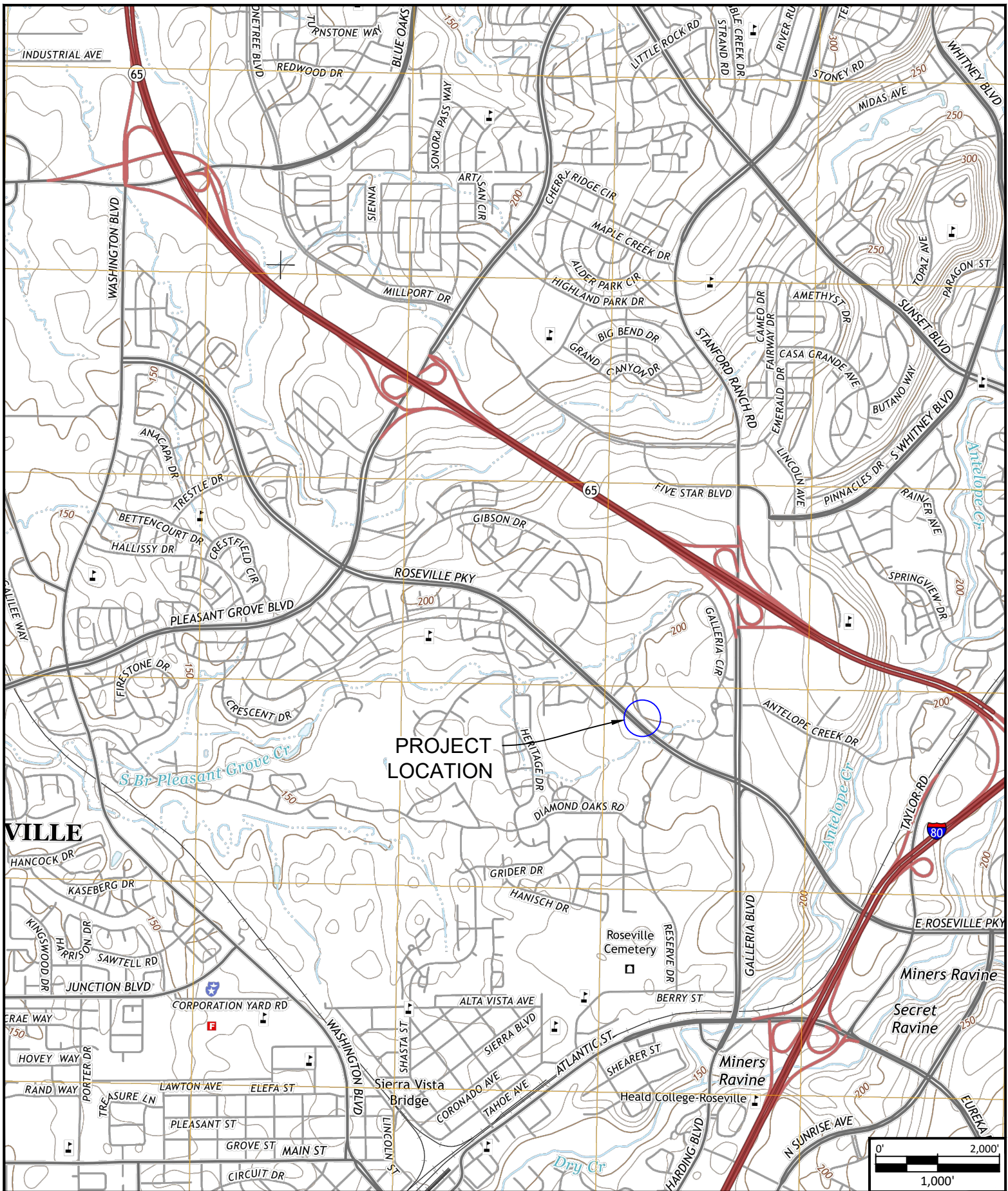
APPENDIX I

Figure 1: Vicinity Map

Figure 2: Exploration Location Map

Figure 3: Geologic Map

Figure 4: Fault Map



PROJECT
LOCATION



Source:
USGS 7.5' Topographic Maps, Roseville
Quadrangle, Placer County, California, 2015,
1:24,000.



Galleria On Route Bus Chargers

Roseville, CA

Figure 1
Vicinity Map

Prj. No: 22-818.1
Date: 11/15/2022



NORTH

Source:
 "ORBC-C_SITE.dwg," sent over email by PSOMAS,
 09/12/2022.



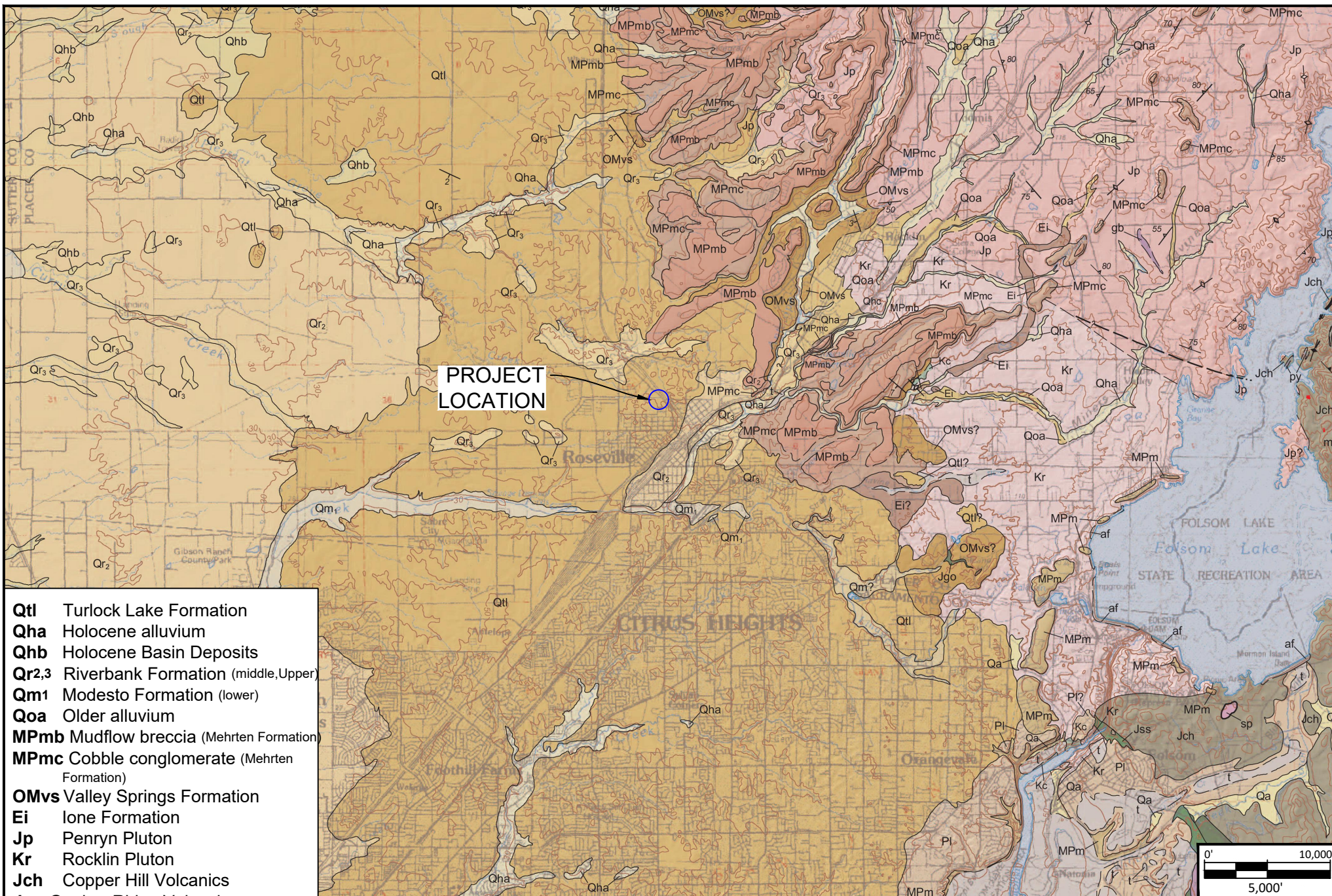
Legend

- Approximate Dynamic Cone Penetrometer (DCP) and Hand Auger (HA) Locations

Figure 2

Field
 Exploration
 Locations

Prj. No: 22-818.1
 Date: 11/15/2022



Source:
 Carlos I. Gutierrez; Preliminary Geologic Map of the
 Sacramento 30'x60' Quadrangle, California;
 1:100,000; State of California, 2011.

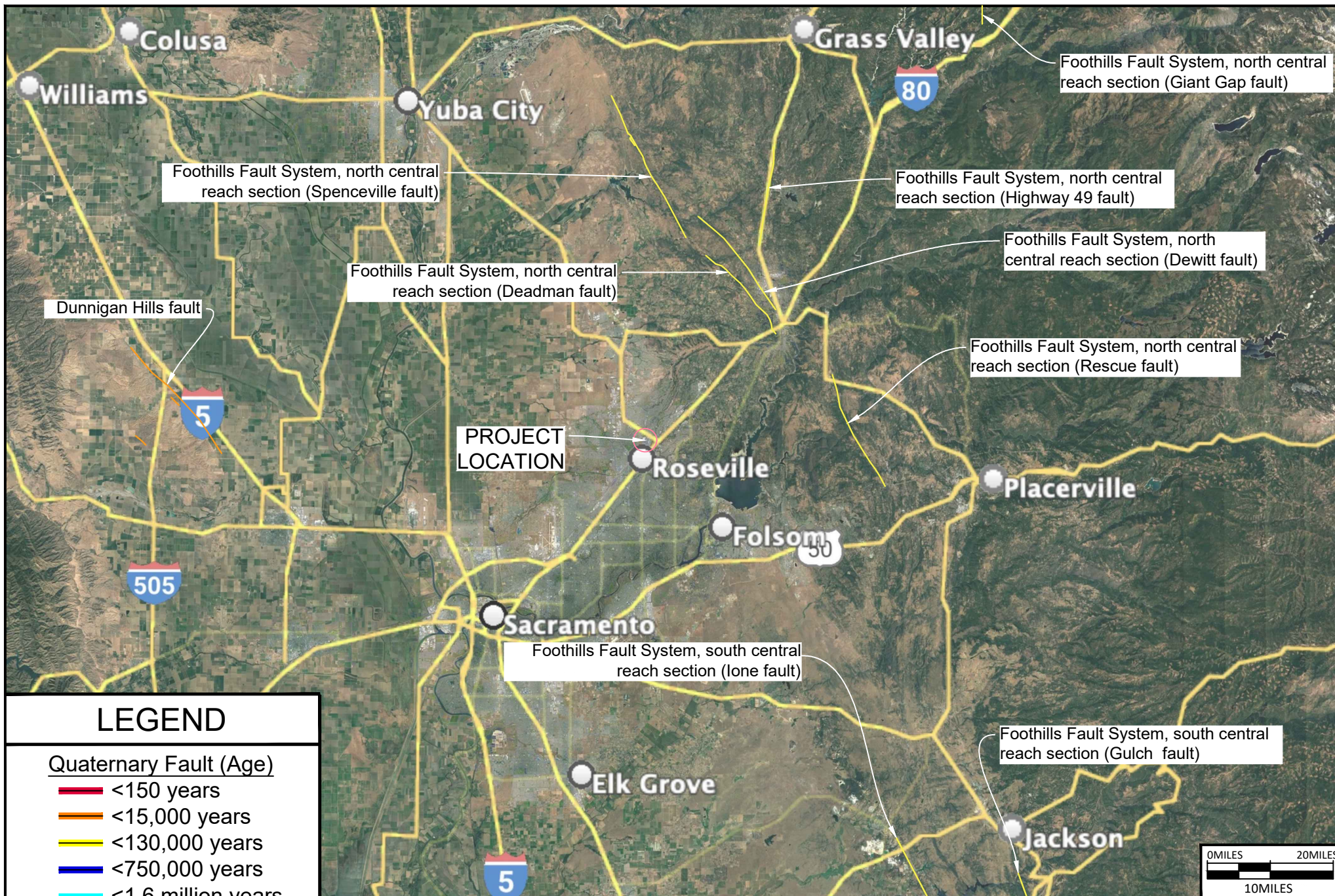
Crawford & Associates, Inc.
 Geotechnical Engineering, Design
 and Construction Services
Taber
 Since 1964
www.crawford-inc.com

Galleria On Route Bus Chargers

Roseville, CA

Figure 3
 Geologic Map

Prj. No: 22-818.1
 Date: 12/07/2022



APPENDIX II

DCP Logs

WILDCAT DYNAMIC CONE LOG

Page 1 of 1

Crawford & Associates, Inc
4701 Freeport Blvd
Sacramento, CA 95822

PROJECT NUMBER: 22-818.1
DATE STARTED: 11-21-2022
DATE COMPLETED: 11-21-2022

HOLE #: DCP1
CREW: OMR/ZZZ
PROJECT: Galleria On Route Bus Chargers
ADDRESS: Galleria Mall
LOCATION: Roseville, CA

SURFACE ELEVATION: 200.5
WATER ON COMPLETION: N/A
HAMMER WEIGHT: 35 lbs.
CONE AREA: 10 sq. cm

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm ²	GRAPH OF CONE RESISTANCE 0 50 100 150	N'	TESTED CONSISTENCY	
					NON-COHESIVE	COHESIVE
-	5	22.2	.....	6	LOOSE	MEDIUM STIFF
-	10	44.4	.....	12	MEDIUM DENSE	STIFF
- 1 ft	9	40.0	.....	11	MEDIUM DENSE	STIFF
-	7	31.1	.....	8	LOOSE	MEDIUM STIFF
-	29	128.8	.....	25+	DENSE	HARD
- 2 ft	9	40.0	.....	11	MEDIUM DENSE	STIFF
-	8	35.5	.....	10	LOOSE	STIFF
-	21	93.2	.....	25+	MEDIUM DENSE	VERY STIFF
- 3 ft	75	333.0	.....	25+	VERY DENSE	HARD
- 1 m	75/2"	333.0	.....	25+	VERY DENSE	HARD
-						
- 4 ft						
-						
- 5 ft						
-						
- 6 ft						
-						
- 2 m						
- 7 ft						
-						
- 8 ft						
-						
- 9 ft						
-						
- 3 m 10 ft						
-						
-						
- 11 ft						
-						
- 12 ft						
-						
- 4 m 13 ft						

WILDCAT DYNAMIC CONE LOG

Page 1 of 1

Crawford & Associates, Inc
4701 Freeport Blvd
Sacramento, CA 95822

PROJECT NUMBER:	<u>22-818.1</u>
DATE STARTED:	<u>11-21-2022</u>
DATE COMPLETED:	<u>11-21-2022</u>

HOLE #: DCP2
 CREW: OMR/ZZZ
 PROJECT: Galleria On Route Bus Chargers
 ADDRESS: Galleria Mall
 LOCATION: Roseville, CA

SURFACE ELEVATION:	<u>200.9</u>
WATER ON COMPLETION:	<u>N/A</u>
HAMMER WEIGHT:	<u>35 lbs.</u>
CONE AREA:	<u>10 sq. cm</u>

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm ²	GRAPH OF CONE RESISTANCE 0 50 100 150	N'	TESTED CONSISTENCY	
					NON-COHESIVE	COHESIVE
1 ft	20	88.8	.....	25	MEDIUM DENSE	VERY STIFF
	70	310.8	.....	25+	VERY DENSE	HARD
	90	399.6	.....	25+	VERY DENSE	HARD
2 ft						
3 ft						
1 m						
4 ft						
5 ft						
6 ft						
2 m						
7 ft						
8 ft						
9 ft						
3 m						
10 ft						
11 ft						
12 ft						
4 m						
13 ft						

WILDCAT DYNAMIC CONE LOG

Page 1 of 1

Crawford & Associates, Inc
4701 Freeport Blvd
Sacramento, CA 95822

PROJECT NUMBER: 22-818.1
DATE STARTED: 11-21-2022
DATE COMPLETED: 11-21-2022

HOLE #: DCP3
CREW: OMR/ZZZ
PROJECT: Galleria On Route Bus Chargers
ADDRESS: Galleria Mall
LOCATION: Roseville, CA

SURFACE ELEVATION: 201.7
WATER ON COMPLETION: N/A
HAMMER WEIGHT: 35 lbs.
CONE AREA: 10 sq. cm

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm ²	GRAPH OF CONE RESISTANCE 0 50 100 150	N'	TESTED CONSISTENCY	
					NON-COHESIVE	COHESIVE
-	12	53.3	.....	15	MEDIUM DENSE	STIFF
-	53	235.3	.....	25+	VERY DENSE	HARD
- 1 ft	48	213.1	.....	25+	VERY DENSE	HARD
-	25	111.0	.....	25+	DENSE	HARD
-	44	195.4	.....	25+	VERY DENSE	HARD
- 2 ft	86	381.8	.....	25+	VERY DENSE	HARD
-						
-						
- 3 ft						
- 1 m						
-						
- 4 ft						
-						
-						
- 5 ft						
-						
-						
- 6 ft						
-						
- 2 m						
-						
- 7 ft						
-						
-						
- 8 ft						
-						
-						
- 9 ft						
-						
- 3 m 10 ft						
-						
-						
-						
- 11 ft						
-						
-						
- 12 ft						
-						
- 4 m 13 ft						

WILDCAT DYNAMIC CONE LOG

Page 1 of 1

Crawford & Associates, Inc
4701 Freeport Blvd
Sacramento, CA 95822

PROJECT NUMBER: 22-818.1
DATE STARTED: 11-21-2022
DATE COMPLETED: 11-21-2022

HOLE #: DCP4
CREW: OMR/ZZZ
PROJECT: Galleria On Route Bus Chargers
ADDRESS: Galleria Mall
LOCATION: Roseville, CA

SURFACE ELEVATION: 202.0
WATER ON COMPLETION: N/A
HAMMER WEIGHT: 35 lbs.
CONE AREA: 10 sq. cm

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm ²	GRAPH OF CONE RESISTANCE 0 50 100 150	N'	TESTED CONSISTENCY	
					NON-COHESIVE	COHESIVE
-	22	97.7	.....	25+	MEDIUM DENSE	VERY STIFF
-	24	106.6	.....	25+	MEDIUM DENSE	VERY STIFF
- 1 ft	56	248.6	.....	25+	VERY DENSE	HARD
-	50/1"	222.0	.....	25+	VERY DENSE	HARD
- 2 ft						
-						
- 3 ft						
- 1 m						
- 4 ft						
-						
- 5 ft						
-						
- 6 ft						
- 2 m						
- 7 ft						
-						
- 8 ft						
-						
- 9 ft						
-						
- 3 m 10 ft						
-						
-						
- 11 ft						
-						
- 12 ft						
-						
- 4 m 13 ft						

WILDCAT DYNAMIC CONE LOG

Page 1 of 1

Crawford & Associates, Inc
4701 Freeport Blvd
Sacramento, CA 95822

PROJECT NUMBER: 22-818.1
DATE STARTED: 11-21-2022
DATE COMPLETED: 11-21-2022

HOLE #: DCP5
CREW: OMR/ZZZ
PROJECT: Galleria On Route Bus Chargers
ADDRESS: Galleria Mall
LOCATION: Roseville, CA

SURFACE ELEVATION: 202.8
WATER ON COMPLETION: N/A
HAMMER WEIGHT: 35 lbs.
CONE AREA: 10 sq. cm

DEPTH	BLOWS PER 10 cm	RESISTANCE Kg/cm ²	GRAPH OF CONE RESISTANCE 0 50 100 150	N'	TESTED CONSISTENCY	
					NON-COHESIVE	COHESIVE
- - - 1 ft - - - - 2 ft - - - 3 ft - 1 m - - - 4 ft - - - 5 ft - - - 6 ft - 2 m - 7 ft - - - 8 ft - - - 9 ft - - 3 m 10 ft - - - 11 ft - - 12 ft - - 4 m 13 ft	70	310.8	Hand Augered 1 foot	25+	VERY DENSE	HARD

APPENDIX III

Laboratory Test Results



Project Name: Galleria On Route Bus Chargers

CALnc File No: 22-818.1

Date: 12/6/22

Technician: BR

MOISTURE-DENSITY TESTS - D2216/D7263

	1	2	3	4	5
Sample No.	HA-22-002-1				
USCS Symbol	SC				
Depth (ft.)	1				
Tare No.	X1				
Tare (g)	152.1				
Wet Soil + Tare (g)	527.7				
Dry Soil + Tare (g)	495.2				
Dry Soil (g)	343.1				
Water (g)	32.5				
Moisture (%)	9.5				

Notes:

Project Name: Galleria On Router Bus Chargers

CALinc File No: 22-818.1

Date: 12/6/22

Technician: BR

200 Wash - ASTM D1140

Method A

Max Particle Size (100% Passing)	Standard Sieve Size	Recommended Min Mass of Test Specimens
2 mm or less	No. 10	20 g
4.75 mm	No. 4	100 g
9.5 mm	3/8 "	500 g
19.0 mm	3/4 "	2.5 kg
37.5 mm	1 1/2 "	10 kg
75.0 mm	3 "	50 kg

Table from 6.2 of ASTM D1140

Sample No.	HA-22-004-1				
USCS Symbol	SM				
Depth (ft.)	1.4				
Tare No.	R23				
Tare (g)	125.3				
Dry Soil + Tare (g)	315.9				
Dry Mass before (g)	190.6				
Dry Mass after (g)	133.1				
Percent Fines (%)	30				

Notes:

Project Name: Galleria On Route Bus Chargers

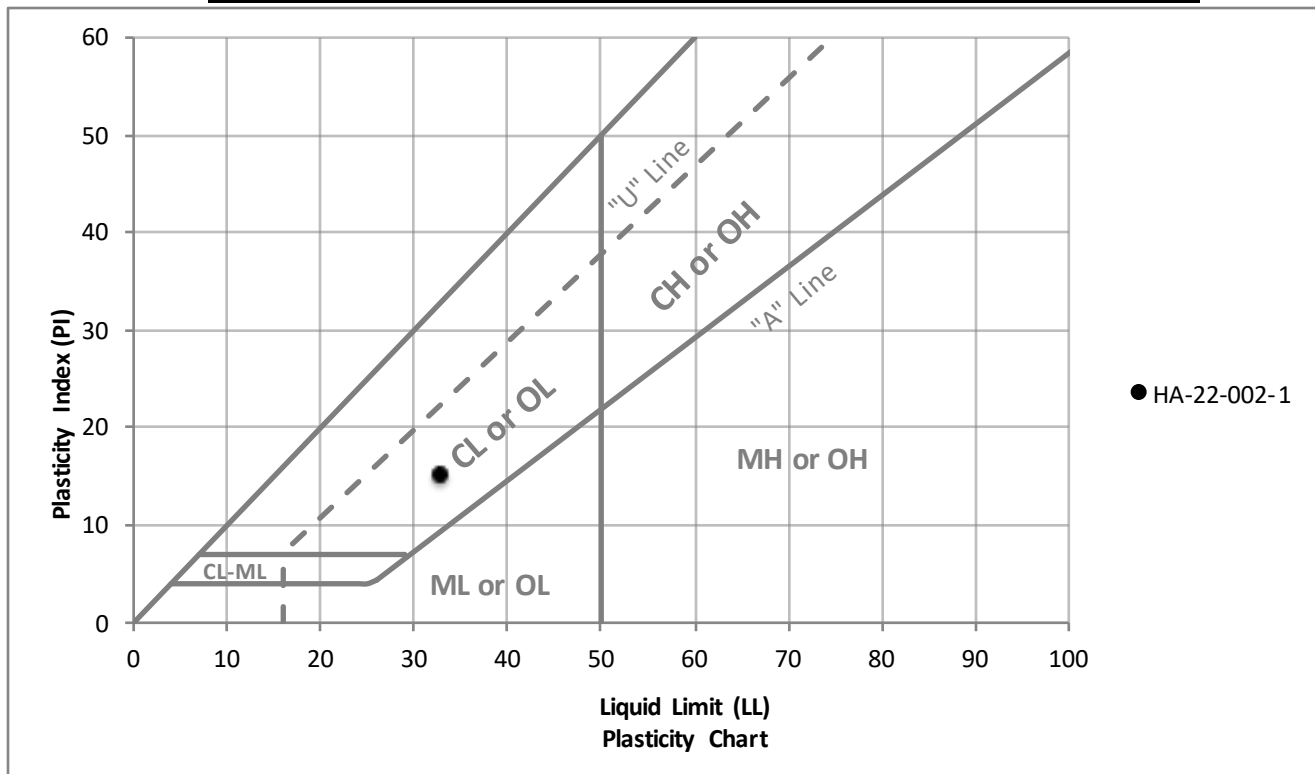
CAInc File No: 22-818.1

Date: 12/6/22

Technician: BR

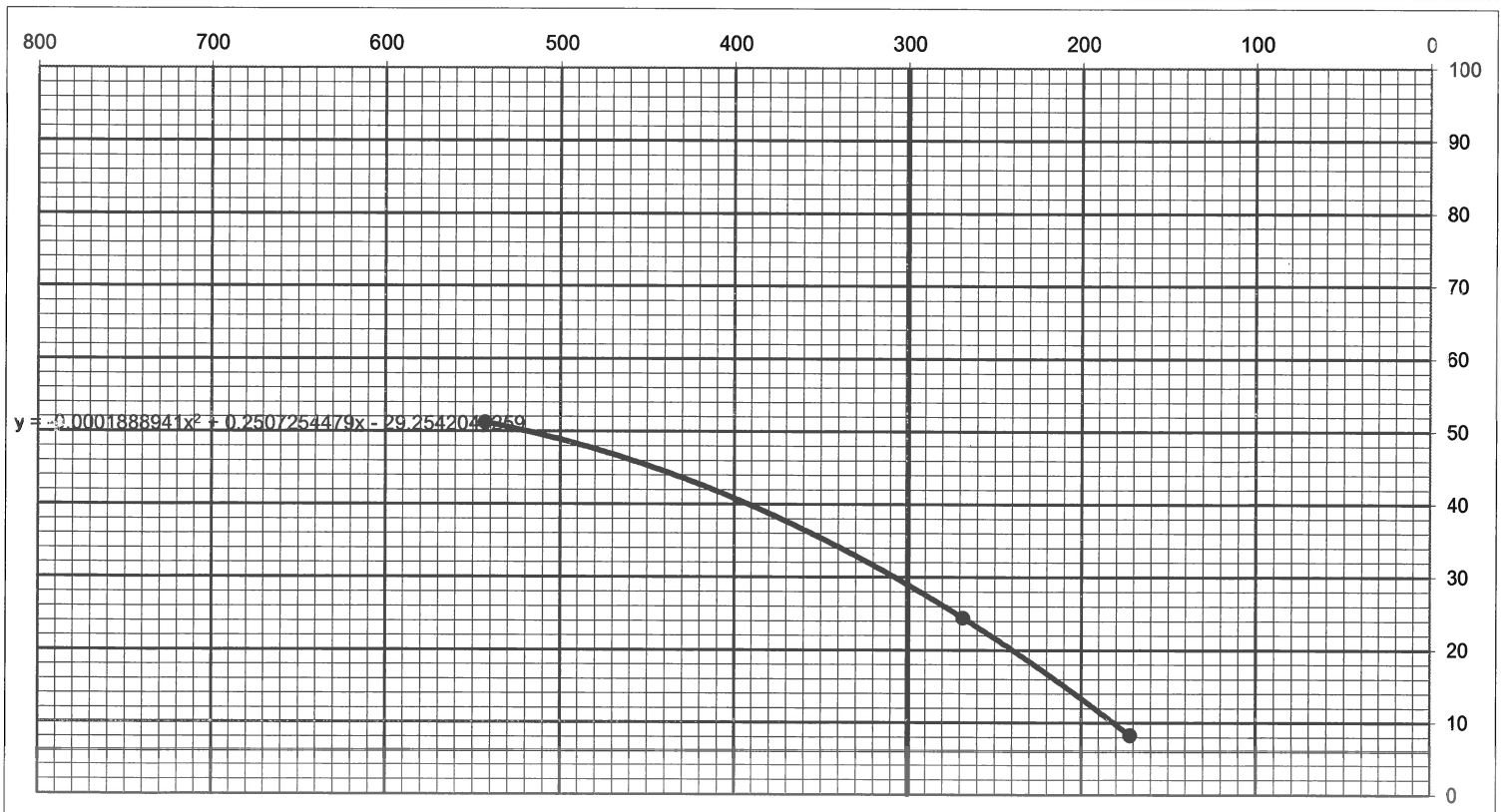
Plasticity Index - ASTM D4318

Sample ID	Depth (ft)	Liquid Limit	Plastic Limit	PI
HA-22-002-1	1.0	33	18	15



RESISTANCE VALUE
California Test Method No. 301

Job Number:	4151-001.00	Date Tested:	11/16/2022	R-value:	29
Project:	Crawford (21-737.1 Roseville Parkway Widening)			Sample : HA-22-004-Bulk 1	
Classification of Material:	CL, Sandy Clay with Gravel, Brown			Technician: DS	
Initial Sample Weight	1080	1080	1070		
Mold Number	A	B	C		
Air Pressure-PSI	350	250	150		
Initial Moisture %	13.0	13.0	13.0		
Water Added ml/g	20	30	40		
Water Added %	2.1	3.1	4.2		
Final Moist %	15.1	16.1	17.2		
Soil + Mold Weight-Grams	3175.3	3184.4	3165		
Mold Weight-Grams	2088	2086	2084		
Soil Weight-Grams	1087.3	1098.4	1081		
Height of Sample-Inches	2.46	2.50	2.52		
Density-PCF	116.4	114.7	110.9		
Dial Reading (x.0001 inches)	4	0	0		
Expansion Pressure (psf)	17	0	0		
Stabilometer at 1000 lbs.	29	42	59		
2000 lbs.	59	101	135		
Displacement	4.08	4.52	5.13		
Exudation Pressure-Lbs	6820	3370	2160		
Exudation-PSI	543	268	172		
R-Value Calculated	51	24	8		
Corrected R-Value	51	24	8		



PROGRESS PAYMENT FORMS

Project: Galleria On-Route Bus Charging Project

CC



Department of Public Works
311 Vernon Street
Roseville, CA 95678

MONTHLY PROJECT PAYMENT ESTIMATE SUMMARY

Payment Estimate No: _____

Work Performed Through: _____

Contractor: _____

Project: _____

Address: _____

Acct.No: _____

Contract Summary

Original Contract Amount: (1) _____

Approved Change Orders through #: (2) _____

Quantity Changes (Requires Project Engineer/Inspector verification): (3) _____

Total Contract Amount to Date: (4) _____

Payment Summary

	CURRENT PAY PERIOD AMOUNT	PREVIOUS AMOUNT	TO DATE AMOUNT
Contract Payments (Payment through PP# _____)			
Change Order Payments (CCO# _____ through _____)			
Total Earnings			
Less: Retention: (5%) In escrow account Yes ☐ No ☐			
Less: Administrative Deductions (Deducted from PP# _____)			
Payment Due to Contractor			

The undersigned Contractor or Contractor's Authorized Representative certifies that to the best of his knowledge, information, and belief, the work covered in this application for payment has been completed in accordance with the contract documents and the costs shown are true and correct.

Resident Engineer: _____

Senior Engineer: _____

Contractor: _____

Date: _____

Date: _____

Date: _____



PROJECT PAYMENT ESTIMATE

Payment Estimate No:

311 Vernon Street

Roseville, CA 95678

Work Performed Through:

TOTALS:

Project:

Acct.No:

Contractor:

Department of Public Works

311 Vernon Street

Roseville, CA 95678

QUANTITY ADJUSTMENT FORM

Payment Estimate No:

Work Performed Through:

INSTRUCTIONS

This form is to accompany Progress Payments or the Final Payment where there are quantity changes (variations in quantities) authorized by the Department of Public Works that adjust the Total Contract Amount.

**Quantity Changes in the amount of:
Accompanying Progress Payment # (or Final Payment)**

Item No.	Item Description	Unit	Unit Cost	Contract Quantity Adjustments												
				This Estimate			Previous Estimates			To-Date Totals						
				Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount	Quantity	Increase (Decrease)	Amount				
					\$	-				\$	-	0			\$	-
					\$	-				\$	-	0			\$	-
					\$	-				\$	-	0			\$	-
					\$	-				\$	-	0			\$	-
					\$	-				\$	-	0			\$	-
					\$	-				\$	-	0			\$	-
					\$	-				\$	-	0			\$	-
					\$	-				\$	-	0			\$	-
Totals					\$	-				\$	-				\$	-

Contractor Signature

Date _____

Resident Engineer Signature

Date _____



CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

From: _____
Name of Contractor/Claimant

Address

Date: _____

Payment Request No: _____

Acct.No: _____

Project Name: _____

To/Owner: CITY OF ROSEVILLE
Department of Public Works
Engineering Division
311 Vernon Street
Roseville, CA 95678

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: _____

Check Payable To: _____

Exceptions

Signature

Claimant Signature

Print Name:

Claimant Title

Date:

DRAWINGS

Project: Galleria On-Route Bus Charging Project

DRAW



Notice of Exemption

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

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

Project Title: Installation of Galleria On Route Bus Chargers

Project Location: 1151 Galleria Boulevard, Roseville CA (APN 363-011-031-000)

Project Description: The Public Works Department proposes to construct two electric bus chargers at the existing bus transit center located on Galleria Circle adjacent to the Westfield Galleria in Roseville. The project includes installation of two new overhead electric bus chargers and related equipment (controllers, air compressors, security cameras, network data switches). New trenching will be required to connect to the existing electric infrastructure. New electric infrastructure includes new transformers and switchgear. Landscape impacted includes grass, shrubbery, and non-protected trees.

Public Agency Approving Project: Roseville City Council

Agency/Individual Carrying Out Project: City of Roseville Public Works Department

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

"Class 1 consists of minor alteration of existing public facilities,involving negligible or no expansion of use beyond that previously existing.... examples include highways, streets, sidewalks, gutters"

This project also qualifies for a Class 4 exemption as described in Section 15304 of the California Environmental Quality Act (CEQA) guidelines which states:

"Class 4 consists of minor public or private alterations in the condition of land, water and/or vegetation which do not involve removal of healthy, mature, scenic trees ... Examples include but are not limited to: (f) minor trenching and backfilling where the surface is restored.

The project includes the modification of existing infrastructure, is confined to existing City right-of-way, and would not result in expansion of use. No environmentally sensitive resources are located within the project site, therefore the Class 1 and 4 exemptions apply to the proposed project.

Lead Agency Contact Person: Rjahja Canlas, Public Works Department, 2005 Hilltop Circle, Roseville, CA 95747. (916) 774-5342.

Signature: _____

A handwritten signature in blue ink, appearing to read "Terri Shirhall", is written over a horizontal line.

Terri Shirhall, Environmental Coordinator
City of Roseville

Date: 4-7-2022



COUNCIL COMMUNICATION

CC #: 2914
File #: 0203-14

Title: Security Guard Services - Contract Purchase Agreement
Contact: Joanna Oukrop 916-746-1102 joukrop@roseville.ca.us

Meeting Date: 9/6/2023
Item #: 7.4.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a contract purchase agreement (3003180) with American Guard Services, Inc. for security guard services piggybacking on the County of Riverside contract number RIVCO-99046-025-06/28. Staff also requests authority for the City Manager or designee to execute two additional one-year renewals utilizing the same Riverside contract without further Council approval, based on staff's determination that continuing this service is in the City's best interest and contingent upon Council approval of budgets each year.

BACKGROUND

The Pleasant Grove Wastewater Treatment Plant (PGWWTP), Electric Department Yard, and Corporation Yard require nighttime security guard staffing 365 days per year to protect assets and property. The presence of a security guard also acts as a deterrent for theft and vandalism. The City will be piggybacking a competitively bid contract from the County of Riverside, California.

FISCAL IMPACT

The cost of the security guard services is shared between the Public Works Department's Facility Services Division, the Electric Department, and the Environmental Utilities Department's PGWWTP. Funding is included in the Facility Services Fund, the Electric Department's Electric Construction and Maintenance budget in the Electric Fund, and the PGWWTP operating budget in the Wastewater Operations Fund. The estimated total spend is \$265,816 for the remainder of FY2023-24, \$370,658 for FY2024-25, and \$387,476 for FY2025-26.

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 an agreement for security guard services meet the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Joanna Oukrop, Senior Buyer

Dennis Kauffman, Assistant City Manager/Chief Financial Officer



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-363

CPA 3003180 American Guard Services, Inc.

RESOLUTION NO. 23-363

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

WHEREAS, a contract purchase agreement (3003180) for security guard services, by and between the City of Roseville and American Guard Services, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute 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.

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 3003180

Supplier Details:

Company American Guard Services Inc
Contact Marc Garcia
Address 7901 Oakport St Suite 2400

Oakland, CA 94621

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.

Agreement	3003180
Agreement Date	02-AUG-2023
Change Order	1
Change Order Date	02-AUG-2023
Revision	0
Agreement Amount	265,816.00 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 **American Guard Services Inc**
7901 Oakport St Suite 2400

Oakland, CA 94621

Phone: (510) 813-9102

Fax: ()

Email: marcg@americanguardservices.com

Description of Labor, equipment and/or materials The vendor shall provide security guard services at the Pleasant Grove Wastewater Treatment Plant (PGWWTP), Corporation Yard, and the Electric Department Yard utilizing Riverside County's contract number RIVCO-99046-025-06/28 and the attached "American Guard - Security Guard Rates, Rev. 7/26/23." The attached "City of Roseville Security Guard Services" locations and hours of coverage document, the Corporation Yard map, and PGWWTP map shall also be incorporated by reference into this agreement. Additional funds are included on this agreement for temporary and special event services on an as-needed basis at the direction of the end using departments.

Contacts: Norm Woods, PGWWTP, (916)746-1800, nwoods@roseville.ca.us; Mike Tarczy, Corporation Yard, (916)746-1778, mtarczy@roseville.ca.us; and Jason Grace, Electric Yard, (916)774-5643, jgrace@roseville.ca.us.

The total agreement amount is an approximation only. The city does not guarantee whatsoever the actual value of the contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15047	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			
01-Oct-2023	30-Jun-2024	Joanna Oukrop Phone 1-916-746-1102			

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

Contract Terms and Conditions

1. To the fullest extent allowed by law, Contractor shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Contractor's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Contractor is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Contractor either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Contractor is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Contractor shall be entitled to all costs reasonably incurred prior to the date of termination. Contractor acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Contractor has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to. In addition, if the project referenced on this service agreement is a Public Works project, all prevailing wage laws must be complied with. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.
10. Contractor agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Contractor shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Contractor shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
 - c. Additional Insureds. Contractor shall also provide a separate endorsement or

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

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

- d. Cancellation/Modification. Contractor shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
 - e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
 - f. Subcontractors. Contractor agrees to include in its contracts with all subcontractors the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subcontractor's work. Furthermore, Contractor shall require its subcontractors to agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under this Agreement. Additionally, Contractor shall obligate its subcontractors to comply with these same provisions with respect to any tertiary subcontractor, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subcontractor or tertiary subcontractor upon request.
 - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. Waiver of Subrogation. Contractor hereby agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Contractor, its employees, agents and subcontractors.
 - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Contractor of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Contractor shall comply with all federal, state and local laws and ordinances, including but not limited to the City's storm water regulations, as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances

may result in monetary fines and cancellation of this Agreement. Refer to www.roseville.ca.us/stormwater for links to more information on the City's storm water regulations.

12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original hereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
20. Contractor certifies that Contractor, its employees, directors, officers, agents, subcontractors, vendors, and volunteers are not presently debarred, excluded, suspended, declared ineligible, voluntarily excluded, or proposed for debarment, exclusion, suspension or ineligibility by any federal, state, or local department or agency.
21. This Agreement may be amended via change order, but only if such change order is made in writing, approved by the City, and signed by both parties.
22. CONTRACTOR agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONTRACTOR and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONTRACTOR and CITY agree that: (a) CONTRACTOR is free from the control and direction of CITY in connection with the performance of the work; (b) CONTRACTOR is providing services directly to CITY; (c) CONTRACTOR has and will maintain at all relevant times a business license; (d) CONTRACTOR maintains a business location that

is separate from CITY; (e) CONTRACTOR is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONTRACTOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services; (h) CONTRACTOR provides its own tools, vehicles, and equipment to perform the services; (i) CONTRACTOR has negotiated its own rates; (j) CONTRACTOR set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONTRACTOR has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. 00843469

Contractor License No. No. PPO12969

DIR Registration No. N/A

Check mark the applicable company type below:

☒ Corporation

☐ Limited Liability Company

☐ Partnership

☐ Sole Proprietor

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

General T&C

REV 3/2/21 JS

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

General - Required Coverage/Documentation

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

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

Construction: _____

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

Design Professional: _____

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

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: _____

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

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

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

Pyrotechnics: _____

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

Chemical/Environmental: _____

General Liability:

\$3 Million/occurrence

\$6 Million aggregate

Pollution – \$2 Million/Occurrence

Auto - \$2 Million/Occurrence

Insurance Submission Process

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

How It Works

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

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

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

Supplier

Signature: _____

Print Name: Sherif Assal

Title: President

Date: 08/02/2023



Supplier

Signature: _____

Print Name: _____

Title: _____

Date: _____

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____



April, 2022

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

Dear Vendor:

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

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

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

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

Sincerely,

DocuSigned by:
Shannon Wiest
A3035860A19747F

4/25/2022

Shannon Wiest
City of Roseville
Purchasing and Warehouse Manager

American Guard – Security Guard Rates, Rev. 7/26/23

Fee Proposal - July (City of Roseville)		
Position	Hourly Rate	OT & Holiday
unarmed security guard on foot	\$ 28.74	\$ 41.67
unarmed security guard with vehicle	\$ 34.25	\$ 49.66
Note: rates for August 1, 2023 to July 31, 2024		

CITY OF ROSEVILLE
Security Guard Services

Locations

Pleasant Grove Wastewater Treatment Plant (PGWWTP), 5051 Westpark Drive, Roseville, CA 95747.

Electric Department Yard, Corporation Yard, 2090 Hilltop Circle, Roseville, CA 95747

Corporation Yard, 2005 Hilltop Circle, Roseville, CA 95747

Hours of Coverage

Foot/Vehicle Patrol Guard (PGWWTP)

6:00 p.m. – 6:00 a.m.

seven days per week, 365 days per year

**see map

Foot Patrol (Electric Department Yard)

9:00 p.m. - 7:00 a.m. Monday – Friday

9:00 p.m. - 5:00 a.m. Saturday/Sunday

seven days per week, 365 days per year

Foot Patrol with Deggy Wand (Corporation Yard)

9:00 p.m. – 5:00 a.m.

Seven days per week, 365 days per year

**see map

Additional: On-call as-needed for events (i.e. fire watch, special events)

Note: It is the responsibility of the security guard company to meet with the participating City departments/divisions to coordinate a written set of instructions for security guard(s) at each duty post (Post Orders). The written Post Orders shall be approved and signed by both the City department/division and security company.



City of Roseville Corporation Yard

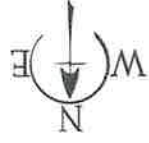
2005 Hilltop Circle, Roseville, CA 95747

1. Administration Building
2. Administration Parking
3. Derailment Yard
4. Electric Service Center
5. Electric Operations
6. Electric Warehouse
7. Purchasing/Warehouse
8. Zero Emissions Bus Depot
9. Shops Building
10. Fire Training Center
11. Fleet
12. Fuel Island/Car Wash
13. Covered Parking
14. Electrical Yard
15. Lower Yard
16. Electrical Training

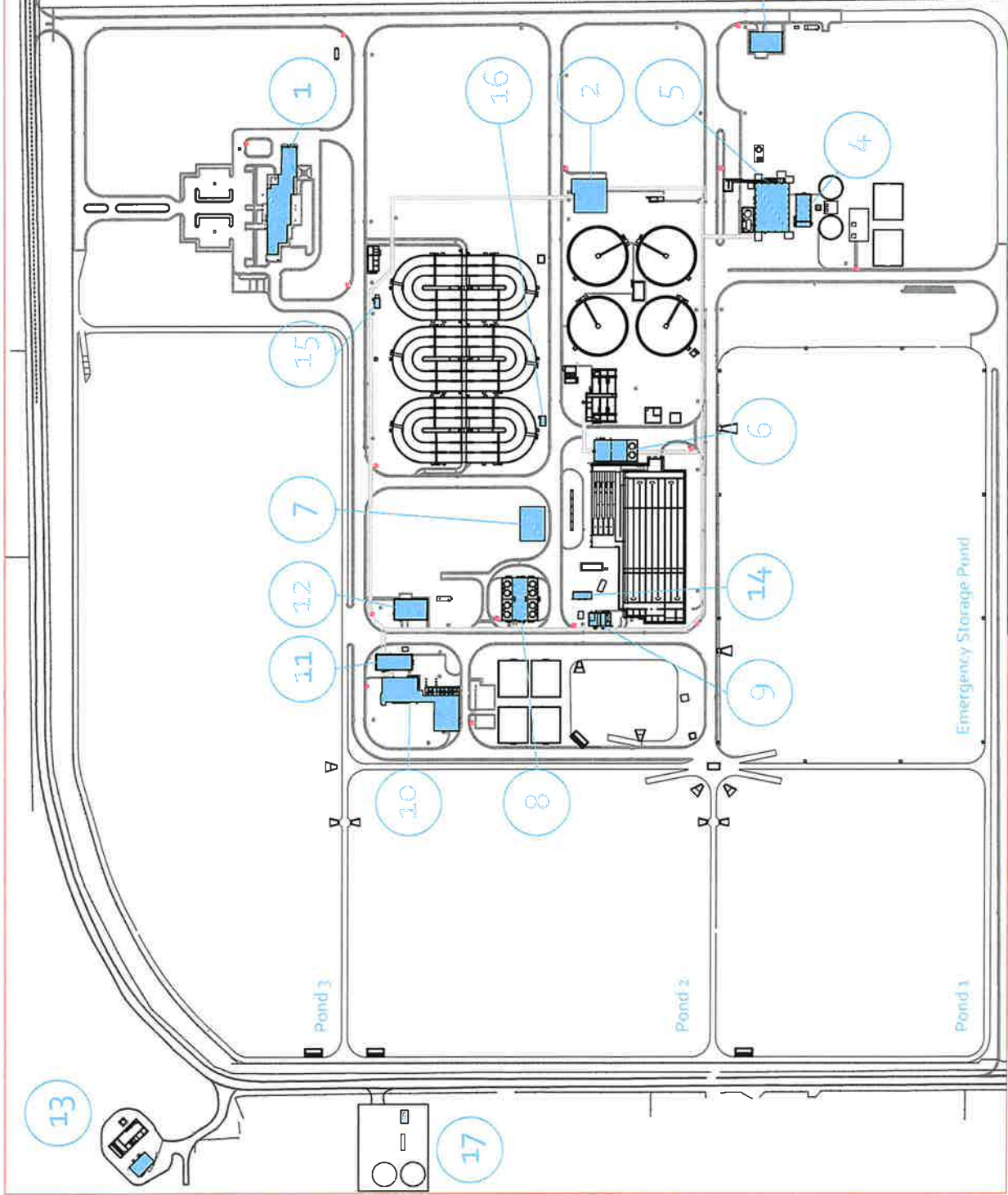


PLEASANT GROVE WWTP

5051 WESTPARK DR



- 1) Operations Building
- 2) RAS Building
- 3) Emergency Generator 1
- 4) WAS Building
- 5) Centrifuge Building
- 6) Filter Support
- 7) Warehouse
- 8) Chemical building
- 9) Bioassay Building
- 10) IPS building
- 11) IPS electrical
- 12) Emergency Generator 2
- 13) Bioassay 2
- 14) UV Electric Room
- 15) East Ox Ditch Electric
- 16) West Ox Ditch Electric
- 17) West Zone RW Tanks and Pump Station





COUNCIL COMMUNICATION

CC #: 2891
File #: 0203-02

Title: Fleet Management Information System Replacement Project - Contract Purchase Agreement Amendment
Contact: Brandy LeBeau 916-774-5531 blebeau@roseville.ca.us

Meeting Date: 9/6/2023
Item #: 7.5.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve a contract purchase agreement amendment for the Fleet Management Information System Replacement Project with TT FASTER LLC dba FASTER Asset Solutions adding the motor pool module, and authorize the City Manager to execute the amendment. Additionally, staff recommends authority for a 10% contingency.

BACKGROUND

The Public Works Fleet Services division manages a fleet of vehicles utilized as loaner vehicles when our customers drop off their vehicles for service and are available for rent when a customer needs an additional vehicle. The loaner vehicle program is currently a manual tracking process. These limitations have led to increased costs, inefficient staff time and business workflows, and limits the City's ability to manage its fleet effectively.

The Public Works Fleet Services division is converting the fleet management information system (MIS) to a new software system called FASTER Asset Solutions. FASTER Asset Solutions offers a motor pool software application that integrates with the new MIS. This new system will allow for vehicle sharing and renting through an automated key box thereby streamlining the current process, reducing the amount of required oversight, and minimizing manual processes.

In addition, this upgrade will provide the ability for fleet services to convert our department owned pool vehicle program into a true, shared City pool car fleet program that could be used by the numerous departments located near the Civic Center. This will provide efficiency and cost savings by reducing the number of pool vehicles the City needs to purchase and maintain while maximizing the use of those vehicles. Employees with assigned vehicles, like inspectors, would continue to have department specific vehicles that would not be a part of this shared motor pool.

Fleet Services will implement and work through any challenges with the motor pool software using the loaner/rental fleet before working with downtown departments to determine which vehicles are

appropriate to convert from department pool vehicles to City pool vehicles.

The loaner/rental program should be converted to the new system in 2024, while conversion of the department pool vehicle fleet may not occur until 2025.

FISCAL IMPACT

The project was approved as part of the FY2020-21 budget process with a budget of \$500,000. The funding for this project comes from the Fleet Services and Fleet Replacement Funds. The original contract with Faster was for \$217,855. The amended contract shall not exceed \$296,584. There is sufficient funding in the project budget to cover the amended contract amount including the requested 10% contingency. No General Fund impact is associated with this request.

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 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 23-348

CPA Amendment

RESOLUTION NO. 23-348

APPROVING A CONTRACT PURCHASE AGREEMENT AMENDMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND TT FASTER LLC DBA FASTERASSET SOLUTIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement amendment (3002584) regarding the Fleet Management Information System Replacement Project, between the City of Roseville and TT FASTER LLC dba FASTER Asset Solutions, has been reviewed by the Council; and

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.

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

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 Purchase Agreement 3002584

Supplier Details:

Company TT FASTER LLC dba FASTER Asset Solutions
Contact Steve Specht
Address 760 Lynnhaven Pkwy Ste 203

Virginia Beach, VA 23452

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 3002584

Agreement	3002584
Agreement Date	20-OCT-2022
Change Order	2
Change Order Date	07-AUG-2023
Revision	2
Agreement Amount	296,584.00 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 **TT FASTER LLC dba FASTER Asset Solutions**
 760 Lynnhaven Pkwy Ste 203

Virginia Beach, VA 23452

Phone: ()
Fax: ()
Email:

Description of Labor, equipment and/or materials **AMENDMENT #1**
 Contract Purchase Agreement 3002584 ("AGREEMENT"), which was executed on 12/7/22, is hereby modified as follows:

The total cost of service payable under this agreement is modified from \$217,855.00 to \$296,584.00. The purpose of this modification is for the addition of the MotorPool Asset Sharing, Rental & Reservations System in accordance with the attached TT FASTER LLC dba FASTER Asset Solutions quote 1854 v2 dated 8/6/23.

Please contact Brandy LeBeau in Fleet at (916)774-5531 OR BLeBeau@roseville.ca.us for questions regarding this agreement.

*All other provisions of the agreement shall remain unchanged and in full force and effect.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15384	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 3002584

Supplier

DocuSigned by:
Signature: Bill Nix
C07E5FFE55F9440...
Print Name: Bill Nix

Title: CFO Greater Sum Ventures, managing member/partner of TT Faster, LLC

Date: 8/7/2023

Supplier

Signature: _____

Print Name: _____

Title: _____

Date: _____

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____



SOLUTION PROPOSAL

FLEET MANAGEMENT SOFTWARE

FASTER

Brandy LeBeau

City of Roseville

Quote #: 1854 v2

Quote Date: Aug 6, 2023

Quote Expires: Sep 18, 2023



Quote

FASTER Asset Solutions Quote and Proposal



Brandy LeBeau

Fleet Manager

City of Roseville

FASTER Asset Solutions is pleased to submit our proposal, City of Roseville, CA - Motor Pool. FASTER has been in business since 1982 and provides FMIS systems to cities, counties, states, universities, airports, transit, public utilities, and private companies. FASTER is the largest provider of fleet management information systems (FMIS) to municipal governments in North America. We also believe FASTER is a superior choice because of the following key strategic differences in our company.

The Most Experienced Staff in the Industry:

Seventy percent of FASTER's technical staff have been with us for more than 10 years. Reference checks will also reveal that no other vendor offers the level of professional technical support staff and responsiveness as FASTER. This results in a better implementation experience along with superior ongoing support, which ultimately results in better system utilization and ROI.

FASTER Invests in the Long-Term:

No other systems provider offers better systems longevity or a more advanced and stable system. For nearly 40 years now we have continuously improved our system through three generations of technology. FASTER Web is our latest release and includes the ability to deploy as a cloud-based or on-premises system and integrate easily with other software through API technology.

We are Product and Service Focused:

Likely the most important distinction of our company is that FASTER is product and service focused. Our strategy to continually reinvest in our products, solutions, and staff, allows us to build a reputation with our customers and partners to have industry leading software and the most responsive and knowledgeable support team in the asset management space.

Thank you for the opportunity to earn your business. If there is any additional information we can provide, or questions we can answer, please don't hesitate to let us know.

Sincerely,

FASTER Asset Solutions

FASTERasset.com | [LinkedIn](#) | [Facebook](#)



Sales@fasterasset.com

757.623.1700

Troy Haworth

troy.h@fasterasset.com



Quote

FASTER Asset Solutions

760 Lynnhaven Pkwy, Suite 203
Virginia Beach, VA 23452
United States

T: 4023055850

Quote #	1854 v2
Date	Aug 6, 2023
Expires	Sep 18, 2023
Contact	Troy Haworth

Prepared for City of Roseville
Brandy LeBeau
2005 Hilltop Circle #170
Roseville, CA 95747
United States

T: (916) 774-5531
E: blebeau@roseville.ca.us

ACCEPT QUOTE

City of Roseville, CA - Motor Pool

FASTER MotorPool

One-Time Fees

Category	Item	Qty
LICENSE / MotorPool	MotorPool Asset Sharing, Rental & Reservations System MotorPool Asset Sharing, Rental and Reservation System/Add-on is a comprehensive system for managing motor pools, asset sharing, rental and reservations, which is available both as an add-on to FASTER Web and as a standalone system. With unlimited user access (named accounts), this web-based rental and reservation application is designed for both attended and unattended motor pools. It provides simple and sensible workflow processes that are user friendly for both the customer and end user. Its flexible rate structures, configuration, and consolidated billing provides the ability to seamlessly manage multiple pool locations. - MotorPool is a software application. Key box hardware and/or telematics hardware and infrastructure are available as an optional add on. - Current or legacy MotorPool product data may be converted to the new FASTER Web-based MotorPool product on a custom basis as an optional add on. - Data conversion services for asset master records and users is available as an optional add on. - MotorPool is available as both an add-on to FASTER Web or as a standalone system. - MotorPool is deployed within 10 business days of go-live date if purchased with FASTER Web - Implementation includes two sessions, a system overview meeting for key users and stakeholders and live remote go-live training for users. - Standalone MotorPool deployment implementations include the following additional sessions - Two additional live remote user trainings for the Asset and Accounting modules.	1
	Item Discount (\$2,000.00)	
	Faster Asset (Code: 204)	
Professional Services / Training	MotorPool System Overview & Configuration Sessions System overview and configuration session activities take place via live remote web-based session to prepare and train customer for set up and software configuration.	1



Category	Item	Qty
Professional Services / Training	Faster Asset (Code: 511mp)	
	MotorPool System Training/Go Live Remote MotorPool Operations User Training (includes dispatchers, reservationist and admin). • Additional classes may be purchased if needed. • Onsite training is available and can be quoted at customer's request.	1
SETUP / MotorPool	Faster Asset (Code: 512mp)	
	KEYBOX Setup Fee Setup of keybox equipment with FASTER Motorpool Module This requires the separate purchase of one or more KEYper Systems Inc. key box(es) model: KEYper MXi Lock-in. FASTER has developed with KEYper Systems a special version of the KEYper MXi Lock-in that can integrate with FASTER Web MotorPool. The key box(es) must be procured through FASTER along with the Integration. (Note: Upgrades and Support for this integration add-on software is separate from the manufacturer's warranty and support information and cost.) The FASTER Web MotorPool Key Box Integration allows fleet operations to provide attendant-less dispatch and return of MotorPool assets using a KEYper Systems key box. Key fobs associated with an asset in FASTER Web MotorPool are used to track the dispatch and return of asset reservations through the key box. • Enables attendant-less vehicle dispatch and return • Users will use FASTER Web's MotorPool interface to create and edit asset reservations. • Drivers will pick up and return keys via the key box. • Optional upgrade to for driver to input a meter reading at the key box during asset return. • Sends automated email notifications: • Multiple cabinet capacity supported (daisy chaining) 10% Item Discount (\$1,030.00) Code: 062kbi	1
EQUIPMENT	KEYper MXI LOCK-IN COMPLETE SYTEM Complete system includes 1 year of Premier Plus warranty and support plus the following components • Locking Cable Seals • Battery Backup UPC • Sturdi Fobs • Biometric Fingerprint Reader • USB FOB Reader (1) • Wire Cutter • Digital Camera • Network Cable KEYper Systems (Code: MKEXXIC) <u>KEYper MXi System Option:</u> KEYper MXI LOCK-IN 32 COMPLETE (MKE32IC) KEYper MXI LOCK-IN 64 COMPLETE (MKE64IC) KEYper MXI LOCK-IN 96 COMPLETE (MKE96IC)	1



Quote

Category	Item	Qty
SHIPPING	Keybox Shipping	2
	Standard shipping fee per keybox.	
	Code: KEYSHIP	
EQUIPMENT	065s: Key Box Stand	2
	065s: Key Box Stand	
	KEYper Systems (Code: 065s)	

One-Time Subtotal	\$75,579.00
Discount	(\$3,030.00)
Total One-Time	\$72,549.00 USD

Annual Fees

Category	Item	Qty
SUPPORT and MAINTENANCE / MotorPool	MotorPool System Annual Support and Maintenance	1
	Asset Sharing, Rental & Reservations System annual support, maintenance and lifetime upgrades.	
	FASTER (Code: MPANN)	

Please contact us if you have any questions.

Total Annual Support And Maintenance	\$6,180.00 USD
---	-----------------------

ACCEPT QUOTE

Cost Breakdown

Category	One-Time Fees	Annual Fees
LICENSE / MotorPool	\$30,900.00	—
SUPPORT and MAINTENANCE / MotorPool	—	\$6,180.00
Professional Services / Training	\$3,000.00	—
SETUP / MotorPool	\$10,300.00	—
EQUIPMENT	\$30,779.00	—
SHIPPING	\$600.00	—
Discount	(\$3,030.00)	—
Total	\$72,549.00 USD	\$6,180.00 USD



Quote



- Standard agreement for recurring pricing model is 60 months.
- Cancellation of service prior to term expiration will result in an early termination fee equal to 85% of the recurring fees for the remaining term period.
- PAYMENT TERMS:
 - One Time Fees: 30% at Purchase Confirmation/30% at Installation of Software/20% at System Overview/20% at Delivery of Converted Data, Go Live.
 - Annual Recurring Fees are not due until the first anniversary of the contract.

Legacy Data Preparation and Cleanup

FASTER Asset Solutions always recommends that customers confirm that all legacy system data is current, accurate, and in good order. Data maintained in good order from previous systems will not typically require any corrections and can be imported effectively and efficiently into the FASTER Web product without issue. In the event that there are legacy data issues that require correction by the customer, FASTER Web consultants will support those efforts for our customers by providing guidance and advice.



COUNCIL COMMUNICATION

CC #: 2902
File #: 0203-05

Title: Avaya Voice Over Internet Protocol Phones - Purchase Order
Contact: Karl Grover 916-774-5145 kgrover@roseville.ca.us

Meeting Date: 9/6/2023
Item #: 7.6.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council approve a purchase order to Atlas Systems, Inc. as the lowest responsive and responsible bidder for Request for Quotations 10-3347 for the purchase of Avaya Voice Over Internet Protocol (VoIP) phones.

BACKGROUND

The City's current phone system infrastructure is nearing its end of life and support. The Voice Over Internet Protocol project replaces infrastructure, upgrades software and, for this specific effort, replaces phones used throughout the City both in offices and call centers. Phone replacements occur typically every 15 years. Replacement of the phones will complete this multi-stage project and provide a phone system full of functionality and long-term reliability.

A formal request for bid was issued with the following vendor responses:

Bidder	Total
Atlas Systems, Inc. Auburn Hills, MI	\$162,349.00
ConvergeOne Bloomington, MN	\$253,115.09
Cymbal Communications Bartlett, IL	\$217,385.00
Itech Devices, Inc. Fremont, CA	\$167,807.68
Prospect Computer and Communications, Inc. San Diego, CA	\$171,254.00

Step CG, LLC Covington, KY	\$226,946.94
Synergy Telecom, Inc. Indianapolis, IN	\$185,207.00
vCloudTech, Inc. Rolling Hills Estates, CA	\$349,368.08
VOX Network Solution Tulsa, OK	\$231,780.00

The bid documents requested the grand total without taxes.

After staff reviewed the bids, Atlas Systems, Inc. was determined to be the lowest responsive and responsible bidder.

FISCAL IMPACT

The purchase order amount of \$174,931, including taxes, is funded by the Phone System Upgrade capital improvement project in the Information Technology Replacement Fund, enterprise funds, and other internal service funds. There are no recurring costs related to the phone equipment.

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 phone equipment 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,

Karl Grover, Information Technology Program Manager

Hong Sae, Chief Information Officer

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Atlas Bid Submission



Issued By:
Finance Department, Purchasing Division
311 Vernon Street, Roseville, CA 95678
Telephone: 916-746-1100 Fax: 916-746-1115

FORMAL INVITATION FOR BID AND AWARD
RFQ NO. 10-3347

DATE ISSUED: July 18, 2023

All sealed bids must be submitted through publicpurchase.com and received by 3:00 p.m., Pacific Time on August 8, 2023. The bid summary may be viewed by accessing publicpurchase.com after the bid close date and time. All bids are subject to the Terms and Conditions of this Invitation for Bids and the accompanying Schedule, such other contract provisions, specifications, drawings, or other data as are attached or incorporated by reference in the Schedule for furnishing the equipment, supplies, or services described in the accompanying Schedule.

BONDS: Bid bond in the amount of **0%** of the total bid amount is required. A labor and materials payment bond and a faithful performance bond in the amount of **0%** of the total amount of the bid shall be furnished by the successful bidder in accordance with Paragraph 10 of Terms and Conditions of Invitation for Bid.

General information and instructions to bidders are contained in the terms and conditions on the attached pages.

SCHEDULE

Quote your best price for **Avaya Voice Over Internet Protocol (VoIP) phones** shipped FOB to the City of Roseville (with delivery included in price) in accordance with all specifications, terms, conditions, and attachments of RFQ 10-3347. Pricing must include all fees. No additional charges will be allowed.

Total Price \$ 162,349 _____ (*transferred from bid pricing worksheet)

DO NOT INCLUDE SALES TAX IN YOUR BID

Note:

1. Attached "Bid Bond" label **MUST** appear on the outside of the envelope when submitting a bid bond. The lowest responsive and responsible bidder must send an original, signed (wet signature) bid bond, if applicable, to: City of Roseville, Civic Center, Attention: City Clerk, 311 Vernon St., Roseville, CA 95678 within 48 hours of notification by City staff. All bidders must upload an electronic PDF copy of their bid bond to publicpurchase.com at the time of submitting their bid.
 2. You **MUST** submit one (1) **original bid response** (uploaded PDF to publicpurchase.com).
 3. All questions, addenda, bid summary and Notice of Intent to Award will be posted in publicpurchase.com. Failure of bidder to return a signed addendum may be cause for rejection of their bid. It is the bidder's sole responsibility to monitor Public Purchase.
 4. **Bid Question Deadline is 8/1/23 at 3:00 p.m.**
 5. Bidder agrees to offer the other public entities, public utilities, or non-profit public benefit corporations the item(s) quoted herein under the same terms and conditions of the RFQ for a period of up to 1 year from contract award date.
- YES ☒ NO _____ (select one)

In compliance with the above, the undersigned offers and agrees to furnish any or all of the items or services enumerated on which prices are quoted at the unit price set opposite each item and deliver them at the designated point(s) within the time specified.

BIDDERS MUST COMPLETE THE FOLLOWING:

Discount terms: 1____% 0____ days. Delivery will be completed within 14____ calendar days after receipt of order.

COMPANY: Atlas Systems, Inc.

ADDRESS 1220 Centre Rd.

Auburn Hills, MI 48326

AUTHORIZED CONTACT: Chris Klow

TITLE: Vice President

TELEPHONE: 888-567-5194 x220

EMAIL: chris@atlasphones.com

(print)

FEDERAL TAX CLASSIFICATION:

____ LIMITED LIABILITY COMPANY ____ PARTNERSHIP
____ SOLE PROPRIETOR X____ CORPORATION

DATE:

SIGNATURE OF CONTACT AUTHORIZED TO SIGN BID:

*** You must return this page with your bid response. ***



COUNCIL COMMUNICATION

CC #: 2907
File #: 0203-12

Title: Personal Protective Equipment - Purchase Order
Contact: Ryan Harrigan 916-774-5820 rharrigan@roseville.ca.us

Meeting Date: 9/6/2023
Item #: 7.7.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution to approve a purchase order, not to exceed \$700,000, for the purchase of personal protective equipment to Allstar Fire Equipment, a Lion Corporation authorized reseller, based on the Master Price Agreement (Contract # PS20065) as a qualified government member of National Purchasing Partners.

The initial contract term ended on April 13, 2023 with possible extensions through June 13, 2026. Staff requests authorization to continue renewing the contract without further council approval, upon verification of the approved optional renewal years on the piggyback contract, until the contract expires, or until staff determines that continuing with the same vendor is not in the City's best interest.

BACKGROUND

Staff requests authorization to purchase personal protective equipment from Lion Corporation's authorized reseller, Allstar Fire Equipment, until April 13, 2024, based on a competitively bid contract through National Purchasing Partners (NPP). This is a publicly solicited contract established through a Request for Proposals process conducted by the League of Oregon Cities (Contract #PS20065) for the initial term of August 13, 2020 to April 13, 2023, with extensions through June 13, 2026.

The Fire Department has an ongoing requirement to maintain proper personal protective equipment (PPE) for the operational staff. The PPE requirements and recommendations are outlined in the guidelines from the National Fire Protection Association and Occupational Safety Health Administration regulations. This includes a life span of ten years for structural turnout clothing.

The structural turnout clothing (PPE) is used by fire and rescue personnel when fighting fires, responding to vehicle accidents, and when incidents such as gas leaks occur. The clothing provides protection from heat, steam, blood borne pathogens, falling objects, and provides for visibility/identification. It is imperative that this equipment is in good working order at all times. Every firefighter is assigned two sets of structural turnout clothing (PPE) to allow for cleaning,

inspections, repair and, if necessary, replacement. As new staff are hired, new sets need to be purchased for those individuals.

FISCAL IMPACT

The total purchases for July 1, 2023 to April 13, 2024 will not exceed \$300,000, which is included as part of the Fire Department's annual budget. For the remaining extended terms of the contract, annual spend will not exceed \$200,000 for April 14, 2024 - April 13, 2025 and \$200,000 for April 14, 2025 - April 13, 2026, for a combined total of \$700,000 over the terms of the contract extensions.

The contract will be encumbered annually pending Council approval of the budget for each year and verification of the approved optional renewal on the NPP contract.

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 personal protective equipment meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

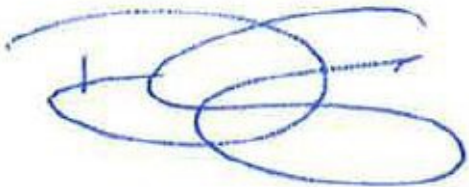
Goal C - Maintain a Safe & Healthy Community

Goal E - Deliver Exceptional City Services

Respectfully Submitted,

Ryan Harrigan, Fire Division Chief

Rick Bartee, Fire Chief



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-359

NPP Contract Extension Letter

Master Price Agreement

RESOLUTION NO. 23-359

APPROVING A PURCHASE ORDER FOR PERSONAL PROTECTIVE EQUIPMENT

WHEREAS, a purchase order for personal protective equipment, between the City of Roseville and Allstar Fire Equipment, has been reviewed by the Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said purchase order is hereby approved and the City Manager or his designee is additionally authorized to continue renewing the purchase order without further contract Council approval, upon verification of the approved optional renewal years on the piggyback contract until that contract expires or until staff determines that continuing with the same vendor is not in the City's best interest.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



Friday, April 14, 2023

RE: Contract Number: PS20065 – FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (RFP 1915)

To Whom it May Concern:

Through this letter, I wish to notify you that, pursuant to section 3.1 of the aforementioned agreement between the League of Oregon Cities and LION, the agreement has been automatically extended one-year until the anniversary of the Effective Date in 2024.

Sincerely,

DocuSigned by:

A49AFD929F7246E...

Patricia M. Mulvihill
Executive Director
League of Oregon Cities

LEAGUE OF OREGON CITIES

MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the "Effective Date") by and between the LEAGUE OF OREGON CITIES, an Oregon public corporation under ORS Chapter 190 ("LOC" or "Purchaser") and LION ("Vendor").

RECITALS

WHEREAS, the Vendor is in the business of selling certain FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE), as further described herein; and

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

WHEREAS, through a solicitation for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE) the Vendor was awarded the opportunity to complete a Master Price Agreement with the LEAGUE OF OREGON CITIES as a result of its response to Request for Proposal No. 1915 for FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE); and

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

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

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

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 "Agreement" shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser's Request for Proposal No. 1915 (herein "RFP") and Vendor's Proposal submitted in response to the RFP (herein "Vendor's Proposal") as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the "Contract Documents").

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 – AGREEMENT TO SELL

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

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

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

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

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

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

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

2.6 Extension of contract terms to Participating Agencies:

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

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

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

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

ARTICLE 3 – TERM AND TERMINATION

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

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

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

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

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

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

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

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

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

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

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

ARTICLE 5 – INSURANCE

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

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

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

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

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees, members and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs, obligations and liabilities (including, without limitation, reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the

Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years.

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

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

ARTICLE 7 – WARRANTIES

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

ARTICLE 8 - INSPECTION AND REJECTION

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

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

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

ARTICLE 9 – SUBSTITUTIONS

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

ARTICLE 10 - COMPLIANCE WITH LAWS

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

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

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

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

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

ARTICLE 12 - RIGHT TO AUDIT

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venture of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

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

If to Lead Contracting Agency:

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

If to Vendor:

LION
7200 Poe Ave.
Suite 400
Dayton, OH 45414
ATTN: Melissa Kirk
Email: mkirk@lionprotects.com

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

ARTICLE 16 - FORCE MAJEURE

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

ARTICLE 17 - WAIVER

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

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

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

ARTICLE 19 - SEVERABILITY

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

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

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

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

ARTICLE 21 - HEADINGS

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

ARTICLE 22 - MODIFICATIONS

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

ARTICLE 23 - GOVERNING LAW

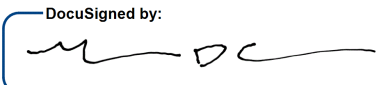
This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon or in the case of a Participating Agency's use of this Agreement, the laws of the State in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 - COUNTERPARTS

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

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

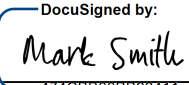
PURCHASER:

DocuSigned by:
Signature: 
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Printed Name: Mike Cully

Title: Executive Director
LEAGUE OF OREGON CITIES

Dated: 4/13/2020

VENDOR:

DocuSigned by:
Signature: 
474CBB00BB93411...
Printed Name: Mark Smith

Title: President
LION

Dated: 4/13/2020

ATTACHMENT A

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

FIRE FIGHTER PERSONAL PROTECTIVE EQUIPMENT (PPE)	
Product Category	Percentage (%) off List Price* (OR fixed price if % off pricing is not available)
Fire (Firefighter) Turnouts or Turnout Gear	35%
Wildland Fire Fighting Protective Gear Versa Pro/Versa Pro Plus	15%
EMS & General Fire Garments	-
• Technical Rescue TR51	35%
• Urban Search and Rescue	35%
• Emergency Medical Operations Protective Ensembles TR51	35%
• Station Wear	35%
Helmets	35%
CBRN	15%
Gloves	10%
Boots	20%
Accessories Turnout Only	35%
Protective Garment Laundry Machines	-
• Extractors	-
• Decontamination chemicals	-
Maintenance & Cleaning Services	20%
Particulate Blocking Hoods	15%
Med Pro	15%
Other LION Academy Online	NC

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

Participating Agencies may purchase from Vendor's authorized dealers and distributors, as applicable, provided the pricing and terms of this Agreement are extended to Participating Agencies by such dealers and distributors. Vendor's authorized dealers and distributors, as applicable, are identified in Attachment G, as may be updated from time to time with an amendment.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

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

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

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

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

ATTACHMENT D

to Master Price Agreement by and between VENDOR and PURCHASER.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between VENDOR and PURCHASER.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.

ATTACHMENT G

to Master Price Agreement by and between VENDOR and PURCHASER.

VENDOR AUTHORIZED DISTRIBUTOR LIST

Listed below is a list of authorized distribution partners provided by VENDOR. It is the intention that this agreement may be used by any of the members listed on the AUTHORIZED DISTRIBUTOR LIST.

LION AUTHORIZED DISTRIBUTION

- 1ST OUT SPECIALTY EQUIPMENT
- 5 ALARM FIRE & SAFETY EQUIPMENT
- ALASKA SAFETY INC
- ALLSTAR FIRE EQUIPMENT
- ARTESIA FIRE EQUIPMENT
- ASSOCIATED FIRE SAFETY
- BME Fire Fighter Supply, LLC
- C & S SPECIALTY
- CMP MAYER INC.
- DACO FIRE EQUIPMENT
- DICAR CORP
- ELIZACO
- FINLEY FIRE EQUIPMENT
- FIRE & SAFETY EQUIPMENT CO
- FIRE EQUIPMENT SPECIALTIES
- FIRE SUPPLY INC
- FIRE TECH AND SAFETY OF NEW ENGLAND
- FIRE-END & CROKER CORP
- HEIMAN FIRE EQUIPMENT
- MICMAC FIRE SAFETY SOURCE LTD.
- MID ATLANTIC FIRE AND AIR
- MID-AMERICA FIRE & SAFETY
- MOSES FIRE EQUIPMENT
- MUNICIPAL EQUIPMENT
- NORTH AMERICAN FIRE EQUIP CO
- PHOENIX SAFETY OUTFITTERS
- PIEDMONT FIRE INC
- POMASL FIRE EQUIPMENT
- PPE SOLUTIONS INC
- RED HOT FIRE EQUIPMENT
- SEA WESTERN INC
- SENTINEL EMERGENCY SOLUTIONS
- SPI HEALTH & SAFETY INC
- SUSQUEHANNA FIRE EQUIPMENT CO
- TOM SMITH FIRE EQUIPMENT CO
- TURNOUT FIRE & SAFETY
- UNITED FIRE APPARATUS CORP
- UNITED FIRE EQUIPMENT CO
- VOGELPOHL FIRE EQUIPMENT
- WITMER ASSOCIATES INC

Certificate of Completion

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Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Bill DeMars
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	1100 Olive Way
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	Seattle, WA 98101
	bill.demars@nppgov.com
	IP Address: 173.29.186.28

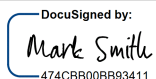
Record Tracking

Status: Original	Holder: Bill DeMars	Location: DocuSign
4/13/2020 4:02:25 PM	bill.demars@nppgov.com	

Signer Events

Mark Smith
Msmith@lionprotects.com
President
Security Level: Email, Account Authentication (None)

Signature

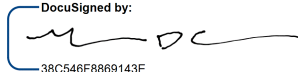
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Signed using mobile

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Electronic Record and Signature Disclosure:
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Mike Cully
mcully@orcities.org
Executive Director
Security Level: Email, Account Authentication (None)

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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

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Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	4/13/2020 5:41:42 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact National Purchasing Partners:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: bruce.busch@mynpp.com

To advise National Purchasing Partners of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at bruce.busch@mynpp.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from National Purchasing Partners

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

To withdraw your consent with National Purchasing Partners

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

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

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify National Purchasing Partners as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by National Purchasing Partners during the course of my relationship with you.



COUNCIL COMMUNICATION

CC #: 2915
File #: 0203-07

Title: Outage Management System and Interactive Voice Response Software
Maintenance and Support Services - Sole Source Contract Purchase Agreement
Contact: Steve Hancock 916-774-5631 sjhancock@roseville.ca.us

Meeting Date: 9/6/2023
Item #: 7.8.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a three-year sole source contract purchase agreement with DataVoice International, Inc. (DataVoice) for software maintenance and support services. Staff additionally requests authority for the City Manager, or his designee, to execute two 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.

BACKGROUND

Since selecting DataVoice through a competitive bid process in 2020, the Electric Department has been using their proprietary Interactive Voice Response (IVR) and Outage Management System (OMS) software to enable customers to report, confirm, and remain notified of power outages or restoration times as well as provide Electric Department staff the ability to manage, track and predict outages and their sources. DataVoice is the sole source for software maintenance and support including items such as software updates, security patches, remote system monitoring and after hours system support.

FISCAL IMPACT

The total cost of this three year agreement is \$455,131.63. The cost for the first year is \$142,961.31 and funding is included in the FY2023-24 Electric Fund budget. The estimated cost for the second year is \$151,538.99, third year is \$160,631.33, optional fourth year is \$171,875.51 and the optional fifth year is \$183,906.80. Funding for future year services is contingent on the approval of the respective Electric Department budgets.

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 to 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 contract purchase agreement with DataVoice 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,

Steve Hancock, Senior Electric Business Analyst

Daniel Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-364

Contract Purchase Agreement

RESOLUTION NO. 23-364

APPROVING A 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

WHEREAS, a contract purchase agreement (3003109) for Outage Management System and Interactive Voice Response software maintenance and support services, by and between the City of Roseville and DataVoice International, Inc., has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to execute 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.

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 3003109

Supplier Details:

Company DataVoice International Inc
Contact Denna Sandoval
Address 2220 Bush Drive

McKinney, TX 75070

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 3003109

Agreement	3003109
Agreement Date	28-JUN-2023
Change Order	1
Change Order Date	28-JUN-2023
Revision	0
Agreement Amount	455,131.63 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 **DataVoice International Inc**
 2220 Bush Drive

McKinney, TX 75070
Phone: (972) 390-8808
Fax: ()
Email: kelli@datavoicent.com

Description of Labor, equipment and/or materials The supplier shall furnish all labor, equipment, and materials necessary to accomplish the annual system maintenance for the OMS and IVR in accordance with the attached DataVoice International, Inc. Proposal dated 3/17/23 utilizing the negotiated terms and conditions for DataVoice International, Inc dated 9/2/21. The "Attachment B License and Maintenance/Support Agreement" shall also be incorporated by reference into this agreement.

Start Date: Upon Executed Agreement
 End Date: 7/31/26

Please contact Steve Hancock in the Electric Department at (916)774-5679 for questions regarding this agreement.

**Total cost listed is an approximation only. The City does not guarantee whatsoever the actual value of this contract.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	14501	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 Terms and Conditions

1. To the fullest extent allowed by law but subject to the limitations of liability set forth in Attachment B, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given ninety (90) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
5. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
6. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
7. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Consultant's software is licensed, not sold, pursuant to the terms and conditions set forth in Attachment B, attached hereto and incorporated herein by reference. The terms of said Attachment B shall apply to licensing and support services as set forth therein.
8. 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>
9. Consultant agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Consultant shall submit a certificate evidencing such coverage for the period

covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.

- c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:
 - (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater. Notwithstanding the foregoing, this additional insured endorsement applies to the Commercial General Liability and Auto Liability policies only. It does not apply to Worker's Compensation and Employers Liability Insurance.
- d. Cancellation/Modification. In the event that Consultant's insurer cancels the Commercial General Liability policy, Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right. Annual Certificates of Insurance evidencing coverage is in place will be provided. Copies of Policies or Endorsements: Only certificates of Insurance are prepared for Certificate Holders.
- h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability

policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and sub consultants. This waiver of subrogation does not to Consultant's Professional Liability policies.

- i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
10. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
11. 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.
12. 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.
13. 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.
14. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
15. 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.
16. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
17. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
18. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and

in no event less than reasonable in view of the type and nature of the information involved.

19. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.
20. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
21. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City.
22. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.
23. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
24. 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.
25. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

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

Roseville Business License No. _____

Contractor License No. _____

DIR Registration No. _____

Check mark the applicable company type below:

____ **X** ____ Corporation

Contract Purchase Agreement 3003109

_____ Limited Liability Company

_____ Partnership

_____ Sole Proprietor

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

*Information Technology T&C Negotiated for DataVoice International, Inc
REV 09/02/21 JS*

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

General - Required Coverage/Documentation

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

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

Construction: _____

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

Design Professional: _____

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

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: X _____

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

Hazardous Materials: _____

Pollution Liability:
\$1 Million/occurrence

Special Events/Caterers-Vendors: _____

No auto required
No workers' comp required

Professional Counseling/ Psychological: _____

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

Pyrotechnics: _____

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

Chemical/Environmental: _____

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

Insurance Submission Process

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

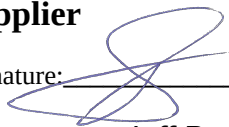
How It Works

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

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

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

Supplier

Signature:  _____

Print Name: Jeff Bender

Title: CEO

Date: 2023-08-03

Supplier

Signature:  _____

Print Name: Todd Richardson

Title: CFO

Date: 2023-08-03

City of Roseville, A Municipal Corporation

Signature: _____

Print Name: **Dominick Casey**

Title: **City Manager**

Date: _____



Proposal

To provide:
3 Year Maintenance
Agreement
with 2 additional 1-year option

For:
Roseville, City of
Roseville, CA
Presented to:
Steve Hancock

Issued:
March 17, 2023

Contact:
Kendra Banton
Account Manager

DataVoice International
760 N. Watters Road, Ste 100
Allen, TX 75013
(972)390-8808

Roseville, City of – Maintenance Agreement
March 17, 2023

Statement of Maintenance Agreement:

Upon execution, DataVoice and the City of Roseville will enter into a 3- year maintenance agreement beginning August of 2023 through July of 2026. The pricing on this agreement does not include any future modules that may be purchased during the 3-year term.

Roseville	3-year Maintenance Agreement		
	2023-24	2024-25	2025-26
IVR Maint	\$27,313.73	\$28,952.55	\$30,689.70
OMS Maint	\$26,069.63	\$27,633.81	\$29,291.84
Fees	\$69,663.20	\$73,842.99	\$78,273.57
Total Existing Maintenance	\$123,046.56	\$130,429.35	\$138,255.11
Optional Items Maint	2023-24	2024-25	2025-26
AMI	\$1,894.75	\$2,008.44	\$2,128.94
SmartCE	\$2,120.00	\$2,247.20	\$2,382.03
Apprise (manager's app)	\$6,890.00	\$7,303.40	\$7,741.60
Work Pal	\$5,830.00	\$6,179.80	\$6,550.59
WorkPal Users 80 hours	\$3,180.00	\$3,370.80	\$3,573.05
Total Optional Maintenance	\$19,914.75	\$21,109.64	\$22,376.21
Grand total	\$142,961.31	\$151,538.99	\$160,631.33

Whereas Roseville has requested two additional years as optional, the pricing would be as follows for each of those years:

	2 1-year add on options	
	2026-27	2027-28
IVR Maint		
OMS Maint	\$32,837.98	\$35,136.64
Fees	\$31,342.27	\$33,536.23
	\$83,752.72	\$89,615.41
Total Existing Maintenance	\$147,932.97	\$158,288.28
Optional Items Maint		
AMI	\$2,277.97	\$2,437.42
SmartCE	\$2,548.77	\$2,727.19
Apprise (manager's app)	\$8,283.51	\$8,863.36
Work Pal	\$7,009.13	\$7,499.77
WorkPal Users	\$3,823.16	\$4,090.78
Total Optional Maintenance	\$23,942.54	\$25,618.52
Grand total	\$171,875.51	\$183,906.80

1. PRICING

Prices quoted here are good for one hundred and twenty (120) days from the date of this document. Price includes all maintenance and fees for software currently installed at City of Roseville.

2. PAYMENT AND TERMS

In consideration for the software provided and services delivered by DataVoice, Customer agrees to pay DataVoice the amount due on invoices with payment terms of 'net 30 days' on all invoices.

3. LICENSE FEES FOR APPS

- a. License Fee Rates: DataVoice will invoice the license fees and maintenance at the rates listed above for the term of this agreement.
- b. Auto-Renewal: At the end of the three (3) year agreement, Roseville can decide to not renew. If a party does not want the License to renew, they must provide the other party written notice to this effect at least 30 days prior to the end of the current term.
- c. Prices are for quoted products and services only. Pricing for future and additional purchased products or pursuant to any Cooperative Purchasing Agreement will be at Harris then-current pricing and not based upon pricing in this Agreement.

4. CONDITIONS FOR MAINTENANCE - ACCESS

Customer shall make available a standard office environment on Customer's premises for on-site maintenance of the covered equipment, if required. Customer must ensure the premises shall not be exposed to excessive heat or cold. Customer shall also permit or arrange for access to the premises for DataVoice International, Inc.'s ('DataVoice') installation and maintenance personnel, and shall provide a suitable protected area for storage of the Equipment pending its installation. Customer shall supply all supplemental equipment required for the installation and maintenance such as, without limitation, conduits, commercial power, wiring, dedicated equipment room, A/C outlets, phone lines as described and requested, and appropriate access to same. If upon arrival to site, DataVoice is not able to start work due to lack of access or preparation on the part of the Customer, work stoppage time is billable. Customer service calls will be considered authorization to access and make system modifications in order to address the issue identified. Final testing, approval, and confirmation that any system changes are functioning properly will be the Customer's responsibility. Otherwise, DataVoice will not make system changes without customer notification and co-ordination of such activities.

5. RESPONSIBILITIES OF DATAVOICE INTERNATIONAL, INC

During the term of this agreement, DataVoice take commercially reasonable measures to:

- a. Under normal conditions, keep the DataVoice Software and covered hardware (if applicable) in good operating condition and shall provide maintenance when the covered hardware is inoperative and/or software fixes in a timely fashion.
- b. Software fixes will be provided in a timely fashion.
- c. Provide remote maintenance software for DataVoice System.
- d. Provide software for 24 hour system monitoring to detect software and hardware issues and identify when systems are unable to connect with third party applications.
- e. Install, maintain and upgrade all third party software applications such as PostGreSQL, Post GIS, Apache2, PHP, etc.
- f. Provide emergency technical support 24 hours a day.
- g. Install, configure and upgrade DataVoice supplied system software when patches or upgrades are available.
- h. Provide full system backup prior to any upgrade

- i. Provide release notes with new upgrade via Release Notes Portal.
- j. PCI Compliance Requirements: DataVoice's PCI compliance is limited to the communication between the caller and the credit card provider once the call has been transferred to the PCI IVR.
- k. If the call or any data is still resident on the utility's network, it is the responsibility of the utility to maintain the compliance for any hardware that is involved.
- l. To not disclose any confidential information provided by City to third parties, unless agreed upon in writing by both parties

6. RESPONSIBILITIES OF CUSTOMER

At all times during the term of this agreement, Customer shall:

- a. **Customer will designate a project manager responsible for keeping the project on schedule and ensuring delivery of requirements as specified.**
- b. Customer will maintain the room in which the DataVoice System is located in a clean and appropriate fashion which includes adequate air conditioning and lighting and adequate power outlets.
- c. Customer will not permit its agents, employees or third parties to attempt any repairs, maintenance, additions, deletions or any changes whatsoever unless instructed by a DataVoice technician on the repairs, while the equipment is covered by this Agreement unless a waiver is executed by both parties. Any such prohibited actions by Customer shall render any warranty obligations owed to Customer null and void. Once Customer has completed the DataVoice training, Customer reserves the right to make reasonable minor repairs or changes that may be necessary to keep the system operable as long as they do not alter any of DataVoice's software or proprietary data. This includes, but is not limited to, Customer's right to change voice recordings, minor system menu flow, and adding new users. Any other changes to the system shall be made by DataVoice or only upon DataVoice's express written permission.
- d. Provide an Internet connection to each DataVoice System for remote maintenance software. Customer shall keep this connection activated at all times.
- e. Customer will provide DataVoice with an up-to-date listing of all telephone lines, extension numbers connected to the DataVoice System.
- f. Customer is responsible for all backups of programs and operating system.
- g. Customer responsible for monitoring the health of the PC (including but not limited to the monitoring of disk space, memory utilization, etc.)
- h. Customer will designate a responsible individual and one alternate as the Customer contact for service coordination.
- i. Customer will not couple this equipment to any apparatus not approved by DataVoice.
- j. Customer will provide clean, stable uninterrupted AC Power.
- k. Customer will be responsible for notifying DataVoice of any password changes, upgrades, or IP address changes to any third party systems (if needed).
- l. DataVoice requires that the Customer provide a UPS system for the equipment.
- m. Customer will be responsible for running and maintaining anti-virus and anti-spyware software on any PC running DataVoice software. DataVoice does not permit real time scanning on any servers hosting DataVoice software.
- n. Customer will not disclose any confidential information provided by DataVoice unless agreed upon by both parties. This includes, but is not limited to, DataVoice training guidance, software, hardware, and any other data or information provided by DataVoice during a demonstration of services to Customer and/or during the term of this agreement. This provision shall survive the expiration or termination of this agreement.
- o. Customer will not install any software without written DataVoice approval.
- p. Customer understands and acknowledges that failure to maintain up-to-date systems in reasonable compliance with DataVoice IT specifications may result in additional support and other charges on a time and material basis.

6.1 SECURITY RESPONSIBILITIES OF CUSTOMER

Customer agrees to comply:

- a. **Passwords.** Customer agrees to comply with all DataVoice's security policies and procedures as provided to it and amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords, user ID's, log-in credentials and private keys assigned to its Users secret and confidential. User ID's, passwords, login-in credentials and private keys are for Customer's internal use only and Customer may not sell, transfer or sub-license them to any other entity or person except that Customer may disclose its private key to its agents performing work on its behalf. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's or log-in credentials and private keys, as well as any obligation that may result from such use. Customer agrees to notify DataVoice in writing if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify DataVoice immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer.
- b. **Compliance with Laws.** Customer represents and warrants to DataVoice that it and its Users will at all times be in compliance with all applicable local, state, provincial, federal and international laws, rules and regulations including but not limited to, those laws regarding restrictions on exports, defamation, libel, harm to reputation, invasion of privacy, misuse or failure to protect personal information, violation of secrecy, confidentiality, unfair competition and other situations which could generate liability.
- c. **Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as DataVoice's) computer systems, networks and any and all information stored therein. Customer is solely responsible for ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses), (ii) all transmissions are screened for viruses or other harmful code prior to transmission to DataVoice's servers; and (iii) Data is encrypted. Some content or Data may be subject to governmental regulations or may require security measures beyond those specified by DataVoice. Customer will not input or provide such content or Data unless DataVoice has first agreed in writing to implement additional required security measures.
- d. DATAVOICE AND ITS SERVICE DATAVOICE DO NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. DATAVOICE AND ITS SERVICE PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND PROVIDER SHALL NOT BE RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION. FURTHER, CUSTOMER DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD PARTY SERVICE PROVIDER.

7. RESTRICTIONS ON USE

Customer agrees to:

- a. Customer may not give away, rent, lease or otherwise sell, re-sell, sub-license, distribute or transfer the rights granted under this Agreement except as expressly permitted by this Agreement without the prior written consent of DataVoice.
- b. Customer will not reverse engineer, de-compile, translate or otherwise attempt to derive, or permit or help others to derive the source code relating to all or any part of the DataVoice's Software or Services or any other software included, or attempt to otherwise convert or alter the Software into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
- c. Customer may not modify, translate, adapt, alter, or create derivative works of the Documentation or DataVoice Content; however, Customer may duplicate Documentation and content, at no additional charge, for Customer's internal use so long as all required proprietary markings are retained on all duplicated copies.
- d. No third party, other than duly authorized agents or employees of Customer authorized herein, shall have access to or use of the Software.
- e. Customer shall not copy, frame or mirror any part or content of the DataVoice Software and services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
- f. Customer shall not access DataVoice Software or services in order to (i) build a competitive product or service; (ii) copy any features, functionality or graphics of the Software; or (iii) knowingly allow access to any competitor of DataVoice.

8. OBSOLESCENCE

DataVoice will not be held responsible for obsolete operating system software or hardware. Customer will be given the opportunity to replace such software or hardware provided Customer is covered under a warranty agreement. DataVoice will not be responsible for the replacement cost of obsolete operating system software or covered hardware or any damage or delays arising therefrom.

9. WARRANTY

DataVoice warrants the covered hardware against defective parts and workmanship for the date period determined on warranty options selection page. Upon notification of a defect, DataVoice shall have the option to repair or replace the defective part of the hardware (if covered), and such repair or replacement shall be Customer's sole and exclusive remedy. All replaced parts will become the property of DataVoice. All warranty parts shall be FOB Allen, Texas.

Services Occasioned By Other Than Normal Wear and Tear: DataVoice will provide services, including labor, and software at the Company's then prevailing rates when service is occasioned by other than normal wear and tear. Such occasions include, but are not limited to catastrophic occurrences, destruction of equipment to a degree rendering it non-usable, fault or negligence of Customer, its agents, employees, assignees, Customers, or lessees; or by occurrences external to the equipment such as, but limited to: war, fire, acts of God, power voltage fluctuation, power failure, air-conditioning failure, lightning damage, or overloading of equipment beyond the capacities recommended by DataVoice at the time of installation.

9.1 WARRANTY DISCLAIMER

- i. EXCEPT AS EXPRESSLY PROVIDED HEREIN, TO THE GREATEST EXTENT PERMITTED BY LAW, THE LICENSE, THE SOFTWARE, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER “AS IS” AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.
- ii. DATAVOICE, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE SOFTWARE, THE SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABLE QUALITY, MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, TITLE OR NON-INFRINGEMENT. DATAVOICE DOES NOT REPRESENT OR WARRANT THAT THE SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, FREE OF HARMFUL COMPONENTS, SHALL MEET ANY OR ALL OF CUSTOMER’S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE HOSTING SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED AND THAT ANY DATA WILL BE SECURE OR NOT OTHERWISE LOST OR ALTERED.
- iii. WITHOUT LIMITING THE FOREGOING, PROVIDER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.
- iv. NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF PROVIDER.

10. DEFAULT AND DELAY

If Customer breaches any provision of this Agreement, including, without limitation, its payment obligation, Customer shall in default hereunder, and all unpaid amounts shall at DataVoice's option, become immediately due and payable. Upon Customer's default, DataVoice shall have all the rights and remedies of a secured party under the Uniform Commercial Code, and any other applicable laws. DataVoice shall be entitled to recover reasonable attorney's fees and costs of collection associated with enforcing its rights hereunder. Additionally, once the initial project schedule is delivered, it is anticipated that the project to be completed within that agreed-upon timeframe. Any additional delay not solely attributable to DataVoice will entitle DataVoice to issue a change order for project management fees to extend the project beyond its original scheduled delivery.

11. UNCONTROLLABLE CIRCUMSTANCE

If the performance of any part of this contract by DataVoice is prevented, hindered, delayed, or otherwise made impractical by reason of any flood, hurricane, riot, fire, strike, explosion, war, or any other cause beyond the control of DataVoice, DataVoice shall be excused from such performance to the extent that it is prevented, hindered, or delayed by such causes. Upon the occurrence of any such events, DataVoice shall use its reasonable efforts to notify Customer of the nature and extent of any such conditions. It is also understood that all delivery, installation, and maintenance dates are approximate, and DataVoice shall under no circumstances be liable for damages – direct, special, consequential, or otherwise - resulting from delays in delivery, installation, cut over, or maintenance.

12. LIMITATIONS OF LIABILITY

The Organization and the Provider recognize that circumstances may arise entitling the Organization to damages for breach or other fault on the part of the Provider arising from this Agreement. The parties agree that in all such circumstances the Organization's remedies and the Provider's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.

- i. **EXCEPT FOR DAMAGES ARISING OUT OF THE DATAVOICE'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, BOTH PARTIES AGREE THAT THE DATAVOICE'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO PROVIDER BY CUSTOMER TO DATAVOICE DURING THE LAST TWELVE MONTHS OF THE THEN CURRENT TERM OF THIS AGREEMENT.**
- ii. **IN ADDITION TO THE FOREGOING NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.**
- iii. **CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.**

13. FORCE MAJEURE

Performance by either party of any obligation required of it hereunder will be excused if prevented by Acts of God, or public enemy, lightning strike, commercial power outage, war, riot, embargo, fire, explosion, sabotage, flood, accident; or without limiting the foregoing, any circumstances of like or different character beyond its reasonable control; or interruption of, or delay in transportation, shortage of failure of supply of raw materials or finished merchandise; labor trouble from whatever cause arising or compliance with an order, direction or request from any government officer, department or agency.

14. MEDIATION

Removed per City of Roseville's request.

15. SEVERABILITY

In the event of invalidity of any portion of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and DataVoice and Customer agrees to substitute for the invalid provision, a valid provision which must closely approximate the economic effect and intent of the invalid provision.

16. ASSIGNMENT

This Agreement may not be assigned by Customer without DataVoice's prior written consent. DataVoice and Customer hereby agree that there are no intended or incidental third party beneficiaries to this agreement. Customer shall provide 30 days written notice prior to Customer's dissolution, merger, or transfer in ownership.

17. ENTIRE AGREEMENT AND CHOICE OF LAW

This Agreement represents the entire agreement between DataVoice and Customer and supersedes any prior agreement negotiations between the parties. Both parties acknowledge they are not relying on any statements or representations (including pre-contractual presentations and product demonstrations) made during the contractual negotiations other than those expressly set out in this document, and therefore they effectively waive their rights to rely subsequently on anything said before the formation of this contract. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any disputes hereunder or related in any way to the subject matter of this agreement shall be a federal or state court or arbitration tribunal of competent jurisdiction in Placer County, California.

18. NO WAIVER

No modification of this Agreement shall be effective unless made in writing and signed by duly authorized representatives of the parties. None of the provisions herein shall be deemed waived because of previous failure to insist upon strict performance thereof. DataVoice and Customer each represent that they have the power and authority to enter into this Agreement and that this agreement constitutes a valid and binding obligation of each party.

19. SOVEREIGN IMMUNITY

To the extent Customer is provided immunity from suit and/or liability, Customer expressly waives any such immunity protection at law or in equity.

Roseville, City of Roseville,
CA 95747-9704

City Signature:

By: _____

Printed Name: _____

Title: _____ Date: _____

dataVoice International Inc.:

By: *Denna Sandoval*

Printed Name: Denna Sandoval

Title: Vice President

Attachment B

License and Maintenance/Support Agreement

THIS AGREEMENT is made between dataVoice International, Inc.("dataVoice"), and Roseville Electric Department ("City") Roseville, CA 95747-9704.

WITNESSETH

WHEREAS, dataVoice is engaged in the business of designing and developing Operations Control Software Systems and related products for the utility industry and has created and developed this software intended to assist a utility's ability to manage, report and control utility operations and is described in greater detail in this proposal (the "Software"); and

WHEREAS, City desires to utilize such Software in the management of its utility operations; and

WHEREAS, dataVoice and City believe it is in their mutual interest and desire to enter into an agreement whereby City would use dataVoice's Software to improve its operation management on its Local Area Network("LAN") pursuant to the terms and conditions hereinafter provided; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants of this Agreement, the parties hereto agree as follows:

1. PRICING

Prices quoted here are good for ninety (90) days from the date of this document. Price includes software license, database administration fees, installation, configuration, and acceptance testing.

2. LICENSE

A. dataVoice hereby grants to City, for the term of this Agreement, a nonexclusive, non-assignable, right and license to use the Software in connection with its business of managing utility services on one Server at City's designated location("Site"). The Site includes unlimited user seat licenses on the system. dataVoice will install the software on the LAN Server.

B. License is being conveyed to the City to use the software on one server or virtual server and at one physical location. City is prohibited from making any copies, archival or otherwise, of the Software with the exception of providing backups. City is further prohibited from using the Software in any manner other than as described above.

C. C. See the section MOBILE LICENSE FEES FOR APPS AND HOSTING FEES for any license fee or user fees.

3. TERM

This Agreement shall be effective as of the date of execution by both parties and shall extend for the period of one year thereafter, herein referred to as the ("Initial Term").

4. COMPENSATION

In consideration for the software provided and services delivered by dataVoice, City agrees to pay dataVoice the amount of \$325,249.00. Additional fees may apply, refer to sections: MOBILE LICENSE FEES FOR APPS AND HOSTING FEES and MAINTENANCE AND SUPPORT FEES.

Invoicing will be according to the Milestone Schedule(NEW_NAMED_LICENSED_SALE) below:

Milestone	Contingent On	mount
Contract Signing	50%	162,624.50
Start Project - Project Kickoff Meeting		0.00
Installation Complete	30%	97,574.70
Project Completed Ready for final testing	20%	65,049.80
Training		0.00
		0.00

Payment terms will be net 30 days.

5. MOBILE LICENSE FEES FOR APPS AND HOSTING FEES

In addition to the payments detailed in the section title COMPENSATION, City agrees to pay dataVoice for Mobile License and user fees and Hosting fees if applicable, these fees are reflected in the maintenance and support fees below,

6. MAINTENANCE AND SUPPORT FEES

dataVoice provides Software and Technical Support Agreement of \$ 57732.50 will be invoiced on the date of the issuance of the Certificate of Project Completion. Payment terms will be net thirty(30) days.

7. CONDITIONS

All software and services provided within the scope of this document have been priced accordingly and listed above. Any additional system requirements, software modules, software changes or configuration changes deemed necessary by the utility will be performed under a separate 'Change Order'. City may acquire new modules or Licenses any time during the year.

8. DELIVERY METHOD

Software will be delivered electronically.

9. ACCEPTANCE TESTING PROCEDURES dataVoice will:

- A. Electronically deliver and install the software on the City's server.
- B. Setup, configure and test the system.
- C. Provide Management a system presentation and issue a Certificate of Installation.
- D. City will be allowed ten(10) working days for System Testing and to report any issues to dataVoice in writing.
- E. Should an event occur that inhibits the City from performing System Testing during this time period, the City may submit a written request for an extension, however this extension must be approved by dataVoice.
- F. dataVoice will correct the identified issues then allow City five(5) working days to verify corrections.
- G. The above process will repeat until all issues are resolved or the five(5) day period has expired.
- H. dataVoice will then issue a Certificate of Project Completion and the final invoice.

10. DISCLOSURE AND CONFIDENTIALITY

All documents submitted by dataVoice, shall remain the property of dataVoice. Proposal information is proprietary, as such shall be treated as confidential. Information pertaining to the dataVoice obtained by the City as a result of participation in this project is confidential and must not be disclosed without written authorization from dataVoice, to the extent permitted by State Statutes.

11. CONFIDENTIAL INFORMATION

dataVoice shall use its reasonable best efforts to maintain and protect any confidential information delivered by City to dataVoice.

City acknowledges the Software and the documentation contain proprietary and confidential information of dataVoice. City agrees to keep the Software and documentation in confidence and to take all reasonable precautions to ensure that no unauthorized persons have access to nor use the Software and documentation, and that no unauthorized copies are made. Breach of this provision shall be grounds, at dataVoice's option, for immediate termination of this Agreement without further obligation to City.

Notwithstanding anything to the contrary in this paragraph or this Agreement, the parties acknowledge that State Statutes may govern the release of any information determined to be a public record and shall control in this Agreement without penalty or liability to either party. Release, retention or copying of any document or information consistent with State law shall not be a breach of this Agreement.

12. CONDITIONS FOR SUPPORT - ACCESS

City shall make available a standard office environment on City's premises for on-site maintenance of the covered equipment, if required. City must ensure the premises shall not be exposed to excessive heat or cold. City shall also permit or arrange for escorted access to the premises for dataVoice International, Inc.'s ('dataVoice') installation and maintenance personnel, and shall provide a suitable protected area for storage of the equipment pending its installation. City shall supply all supplemental equipment required for the installation and maintenance of software on City's server, such as, without limitation, conduits, commercial power, wiring, equipment room, A/C outlets, phone lines as described and requested, and appropriate escorted access to same. If upon arrival to site, dataVoice is not able to start work due to lack of access or preparation on the part of the City, work stoppage time is billable. City service calls to dataVoice will be

considered authorization for dataVoice to access and make system modifications in order to address the issue identified. Final testing, approval, and confirmation that any system changes are functioning properly will be the City's responsibility. dataVoice will not make system changes without providing City advanced notification and co-ordination of such activities.

13. RESPONSIBILITIES OF DATAVOICE

At all times during the term of this Agreement, dataVoice shall:

- A. Under normal conditions, keep the dataVoice Software and covered hardware (if applicable) in good operating condition and shall provide maintenance when the covered hardware is inoperative and/or software fixes are necessary, in a timely fashion.
- B. Provide remote maintenance access for dataVoice system.
- C. Provide software for twenty four (24) hour system monitoring to detect Software and hardware issues and identify when systems are unable to connect with third party applications.
- D. Install, maintain and upgrade all third party Software applications such as PostgreSQL, PostGIS, Apache2, PHP, etc.
- E. Provide emergency technical support twenty four (24) hours a day.
- F. Install, configure and upgrade dataVoice supplied system Software when patches or upgrades are available.
- G. To not disclose any confidential information provided by City to third parties, unless agreed upon in writing by both parties.

14. RESPONSIBILITIES OF CITY

At all times during the term of this Agreement, City shall:

- A. Setup and maintain VPN Internet connection for VPN Connection between City PBX and dataVoice's VoIP IVR.
- B. Provide dataVoice with an up-to-date listing of all telephone lines and extension numbers connected to the dataVoicesystem.
- C. Designate a responsible individual and one alternate as the City contacts for service coordination.
- D. Not couple this equipment, if provided to any apparatus not approved by dataVoice.
- E. Notify dataVoice of any password changes, upgrades, or IP address changes to any third party systems, if needed.
- F. Not disclose any confidential information provided by dataVoice unless agreed upon in writing by both parties, except as provided for in this Agreement. This includes, but is not limited to, dataVoice's training guidance, Software, hardware, and any other data or information provided by dataVoice during a demonstration of services to City and/or during the term of this Agreement. This provision shall survive the expiration or termination of this Agreement.
- G. Not install any other software on the system server without written dataVoice approval.

15. OBSOLESCENCE

dataVoice will not be responsible for the replacement cost of obsolete operating system software or covered hardware or any damage or delays arising therefrom.

16. WARRANTY

dataVoice warrants the Software and covered products against defective parts and workmanship for the term of this Agreement. Upon notification of a defect, dataVoice shall have the option to repair or replace the defective part of the Software or hardware (if covered), and such repair or replacement shall be City's sole and exclusive remedy. All replaced parts will become the property of dataVoice. All warranty parts shall be FOB Allen, Texas.

DATAVOICE FURNISHES THIS WARRANTY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL WARRANTIES SHALL BE VOID AS TO THE EQUIPMENT DAMAGED OR RENDERED UNSERVICEABLE BY NEGLIGENCE OR NON-DATAVOICE PERSONNEL, MISUSE, THEFT, VANDALISM, FIRE, WATER, OR OTHER PERIL, OR MOVING REPAIR, RELOCATION OR ALTERATION OF THE EQUIPMENT NOT AUTHORIZED BY DATAVOICE. DATAVOICE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. DATAVOICE'S LIABILITY IS LIMITED TO THE REPAIR OR REPLACEMENT OF DEFECTIVE PARTS. DATAVOICE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, DATAVOICE'S LIABILITY IS LIMITED AS DESCRIBED IN SECTION 19.

Services Occasioned By Other Than Normal Wear and Tear: dataVoice will provide services, including labor, and software at dataVoice's then prevailing rates when service is occasioned by other than normal wear and tear. Such occasions include, but are not limited to catastrophic occurrences, destruction of equipment to a degree rendering it non-usable, fault or negligence of City, its agents, employees, assignees, Citys, members, or lessees; or by occurrences external to the equipment such as, but limited to: war, fire, acts of God, power voltage fluctuation, power failure, air-conditioning failure, lightning damage, or overloading of equipment beyond the capacities recommended by dataVoice at the time of installation.

17. DEFAULT

If City shall materially breach any provision of this Agreement and such breach is continuing for a period of greater than sixty(60) calendar days, including, without limitation, its payment obligation, City shall be considered in default hereunder however, City shall have a period of ten(10) days following written notice from dataVoice to cure the default. If City does not cure the material breach all unpaid amounts shall at dataVoice's option, become immediately due and payable, provided dataVoice is not also in material breach.

Upon either party's default, the other party shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

18. UNCONTROLLABLE CIRCUMSTANCE

If the performance of any part of this Agreement by a party is prevented, hindered, delayed, or otherwise made impractical by reason of any flood, hurricane, riot, fire, strike, explosion, war, or any other cause beyond the control of the party, such party shall be excused from such performance to the extent that it is prevented, hindered, or delayed by such causes. Upon the occurrence of any such events, the party shall use its reasonable efforts to notify the other party of the nature and extent of any such conditions.

19. LIABILITY FOR INJURY OR DAMAGE

EXCEPT AS STATED ABOVE, PRODUCT AND ANY SOFTWARE, IS PROVIDED "AS IS", "WHERE IS", AND "WITH ALL FAULTS", WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DATAVOICE MAKES NO WARRANTIES EITHER EXPRESSED OR IMPLIED AS TO THE PERFORMANCE OF THE PRODUCT OR SOFTWARE. THE PURCHASER ASSUMES THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY.

LIMITATIONS OF LIABILITY: TO THE GREATEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF DATAVOICE TO CITY FOR ALL CLAIMS, SUITS, ACTIONS AND PROCEEDINGS ARISING OUT OF OR RELATED TO THIS CONTRACT PURCHASE AGREEMENT, ANY ATTACHMENTS OR RELATED AGREEMENTS, AND THEIR SUBJECT MATTER, SHALL NOT EXCEED, IN THE AGGREGATE, \$100,000.

IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CLAIMS FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, INDIRECT DAMAGES, SPECIAL DAMAGES, AGGRAVATED DAMAGES, LOSS OF REVENUE, LOSS OF PROFITS, FAILURE TO REALIZE EXPECTED SAVINGS, LOSS OF DATA, LOSS OF BUSINESS OPPORTUNITY ARISING OUT OF OR RELATING TO THIS CONTRACT PURCHASE AGREEMENT, ANY ATTACHMENTS OR RELATED AGREEMENTS, AND THEIR SUBJECT MATTER.

THE LIABILITIES LIMITED BY THIS SECTION 19 APPLY TO THE BENEFIT OF DATAVOICE'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND THIRD PARTY CONTRACTORS, AS WELL AS: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (c) EVEN IF DATAVOICE IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF CITY'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

20. FORCE MAJEURE

Performance by either party of any obligation required of it hereunder will be excused if prevented by Acts of God, or public enemy, lightning strike, commercial power outage, war, riot, embargo, fire, explosion, sabotage, flood, accident; or without limiting the foregoing, any circumstances of like or different character beyond its reasonable control; or interruption of, or delay in transportation, shortage of failure of supply of raw materials or finished merchandise; labor trouble from whatever cause arising or compliance with an order, direction or request from any government officer, department or agency.

21. SEVERABILITY

In the event of invalidity of any portion of this Agreement, the parties agree that such invalidity shall not affect the validity of the remaining portions of this Agreement, and dataVoice and City agrees to substitute for the invalid provision, a valid provision which most closely approximates the economic effect and intent of the invalid provision.

22. ASSIGNMENT

This Agreement may not be assigned by either party without the other party's prior written consent, which shall not be unreasonably withheld. dataVoice and City hereby agree that there are no intended or incidental third party beneficiaries to this Agreement. A party shall provide 30 days written notice of dissolution, merger, or transfer in ownership.

23. ENTIRE AGREEMENT

This Agreement represents the entire agreement between dataVoice and City and supersedes any prior agreement negotiations between the parties. Both parties acknowledge they are not relying on any statements or representations (including pre-contractual presentations

and product demonstrations) made during the contractual negotiations other than those expressly set out in this document, and therefore they effectively waive their rights to rely subsequently on anything said before the formation of this contract. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any disputes hereunder or related in any way to the subject matter of this agreement shall be a federal or state court or arbitration tribunal of competent jurisdiction in Placer County, California. No modification of this Agreement shall be effective unless made in writing and signed by duly authorized representatives of the parties. None of the provisions herein shall be deemed waived because of previous failure to insist upon strict performance thereof.

dataVoice and City each represent that they have the power and authority to enter into this Agreement and that this agreement constitutes a valid and binding obligation of each party.

24. COMPLIANCE WITH LAWS

dataVoice agrees that in performing services pursuant to this Agreement it will comply with all applicable regulatory requirements, including federal, state and local laws, rules, regulations, orders, codes, criteria, and standards. dataVoice shall be responsible for procuring all permits, certificates, and licenses necessary to allow dataVoice to perform services under this Agreement.

25. INDEPENDENT CONTRACTOR

dataVoice is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor.

26. E-VERIFY COMPLIANCE

dataVoice shall comply with the requirements of State Statutes to E-Verify its employees. dataVoice shall require all of its subcontractors to comply with these requirements.

27. IRAN DIVESTMENT ACT

N.C.G.S. 143C-6A-5(a) prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4. N.C.G.S. 143C-6A-5(b) further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement, dataVoice hereby certifies that it is not listed on the Final Divestment List created by the North Carolina State Treasurer and that dataVoice will not utilize any subcontractors found on the Final Divestment List.

29. ACCEPTANCE OF AGREEMENT

City warrants and represents that the price and conditions are satisfactory and are hereby accepted through

City's authorized signature below. City's authorized signature below is authorization for dataVoice International, Inc. to perform under the conditions contained herein and expressly made a part of this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

Roseville, City of Roseville,
CA 95747-9704

City Signature:

By: _____

Printed Name: _____

Title: _____ Date: _____

dataVoice International Inc.:

By: *Denna Sandoval*

Printed Name: Denna Sandoval

Title: Vice President



COUNCIL COMMUNICATION

CC #: 2890

File #: 0400-04-12-1

Title: Federico Phase 1 - Village 20B - Notice of Completion

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

Meeting Date: 9/6/2023

Item #: 7.9.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Federico - Phase 1 - Village 20B, CWJ#190521 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Andrew Druck, Senior Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-347

NOC

Exhibit A - Location Map

Final Map

RESOLUTION NO. 23-347

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS FEDERICO – PHASE 1 – VILLAGE 20B PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Federico - Phase 1 – Village 20B is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book GG of Maps, Page 3 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____ day of _____, 2021, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

CITY CLERK

RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:

CITY CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Federico - Phase 1 - Village 20B Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Teichert Construction.

The surety on said project was Philadelphia Indemnity Insurance Company (Bond #PB03010407915)

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

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

Marc Stout

City Engineer
City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before
me on this ____ day of _____,
20____, Marc Stout

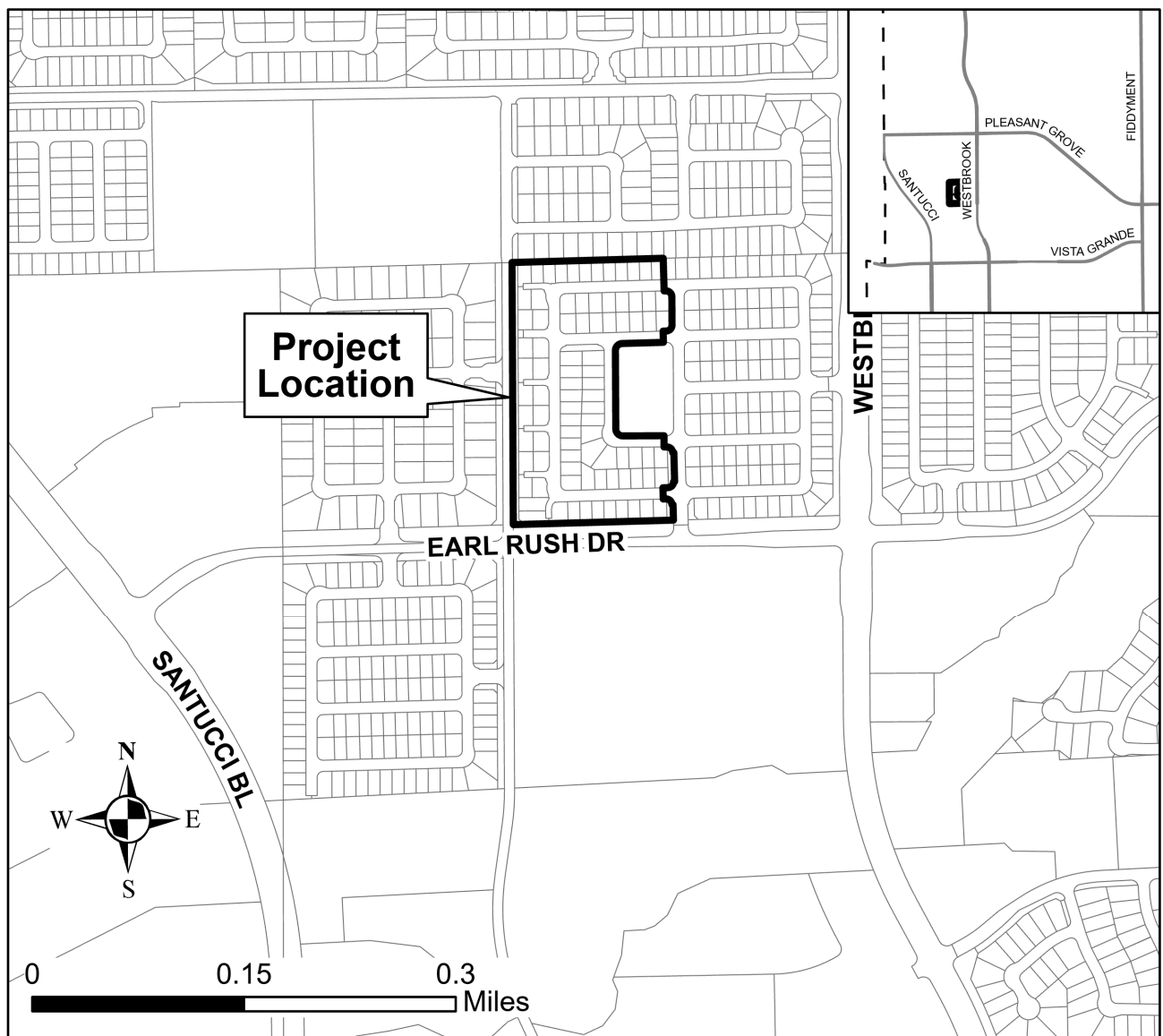
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville Federico Phase 1 Village 20B



OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 20B" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- (A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS C, D, E AND F, THE STREETS SHOWN HEREON AS CONSTELLATION CIRCLE, NOVA PLACE, SUPERNOVA LANE, AURIGA PLACE, MUSCA PLACE, PAVO PLACE, TUCANA PLACE, VELA PLACE AND VOLANS PLACE AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) A PUBLIC EASEMENT FOR PEDESTRIAN / BICYCLE ACCESS AND THE INSTALLATION, REPAIR, REMOVAL OR REPLACEMENT OF LANDSCAPING TOGETHER WITH ANY AND ALL APPURTENANCES THERETO, ON, OVER, UNDER AND ACROSS LOTS C, D, E AND F SHOWN HEREON AND DESIGNATED "PASEO EASEMENT" (P.E.)

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS CONSTELLATION CIRCLE, NOVA PLACE, SUPERNOVA LANE, AURIGA PLACE, MUSCA PLACE, PAVO PLACE, TUCANA PLACE, VELA PLACE AND VOLANS PLACE.
- (B) LOTS A, B, C, D, E AND F AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHTS-OF-WAY.

TRI POINTE HOMES HOLDINGS, INC.
A DELAWARE CORPORATION

BY: Karina Guerrieri
KARINA GUERRIERI, ASSISTANT SECRETARY

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON 10/24/2021 BEFORE ME, Jose Santiago Vega, A NOTARY PUBLIC

PERSONALLY APPEARED Karina Guerrieri
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/IT/ THEY EXECUTED THE SAME IN HIS/HER/IT/ THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/IT/ 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.

Jose Santiago Vega
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: November 02, 2022 MY COMMISSION NUMBER: 2261292

SURVEYOR'S STATEMENT

THIS MAP OF "FEDERICO - PHASE 1 VILLAGE 20B" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF WESTPARK SIERRA VISTA, LLC, IN NOVEMBER, 2017, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2023, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: Paul Ferguson
PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2022

DATE: 10/1/2021

**CITY ENGINEER'S STATEMENT**

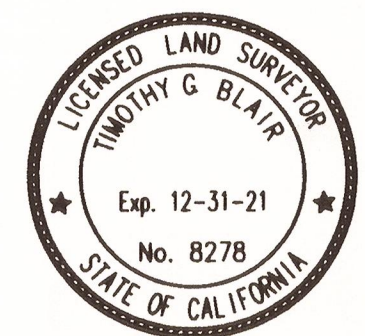
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 20B" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

Marc Stout DATE: 10/26/21
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 20B" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair DATE: 10/25/21
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2021

**CITY CLERK'S STATEMENT**

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "FEDERICO - PHASE 1 VILLAGE 20B", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B, C, D, E, AND F, THE RIGHTS-OF-WAY AND PASEO EASEMENTS OFFERED HEREON FOR DEDICATION.

Roni Ornela
CITY CLERK, CITY OF ROSEVILLE

DATE: 11/17/21 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 18TH DAY OF APRIL, 2022 AT 3:10 P.M. IN BOOK GG OF MAPS, AT PAGE 3, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ranko DOCUMENT NO.: 2022-0033543
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: D. Ruten FEE: \$ 101.00
DEPUTY

FINAL MAP OF
FEDERICO - PHASE 1
VILLAGE 20B
SUBDIVISION NO. PL17-0024

BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

OCTOBER 2021

SHEET 1 OF 7 18254.FED.20B

NOTES:

1. TOTAL AREA OF THIS SUBDIVISION IS 12.379± ACRES GROSS, CONSISTING OF 88 RESIDENTIAL LOTS AND 5 LANDSCAPE LOTS.
2. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
3. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, INC. DATED FEBRUARY, 2017; PROJECT NUMBER E 16372.00 AND IS ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-870.
4. ALL FRONT CORNERS ARE MARKED BY A 1" BRASS TAG STAMPED "LS 9265" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00' FROM THE PROPERTY LINE, WHERE SIDEWALK DOES NOT EXIST, FRONT CORNERS SHALL BE SET ON A 2.00' EXTENSION IN THE GUTTER PAN, UNLESS OTHERWISE NOTED.
5. ALL REAR CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 9265", WHERE A REAR CORNER FALLS WITHIN A MASONRY RETAINING WALL, MASONRY SOUND WALL OR CONCRETE FOOTING, A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE ON A 4.00 FOOT OFFSET TO THE REAR CORNER OR A BRASS TAG STAMPED "LS 9265" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AN OFFSET MONUMENT CANNOT BE SET.
6. PROPERTY IS SUBJECT TO A "RECIPROCAL EASEMENT AGREEMENT (SOLAIRE, PHASE 4; LOT 2, 3, & 4) RECORDED JULY 2, 2020 AS DOCUMENT NUMBER 2020-0066291, OFFICIAL RECORDS OF PLACER COUNTY, WITH THE OWNER OF LOT 2 & 3 ALONG THE WESTERLY BOUNDARY OF THIS SUBDIVISION.

BASIS OF BEARINGS:

THE BEARING N 88°23'47" E, BEING THE NORTH LINE OF LOT 2 AS SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO, LARGE LOT SUBDIVISION SUBDIVISION NO. PL15-0192", RECORDED ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS. DISTANCES SHOWN HEREON ARE GROUND DISTANCES.

LEGEND

- ⊗ FOUND COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 7944"(1)
- ⊙ COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265" TO BE SET PER (2)
- ⊕ FOUND 3/4" IRON PIPE WITH PLASTIC PLUG STAMPED "LS 7944"(1)
- ⊙ SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265" PER CITY OF ROSEVILLE STANDARDS
- DIMENSION POINT
- CB CHORD BEARING
- CD CHORD DISTANCE
- (OA) OVERALL
- P.E. PASEO EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL BEARING
- S.F. SQUARE FEET
- (1) DENOTES RECORD INFORMATION
- (X) SHEET NUMBER

REFERENCES:

- (1) EE MAPS 6
- (2) FF MAPS 35 (FEDERICO VILLAGE 20A)

Line Table		
Line #	Bearing	Length
L1(2)	N89°43'16"E	10.59'
L2(2)	N88°23'47"E	13.57'

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1(2)	500.00'	2°57'33"	25.82'	N88° 47' 58"W	25.82'
C2(2)	1000.00'	1°04'00"	18.62'	N87° 51' 11"W	18.61'
C3(2)	900.00'	2°42'04"	42.43'	N87° 02' 44"E	42.43'
C4(2)	1000.00'	1°19'29"	23.12'	N00° 56' 29"W	23.12'



0 40 80 160
SCALE: 1"=80'

FINAL MAP OF FEDERICO - PHASE 1 VILLAGE 20B SUBDIVISION NO. PL17-0024

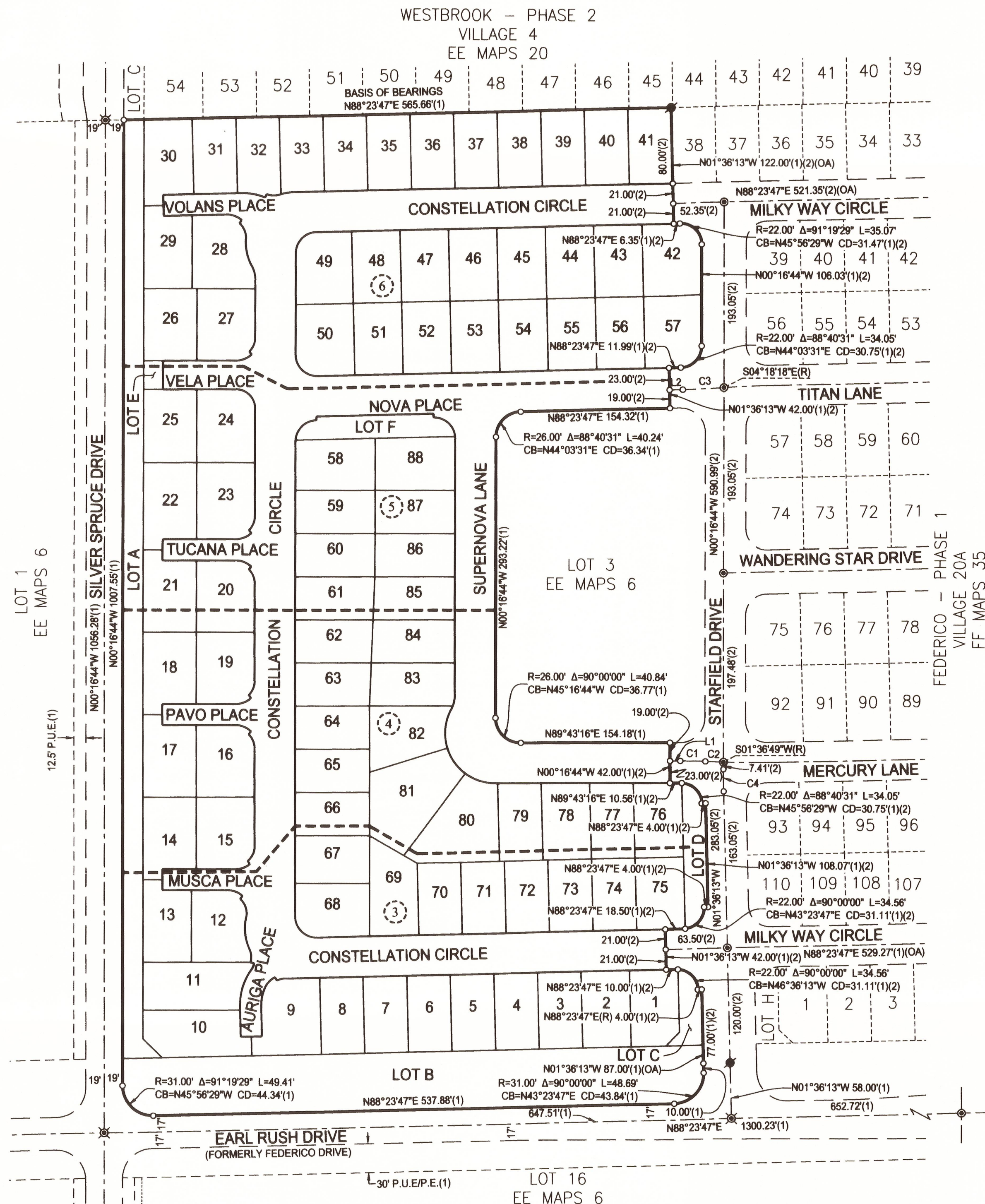
BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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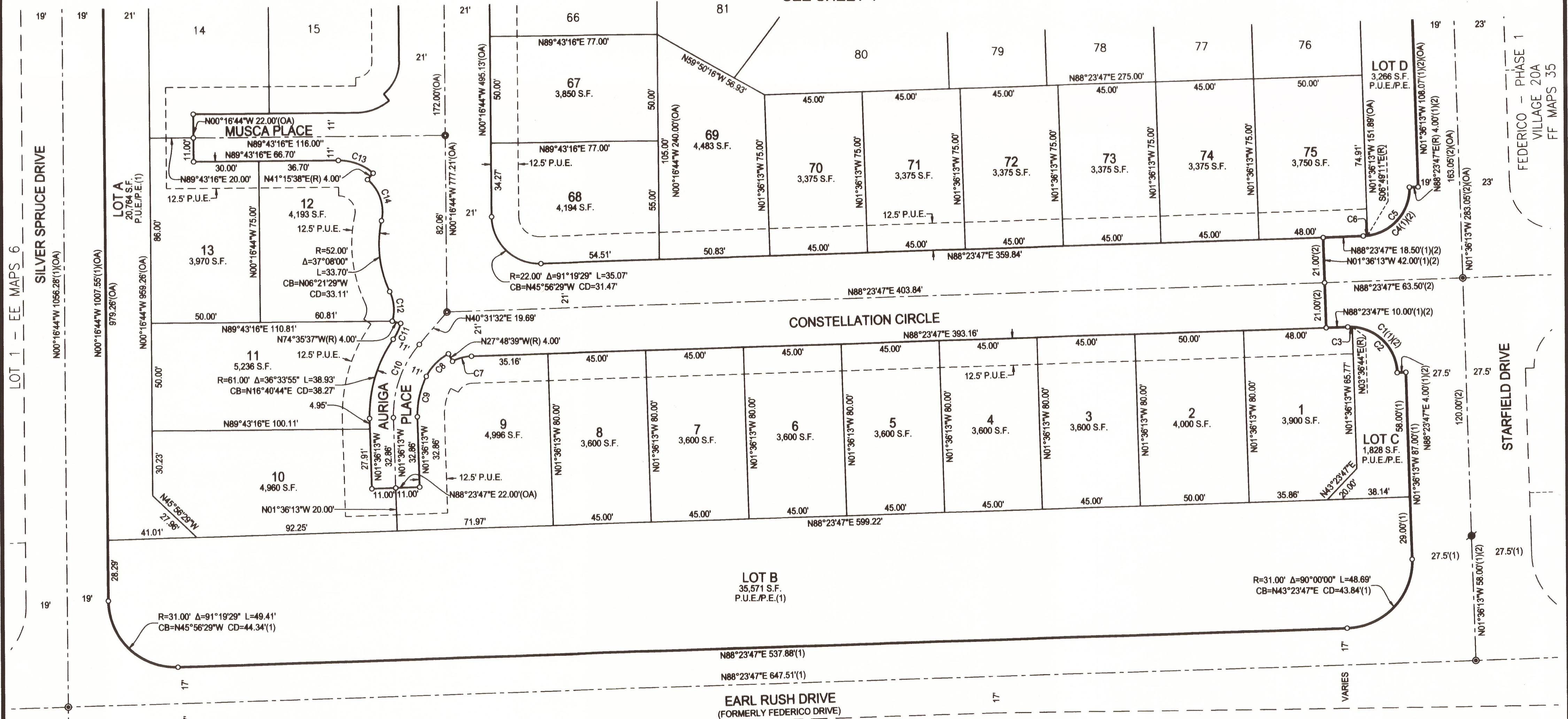
OCTOBER 2021

MACKEY & SONPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SHEET 2 OF 7 18254.FED.20B



SEE SHEET 4



Curve Table

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	22.00	90°00'00"	34.56'	N46° 36' 13"W	31.11'
C2	22.00	84°47'03"	32.55'	N43° 59' 45"W	29.66'
C3	22.00	5°12'57"	2.00'	N88° 59' 45"W	2.00'
C4	22.00	90°00'00"	34.56'	N43° 23' 47"E	31.11'
C5	22.00	84°47'03"	32.55'	N40° 47' 18"E	29.66'
C6	22.00	5°12'57"	2.00'	N85° 47' 18"E	2.00'

Curve Table

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C7	20.00	26°12'25"	9.15'	N75° 17' 34"E	9.07'
C8	24.00	35°21'46"	14.81'	N44° 30' 28"E	14.58'
C9	39.00	28°25'49"	19.35'	N12° 36' 41"E	19.15'
C10	50.00	42°07'45"	36.76'	N19° 27' 39"E	35.94'
C11	24.00	19°33'19"	8.19'	N25° 11' 02"E	8.15'
C12	20.00	40°19'52"	14.08'	N04° 45' 33"W	13.79'

Curve Table

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C13	24.00	41°32'22"	17.40'	N69° 30' 33"W	17.02'
C14	20.00	60°56'53"	21.27'	N18° 15' 56"W	20.29'



0 30 60
SCALE: 1" = 30'

FINAL MAP OF
FEDERICO - PHASE 1
VILLAGE 20B
SUBDIVISION NO. PL17-0024

BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK 66 OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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OCTOBER 2021

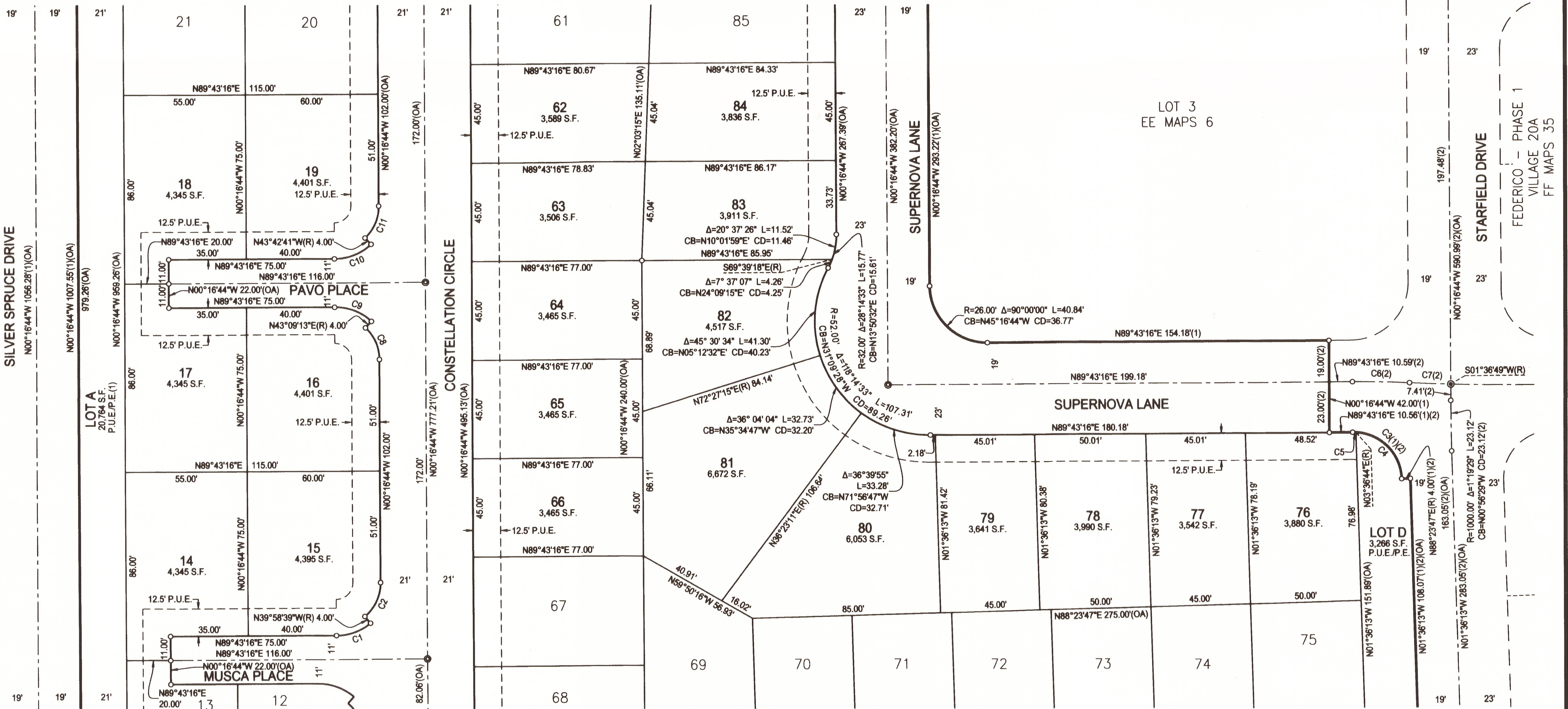
Mackay & Sonps
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SHEET 3 OF 7 18254.FED.20B

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

SEE SHEET 5

SEE SHEET 3



Curve Table

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	24.00	39°41'55"	16.63'	N89° 52' 18"E	16.30'
C2	20.00	50°18'05"	17.56'	N24° 52' 18"E	17.00'
C3	22.00	88°40'31"	34.05'	N45° 56' 29"W	30.75'
C4	22.00	84°47'03"	32.55'	N43° 59' 45"W	29.66'
C5	22.00	3°53'28"	1.49'	N88° 20' 00"W	1.49'
C6	500.00	2°57'33"	25.82'	N88° 47' 58"W	25.82'

Curve Table

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C7	1000.00	1°04'00"	18.62'	N87° 51' 11"W	18.61'
C8	20.00	46°34'03"	16.26'	N23° 33' 46"W	15.81'
C9	24.00	43°25'57"	18.19'	N68° 33' 46"W	17.76'
C10	24.00	43°25'57"	18.19'	N68° 00' 17"E	17.76'
C11	20.00	46°34'03"	16.26'	N23° 00' 17"E	15.81'

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

FINAL MAP OF
FEDERICO - PHASE 1
VILLAGE 20B
SUBDIVISION NO. PL17-0024

BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED
"SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192",
FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER
COUNTY RECORDS, BEING A PORTION OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 5
EAST, MOUNT DIABLO MERIDIAN.

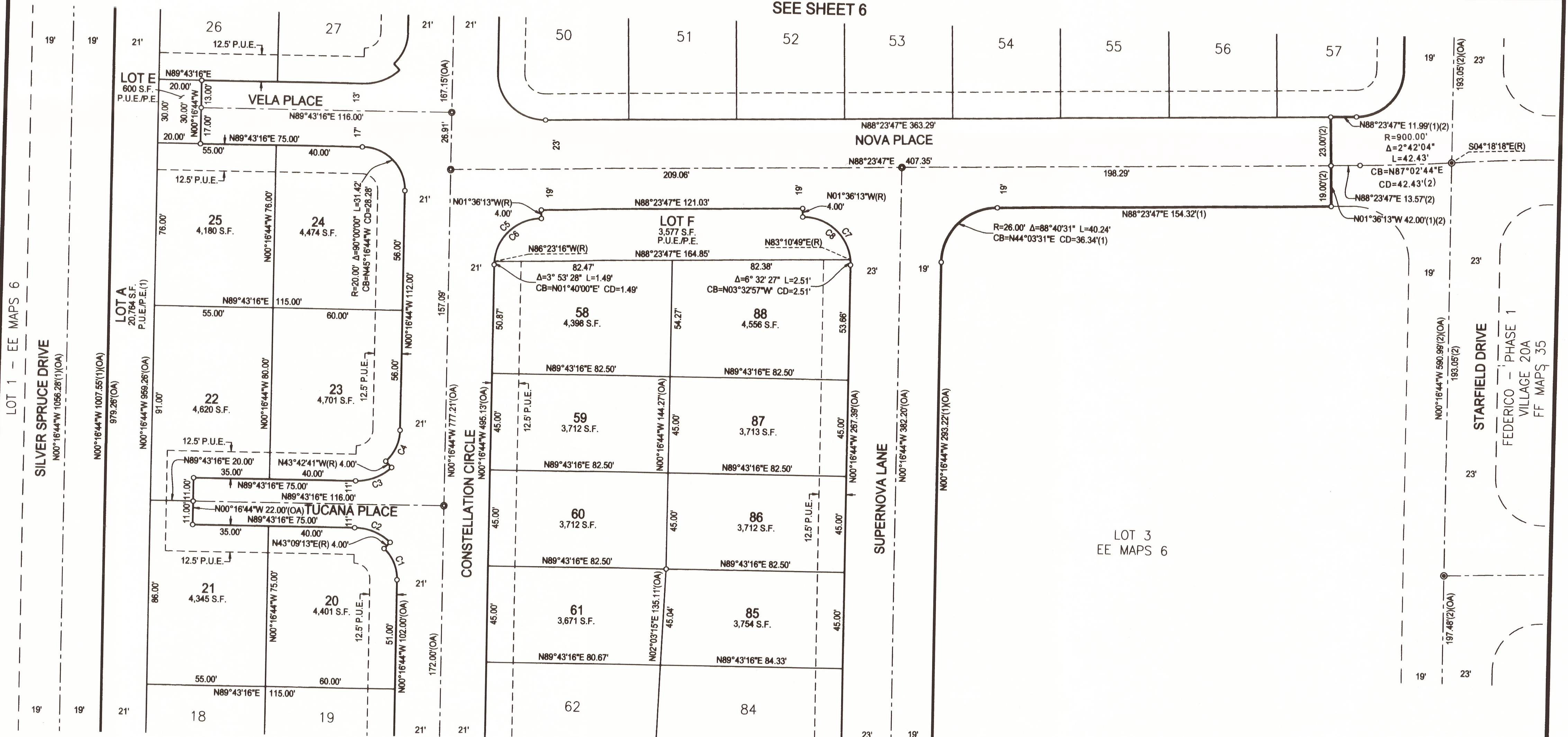
CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

OCTOBER 2021

BRACKAY & SORPS
ENGINEERS PLANNERS SURVEYORS
1025 Crestside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SHEET 4 OF 7 18254.FED.20B

SEE SHEET 6



SEE SHEET 4

Curve Table

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	20.00	46°34'03"	16.26'	N23° 33' 46"W	15.81'
C2	24.00	43°25'57"	18.19'	N68° 33' 46"W	17.76'
C3	24.00	43°25'57"	18.19'	N68° 00' 17"E	17.76'
C4	20.00	46°34'03"	16.26'	N23° 00' 17"E	15.81'
C5	22.00	88°40'31"	34.05'	N44° 03' 31"E	30.75'
C6	22.00	84°47'03"	32.55'	N46° 00' 15"E	29.66'

Curve Table

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C7	22.00	91°19'29"	35.07'	N45° 56' 29"W	31.47'
C8	22.00	84°47'03"	32.55'	N49° 12' 42"W	29.66'



0 30 60
SCALE: 1"=30'

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND

FINAL MAP OF
FEDERICO - PHASE 1
VILLAGE 20B

SUBDIVISION NO. PL17-0024

BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 28, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

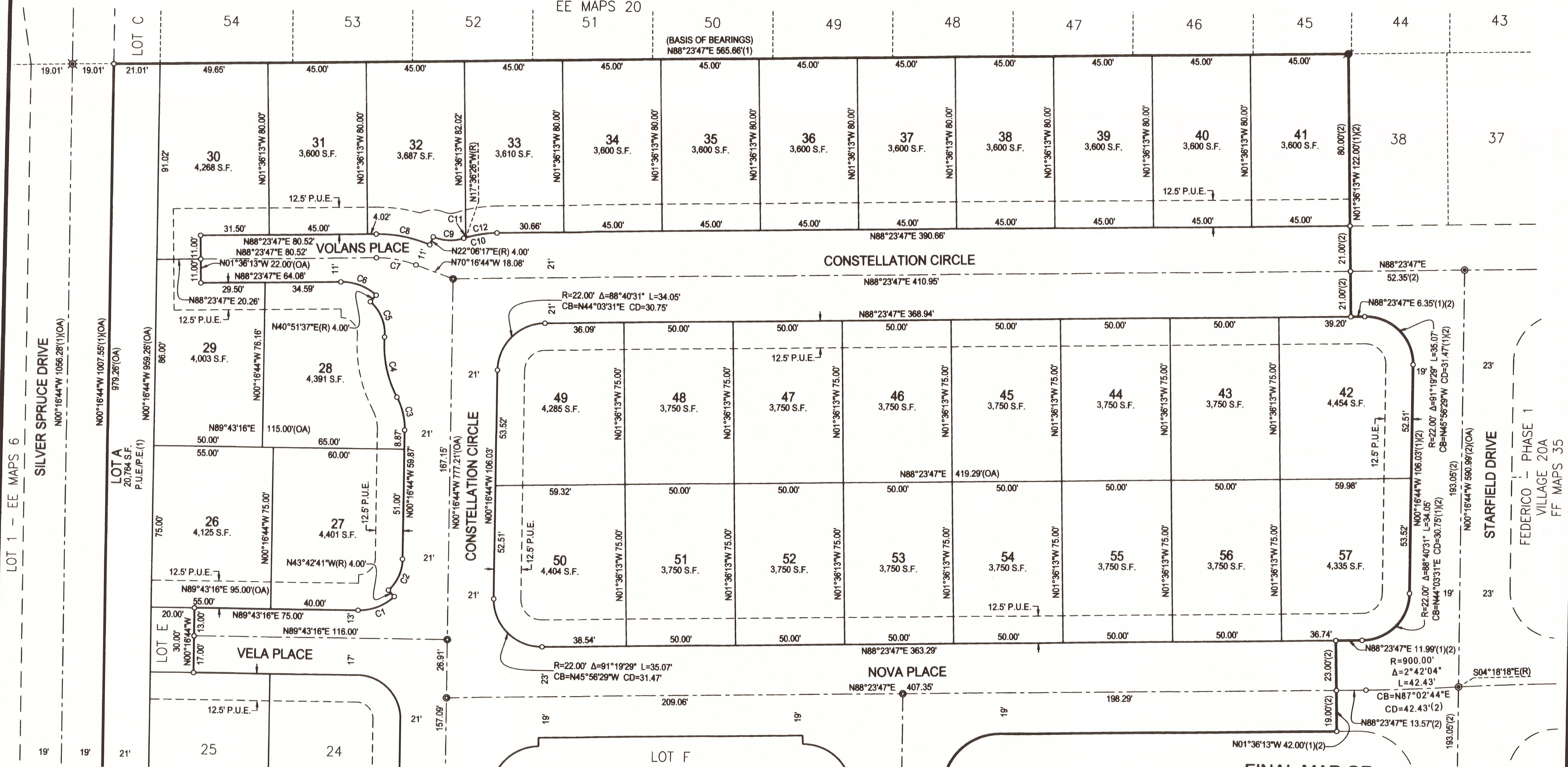
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OCTOBER 2021

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ENGINEERS PLANNERS SURVEYORS
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SHEET 5 OF 7 18254.FED.20B

WESTBROOK - PHASE 2
VILLAGE 4
EE MAPS 20



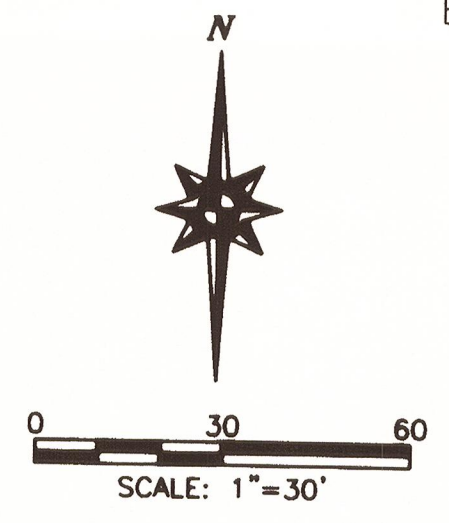
Curve Table

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	24.00	43°25'57"	18.19'	N88° 00' 17"E	17.76'
C2	20.00	46°34'03"	16.26'	N23° 00' 17"E	15.81'
C3	32.00	28°14'33"	15.77'	N14° 24' 01"W	15.61'
C4	52.00	31°41'52"	28.77'	N12° 40' 21"W	28.40'
C5	20.00	52°18'58"	18.26'	N22° 58' 54"W	17.63'
C6	24.00	42°27'51"	17.79'	N70° 22' 18"W	17.38'

Curve Table

Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C7	50.00	21°19'29"	18.61'	N80° 56' 29"W	18.50'
C8	61.00	23°42'31"	25.24'	N79° 44' 58"W	25.06'
C9	20.00	40°47'01"	14.24'	N88° 17' 13"W	13.94'
C10	52.00	17°04'31"	15.50'	N79° 51' 31"E	15.44'
C11	52.00	1°04'18"	0.97'	N71° 51' 25"E	0.97'
C12	52.00	16°00'13"	14.52'	N80° 23' 40"E	14.48'

SEE SHEET 5



FINAL MAP OF
FEDERICO - PHASE 1
VILLAGE 20B
SUBDIVISION NO. PL17-0024

BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

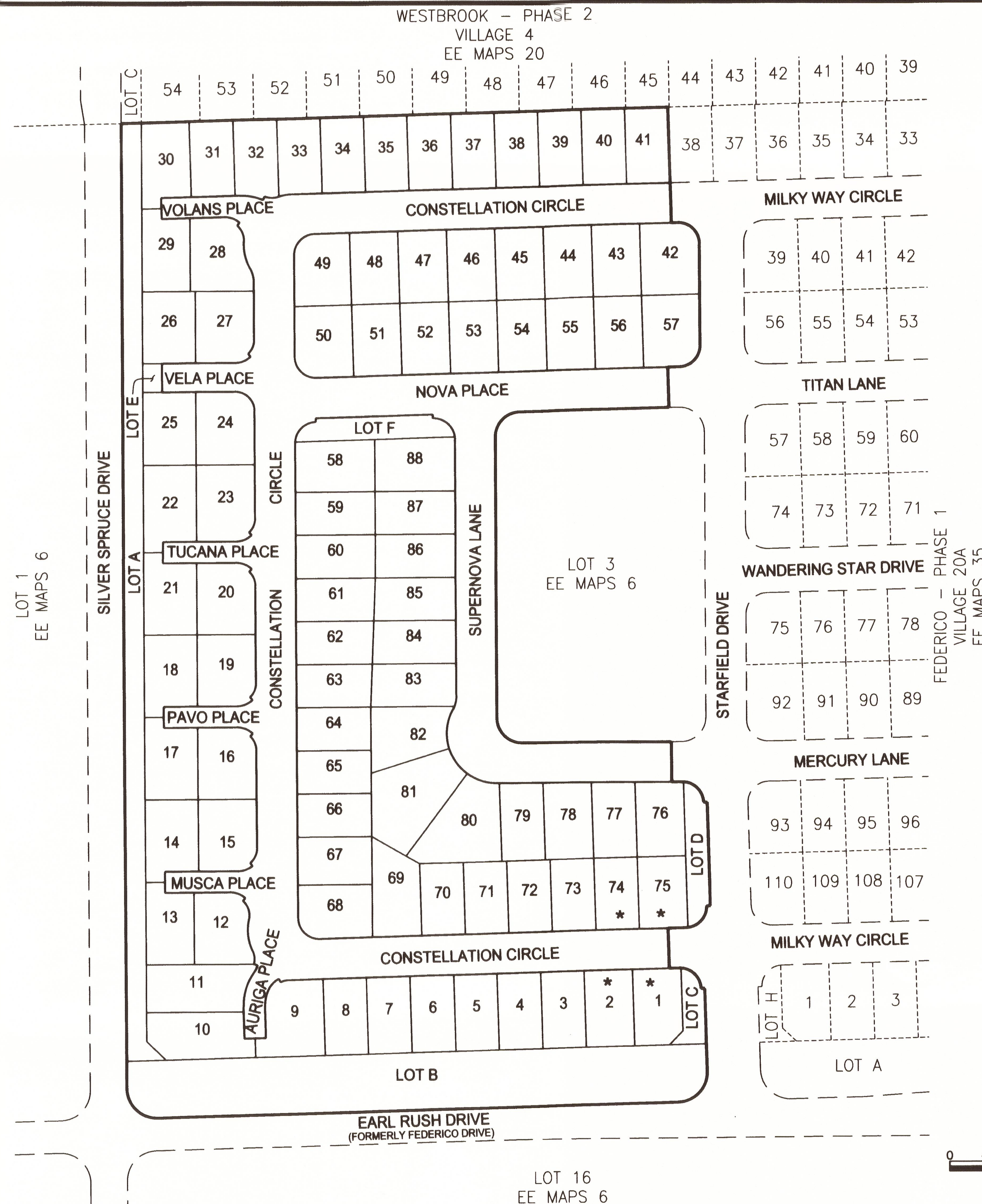
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McKay & Samps
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

OCTOBER 2021

SHEET 6 OF 7 18254.FED.20B

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, REFERENCES AND LEGEND



ADDITIONAL INFORMATION FOR INFORMATIONAL
PURPOSE ONLY PURSUANT TO SECTION 66434.2
OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERETO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.

FINAL MAP OF
FEDERICO - PHASE 1
VILLAGE 20B
SUBDIVISION NO. PL17-0024

BEING A SUBDIVISION OF LOT 2 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "SIERRA VISTA - FEDERICO LARGE LOT SUBDIVISION, SUBDIVISION NO. PL15-0192", FILED FOR RECORD ON FEBRUARY 16, 2018 IN BOOK EE OF MAPS, AT PAGE 6, PLACER COUNTY RECORDS, BEING A PORTION OF SECTION 26, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN.

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OCTOBER 2021

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ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

SHEET 7 OF 7 18254.FED.20B



0 40 80 160
SCALE: 1"=80'



COUNCIL COMMUNICATION

CC #: 2919

File #: 0401-02-02-1

Title: Downtown Roseville Specific Plan - The Belvedere Townhomes - Final Map and Subdivision Agreement

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

Meeting Date: 9/6/2023

Item #: 7.10.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council:

1. Approve the final map on file with the City Clerk and accept, on behalf of the public, the public utility and access easements offered thereon; and
2. Adopt the attached resolution approving the Subdivision Agreement and authorizing the City Manager to execute the agreement on behalf of the City.

BACKGROUND

The Development Services, Engineering Division, has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met. This map will create 18 residential lots and 1 common area lot.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Adoption of the attached resolution to approve the Subdivision Agreement for the Belvedere Final Map project is an action that is subject to CEQA. CEQA compliance for the Belvedere Final Map and Subdivision Agreement project was achieved in April 2009 with adoption of an Downtown Roseville Specific Plan Environmental Impact Report (EIR) (Adopted: April 6, 2009) (SCH: 2007102090). An Addendum to the original Downtown Roseville Specific Plan EIR was prepared to provide CEQA compliance for the Belvedere Townhomes Project. The Addendum was considered, and the project was approved, by the Planning Commission in August 2020.

Because the Belvedere Final Map and Subdivision Agreement project is consistent with the project evaluated in Belvedere Townhomes Project Addendum to the Downtown Roseville

Specific Plan EIR, no new effects would be expected to occur and all applicable mitigation measures from the Belvedere Townhomes Project Addendum to the Downtown Roseville Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

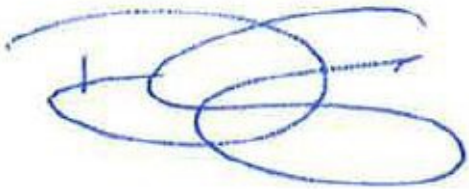
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

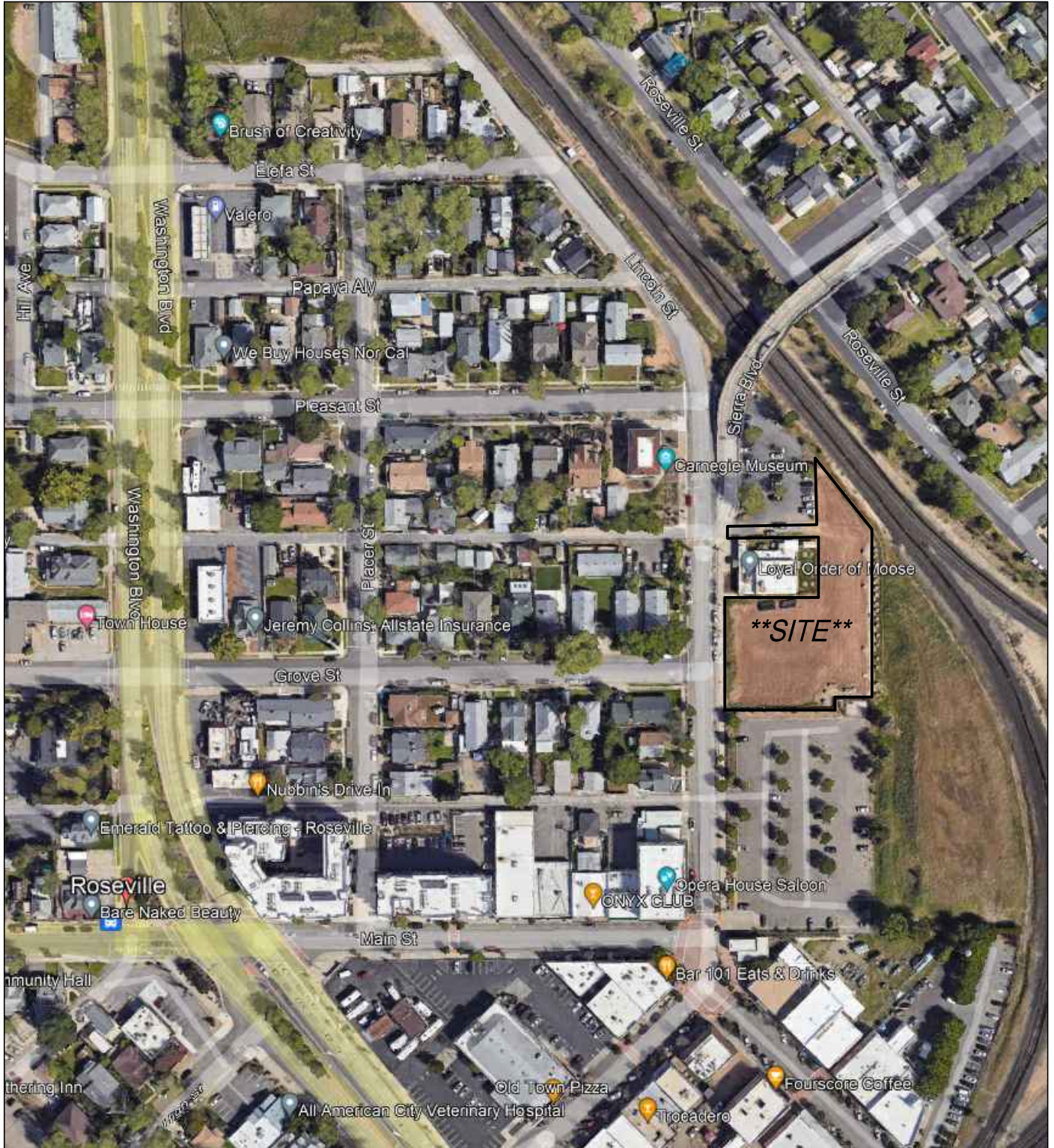
Vicinity Map

Final Map

Resolution 23-369

Subdivision Agreement

VICINITY MAP



FINAL MAP
THE BELVEDERE
SUBDIVSION NO. PL20-0050

A MERGER AND RESUBDIVISION OF PARCELS
ONE, TWO AND THREE AS DESCRIBED IN
DOCUMENT NO. 2019-0039984
BEING A PORTION OF SECTION 34
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
JULY 2023

CENTERPOINT ENGINEERING, INC.

4230 ROCKLIN RD., SUITE 200
ROCKLIN, CALIFORNIA 95677

OWNER'S STATEMENT:

THE UNDERSIGNED BEING THE ONLY PERSON HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED
HEREON, CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF "THE BELVEDERE". AND
HEREBY OFFERS FOR DEDICATION THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED TO THE PUBLIC AS AN EASEMENT:

- A. PUBLIC UTILITY EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO, WATER,
GAS, SANITARY SEWER PIPES AND APPURTENANCES PERTAINING THERETO, AND FOR UNDERGROUND WIRES
AND CONDUITS AND ABOVE GROUND APPURTENANCES PERTAINING THERETO FOR ELECTRIC, TELEVISION
AND TELEPHONE SERVICES AND FOR TRAFFIC CONTROL APPURTENANCES ON, OVER, UNDER AND ACROSS
THE LAND SHOWN HEREON AND DESIGNATED "LOT A".
- B. INGRESS AND EGRESS EASEMENT FOR USE BY PEDESTRIAN AND VEHICULAR TRAFFIC, OVER, UNDER AND
ACROSS THOSE STRIPS OF LAND SHOWN HEREON AND DESIGNATED "ACCESS EASEMENT."

THE REAL PROPERTY DESCRIBED BELOW IS HEREBY DEDICATED IN FEE TO BELVEDERE TOWNHOMES COMMUNITY
ASSOCIATION, A CALIFORNIA NONPROFIT MUTUAL BENEFIT CORPORATION FOR PRIVATE PURPOSES:

- C. LOT A - RECIPROCAL PEDESTRIAN AND VEHICULAR ACCESS, PARKING, UTILITIES, LANDSCAPING TOGETHER
WITH ALL MAINTENANCE THEREOF.

OLD ROSEVILLE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
BY: SR REVOCABLE TRUST, MEMBER

BY: _____ BY: _____
DERREK LEE, TRUSTEE MARK J. MARTELLA, MEMBER

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF
THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE
TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____, 2023, BEFORE ME, _____, NOTARY PUBLIC

PERSONALLY APPEARED, _____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN
HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING
PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC, STATE OF CALIFORNIA

PRINTED NAME

MY PRINCIPAL COUNTY OF BUSINESS IS: _____

MY COMMISSION EXPIRES: _____

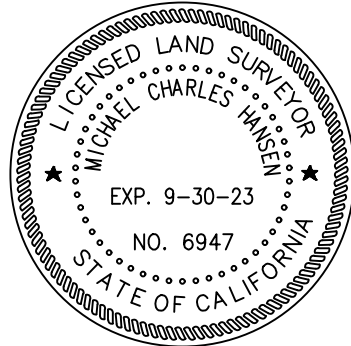
MY COMMISSION NUMBER IS: _____

SURVEYOR'S STATEMENT:

THIS FINAL MAP OF "THE BELVEDERE" WAS PREPARED BY ME, OR UNDER MY DIRECTION, AND IS BASED UPON A
FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE
AT THE REQUEST OF OLD ROSEVILLE, LLC, IN SEPTEMBER 2020. I HEREBY STATE THAT THIS PARCEL MAP
SUBSTANTIALLY CONFORMS TO THE APPROVED, OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY; THAT ALL
SHOWN HEREON MONUMENTS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED BY DECEMBER
31, 2024; THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

MICHAEL C. HANSEN, L.S. 6947
EXPIRES 9-30-23

DATE



NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF
THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE
TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF _____

ON _____, 2023, BEFORE ME, _____, NOTARY PUBLIC

PERSONALLY APPEARED, _____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN
HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE
PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING
PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL:

NOTARY PUBLIC, STATE OF CALIFORNIA

PRINTED NAME

MY PRINCIPAL COUNTY OF BUSINESS IS: _____

MY COMMISSION EXPIRES: _____

MY COMMISSION NUMBER IS: _____

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL PARCEL MAP OF "THE BELVEDERE" AND FIND IT TO BE
SUBSTANTIALLY THE SAME AS THE APPROVED TENTATIVE MAP; THAT ALL PROVISIONS OF THE SUBDIVISION MAP
ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN
COMPLIED WITH.

MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
EXPIRES 9-30-2024

DATED

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF "THE BELVEDERE" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

TIMOTHY BLAIR, P.L.S. 8278
EXPIRES 12/31/2023

DATED



CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF "THE
BELVEDERE" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE PUBLIC UTILITY EASEMENT AND ACCESS
EASEMENT HEREON OFFERED FOR DEDICATION.

CITY CLERK OF ROSEVILLE

DATED

BY _____
ASSISTANCE CITY CLERK OF ROSEVILLE

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____ 2023, AT _____M. IN BOOK _____ OF MAPS, AT

PAGE _____, STATE OF CALIFORNIA, PLACER COUNTY RECORDS, AT THE REQUEST OF CENTERPOINT ENGINEERING,
INC.

FILE NO. _____ RYAN RONCO
COUNTY RECORDER OF PLACER COUNTY

FEE: _____ BY: _____
DEPUTY

FINAL MAP

THE BELVEDERE

SUBDIVISION NO. PL20-0050

A MERGER AND RESUBDIVISION OF PARCELS
ONE, TWO AND THREE AS DESCRIBED IN
DOCUMENT NO. 2019-0039984

BEING A PORTION OF SECTION 34

TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
JULY 2023

CENTERPOINT ENGINEERING, INC.

4230 ROCKLIN RD., SUITE 200
ROCKLIN, CALIFORNIA 95677

BASIS OF BEARINGS:

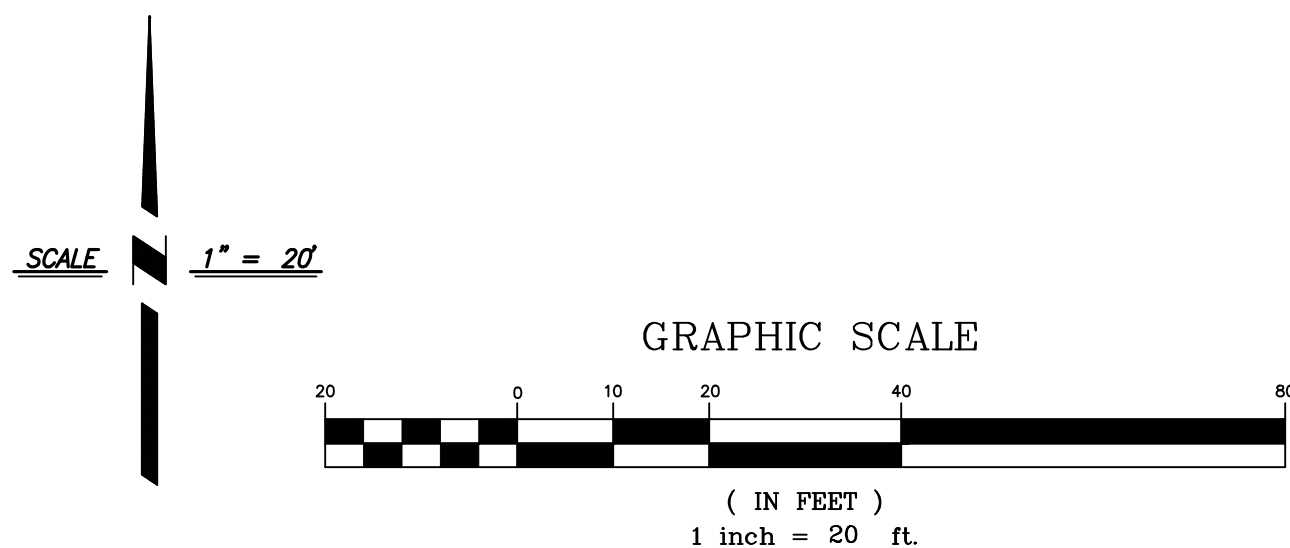
THE SOUTH OF RECORD OF SURVEY #1405 PER PER 11 R.S. 103, BETWEEN THE MONUMENTS SHOWN HEREON AS FOUND, TAKEN AS SOUTH 89°51'11" EAST.

LEGEND: (ALL PIPE SIZES ARE INSIDE DIAMETER)

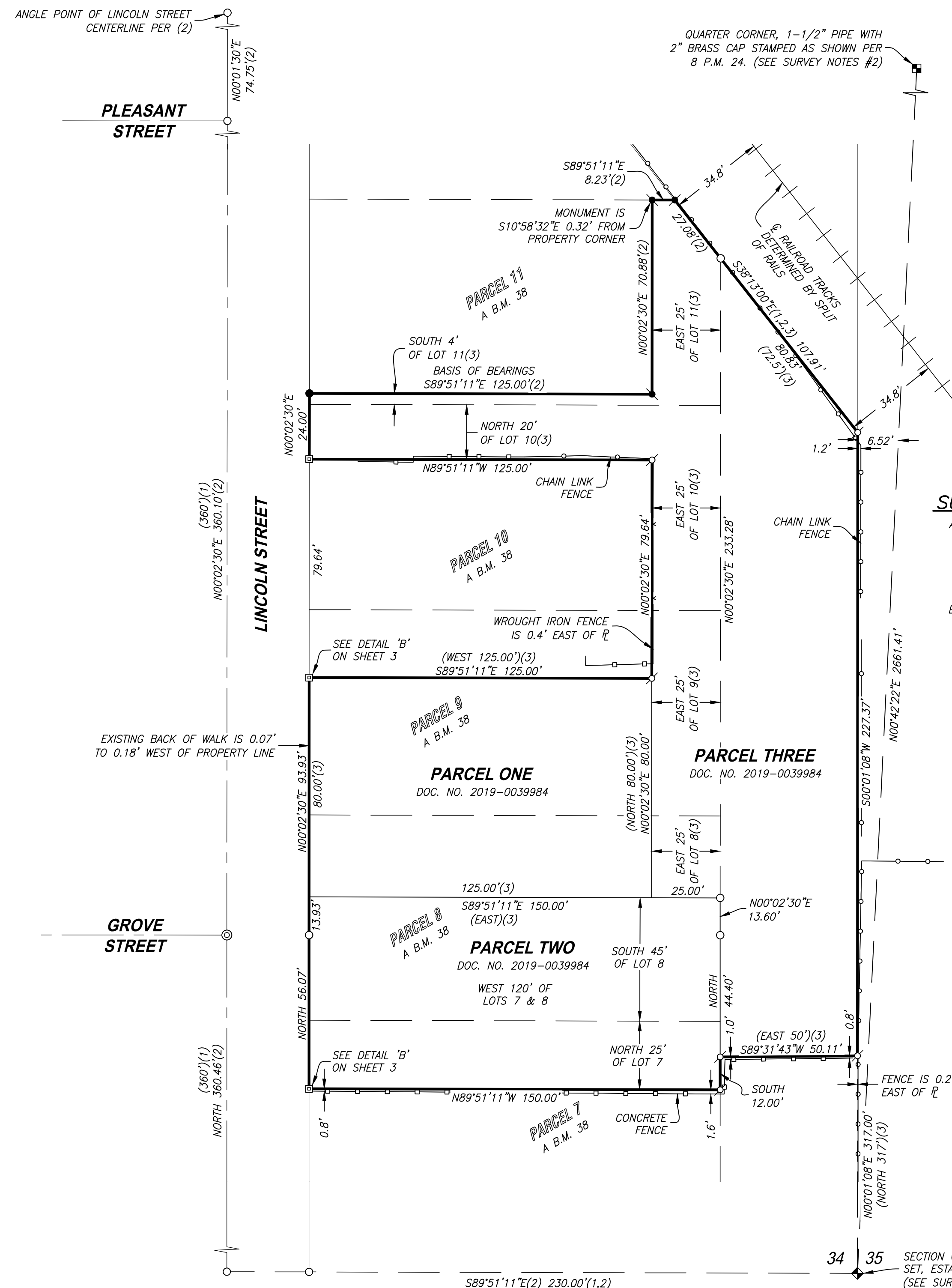
- DIMENSION POINT, NOTHING FOUND OR SET
- ✎ FOUND ¾" REBAR WITH PLASTIC CAP "LS 5109" PER (2)
- FOUND CUT CROSS IN CONCRETE PER (2)
- ✎ FOUND ¾" REBAR WITH SLEEVE STAMPED "LS 4751" PER (3)
- ◎ FOUND COPPERWELD MONUMENT, NO MARKINGS, PER (1) UNLESS OTHERWISE NOTED
- ✎ SET ¾" IRON PIPE WITH YELLOW CAP "LS 6947"
- ✎ SET ¾" IRON PIPE WITH YELLOW CAP "LS 6947" SET ON SIDE LOT LINE PROJECTED 3.00' INTO ADJACENT LOT UNLESS OTHERWISE NOTED
- ▣ SET 1" BRASS DISC IN CONCRETE STAMPED "LS 6947"
- ◎ SET 2" BRASS CAP STAMPED "LS 6947" IN MONUMENT WELL
- ℙ PROPERTY LINE
- (R) RADIAL BEARING
- (1) RECORD PER BOOK A OF MAPS, PAGE 38
- (2) RECORD PER BOOK 11 OF SURVEYS, PAGE 103
- (3) RECORD PER DOCUMENT 2019-0039984

NOTES:

1. THIS SUBDIVISION CONTAINS 0.980± ACRES CREATING 18 RESIDENTIAL LOTS AND 1 COMMON LOT.
2. THE FOUND MONUMENTS HAVE BEEN OR WILL BE DISTURBED/DESTROYED BY CONSTRUCTION. ALL FOUND MONUMENTS ON SHEET 2 WILL BE REPLACED BY THE SET MONUMENTS SHOWN ON SHEET 3.
3. COVENANTS, CONDITIONS & RESTRICTION FOR "THE BELVEDERE" ARE BEING RECORDED CONCURRENTLY HERewith IN DOCUMENT NO. 2023-_____ OFFICIAL RECORDS PLACER COUNTY.
4. A PRELIMINARY GEOTECHNICAL ENGINEERING REPORT FOR "THE BELVEDERE" WAS PREPARED BY ANTADES, LLC, AND IS DATED NOVEMBER 19, 2019, AND IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DIVISION, FILE NUMBER 308-933.



SHEET 2 OF 4



SURVEY NOTES:

- A. DETERMINATION OF THE SOUTHEAST CORNER OF SECTION 34: THE SECTION CORNER WAS SEARCHED FOR BUT NOT FOUND. SINCE THIS SECTION CORNER IS ON A TOWNSHIP BOUNDARY LINE IT SHOULD BE ESTABLISHED BY SINGLE PROPORTION. UNFORTUNATELY, THE TWO SECTION CORNERS TO THE EAST DO NOT EXIST. THEREFORE IT WAS DETERMINED THE BEST WAY TO DETERMINE ITS LOCATION IS FROM 11 R.S. 103.
- B. DETERMINATION OF THE THE EAST LINE OF SECTION 34: PER PARAGRAPH 'A' ABOVE, THE SOUTHEAST CORNER OF SECTION 34 WAS HELD. THE EAST QUARTER CORNER OF SECTION 34, PER 9 R.S. 64 (1976), WAS FOUND BUT WAS NOT HELD AS 1) IT DID NOT FIT THE OLD FENCE LINE AND 2) THE PARCEL, MAP BY WHICH IT WAS SET, 8 P.M. 28, SAYS IT WAS SET BASED ON A 2" X 2" STAKE WHICH WAS 20' SOUTH AND 10' WEST OF THE QUARTER CORNER. PER A B.M. 38, THE SECTION LINE IS 50' EAST OF THE EAST LINE OF BLOCK I AND 230' EAST OF THE CENTERLINE OF LINCOLN STREET (SHERIDAN STREET PER A B.M. 38). THEREFORE, A BEST FIT LINE OF THE CENTERLINE OF LINCOLN STREET WAS CALCULATED PER 11 R.S. 103 AND THE BEARING WAS HELD AS THE EAST LINE OF SECTION 34. THIS LINE FITS THE IMPROVEMENTS AND IS THE BEST INDICATION OF WHERE THE SECTION LINE WAS WHEN A B.M. 38 WAS ORIGINALLY SURVEYED.

FINAL MAP
THE BELVEDERE
SUBDIVISION NO. PL20-0050

A MERGER AND RESUBDIVISION OF PARCELS ONE, TWO AND THREE AS DESCRIBED IN DOCUMENT NO. 2019-0039984 BEING A PORTION OF SECTION 34 TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M. CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
JULY 2023

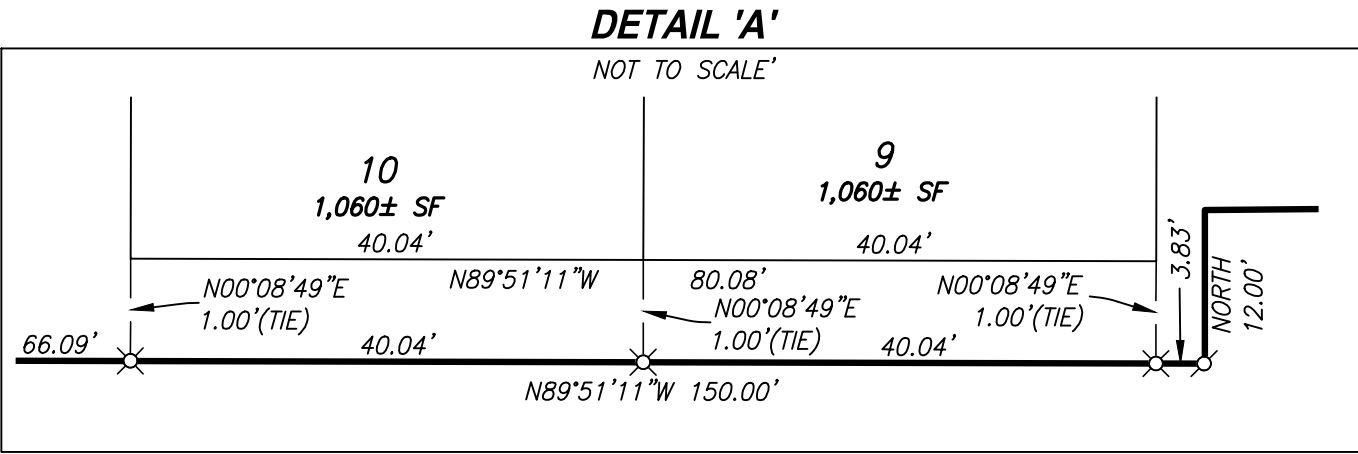
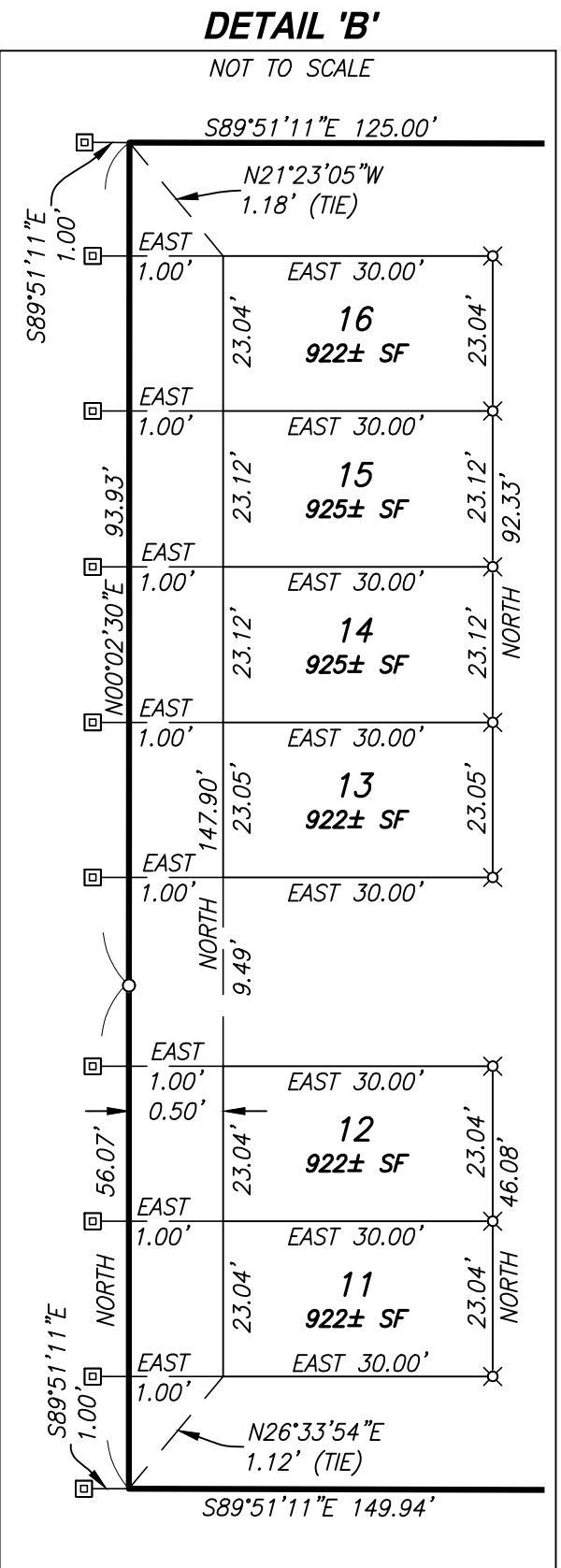
CENTERPOINT ENGINEERING, INC.

4230 ROCKLIN RD., SUITE 200
ROCKLIN, CALIFORNIA 95677

*** SEE SHEET 4 FOR EASEMENT INFORMATION ***

LEGEND: (ALL PIPE SIZES ARE INSIDE DIAMETER)

- DIMENSION POINT, NOTHING FOUND OR SET
- FOUND 3/4" REBAR WITH PLASTIC CAP "LS 5109" PER (2)
- FOUND CUT CROSS IN CONCRETE PER (2)
- ✕ FOUND 3/4" REBAR WITH SLEEVE STAMPED "LS 4751" PER (3)
- FOUND COPPERWELD MONUMENT, NO MARKINGS, PER (1) UNLESS OTHERWISE NOTED
- ⊕ SET 3/4" IRON PIPE WITH YELLOW CAP "LS 6947"
- ⊕ SET 3/4" IRON PIPE WITH YELLOW CAP "LS 6947" SET ON SIDE LOT LINE PROJECTED 3.00' INTO ADJACENT LOT UNLESS OTHERWISE NOTED
- ⊕ SET 1" BRASS DISC IN CONCRETE STAMPED "LS 6947"
- ⊕ SET 2" BRASS CAP STAMPED "LS 6947" IN MONUMENT WELL
- ℙ PROPERTY LINE
- (R) RADIAL BEARING
- (1) RECORD PER BOOK A OF MAPS, PAGE 38
- (2) RECORD PER BOOK 11 OF SURVEYS, PAGE 103
- (3) RECORD PER DOCUMENT 2019-0039984



SCALE 1" = 20'

GRAPHIC SCALE

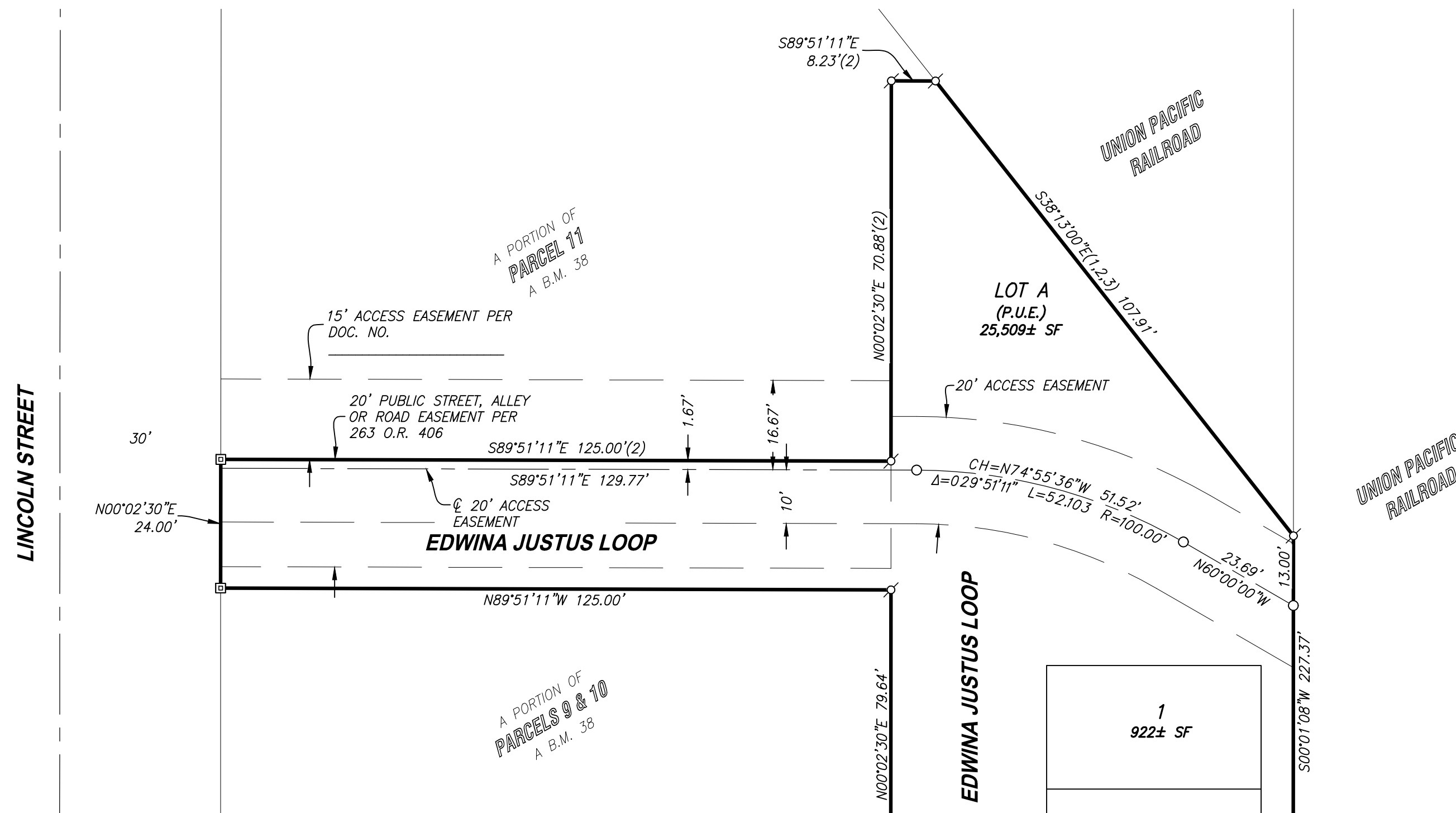


(IN FEET)
1 inch = 20 ft.

FINAL MAP

THE BELVEDERE**SUBDIVISION NO. PL20-0050**A MERGER AND RESUBDIVISION OF PARCELS
ONE, TWO AND THREE AS DESCRIBED IN
DOCUMENT NO. 2019-0039984BEING A PORTION OF SECTION 34
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
CITY OF ROSEVILLE, PLACER COUNTY, CALIFORNIA
JULY 2023**CENTERPOINT ENGINEERING, INC.**4230 ROCKLIN RD., SUITE 200
ROCKLIN, CALIFORNIA 95677**LEGEND:** (ALL PIPE SIZES ARE INSIDE DIAMETER)

- DIMENSION POINT, NOTHING FOUND OR SET
- ⋈ SET ¾" IRON PIPE WITH YELLOW CAP "LS 6947"
- ▣ SET 1" BRASS DISC IN CONCRETE STAMPED "LS 6947"
- (1) RECORD PER BOOK A OF MAPS, PAGE 38
- (2) RECORD PER BOOK 11 OF SURVEYS, PAGE 103
- (3) RECORD PER DOCUMENT 2019-0039984



SCALE 1" = 20'

GRAPHIC SCALE

(IN FEET)
1 inch = 20 ft.

RESOLUTION NO. 23-369

APPROVING A SUBDIVISION AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND OLD ROSEVILLE, LLC, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a subdivision agreement, by and between the City of Roseville and Old Roseville, LLC, for The Belvedere Subdivision, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

RECORDING REQUESTED BY AND WHEN
RECORDED, PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

Exempt from recording fees
Pursuant to Govt. Code §27383

SUBDIVISION AGREEMENT

THE BELVEDERE SUBDIVISION

THIS AGREEMENT, made and entered into this ____ day of _____,
20__, by and between the CITY OF ROSEVILLE, a municipal corporation ("CITY"), and

OLD ROSEVILLE, LLC,
a California Limited Liability Company ("SUBDIVIDER"),

WITNESSETH:

WHEREAS, SUBDIVIDER is possessed of a tract of land lying in the City of Roseville,
County of Placer, known as "THE BELVEDERE Subdivision" (Subdivision
no. PL 20-0050 "the Subdivision"); and

WHEREAS, a tentative map of the Subdivision was approved by the City Planning
Commission on the 27th day of August, 2020 and the final map of the Subdivision
has been approved subject to the execution of this Agreement; and

WHEREAS, the final map has been filed on the ____ day of _____, 20__ in Book _____ of Parcel/Subdivision Maps at Page _____ in the Official Records, Placer County Recorder, file no. _____; and

WHEREAS, Section 18.20.110 of the Roseville Municipal Code, regulating the subdivision of land in the City, requires that SUBDIVIDER shall execute and file an agreement between itself and CITY relating to the improvements to be made in a subdivision, prior to the approval by the City Council of the final map.

NOW, THEREFORE, the parties agree as follows:

1. Rights-of-Way. Except as otherwise provided by this Agreement, CITY rejects all lands, right-of-ways, and easements offered for dedication on the final map of the Subdivision. All such offers shall, however, remain open, and shall constitute irrevocable offers of dedication in accordance with Government Code Section 66477.2. All such offers may be accepted by CITY in its sole discretion at any later date without further notice to SUBDIVIDER as provided by law.

By way of explanation only, it is the current intention of CITY to accept all or part of such irrevocable offers to dedicate upon acceptance of the improvements called for in this Agreement.

2. Improvements - Time Limit. SUBDIVIDER agrees to cause all improvements to be made and constructed in the Subdivision to fully comply with the requirements of the Roseville Municipal Code and the Subdivision Map Act of the State of California according to the improvement plans for the Subdivision prepared by King Engineering, Inc., dated June 2021 and approved by the City Engineer and including any changes or

alterations to such improvements required by the City Engineer, and to install, on or before 12/31/2024, such survey monuments as may be required by the City Engineer ("the Work"). SUBDIVIDER agrees to pay for any materials, provisions or other supplies used in, upon, for or about the performance of the Work, or for any work or labor of any kind done in connection with the Work, or for any amounts due under the Unemployment Insurance Act with respect to such work or labor.

SUBDIVIDER agrees to complete all of the Work on or before twenty-four (24) months from the date of this Agreement. If in the opinion of the City Engineer of CITY, an extension of this Agreement is not detrimental to the public welfare, he or she is, in his or her sole discretion, hereby authorized to extend the time within which the Work shall be completed for a period not to exceed twelve (12) months. Upon a written application made by SUBDIVIDER, further extensions, not to exceed an additional six (6) months, shall be reviewed and approved at the discretion of the City Engineer of CITY. Any such application extension request by SUBDIVIDER shall fully state the grounds and facts relied upon for the granting of additional extensions.

In the event that SUBDIVIDER shall fail to complete the Work within the time provided by this Agreement, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, enter upon the Subdivision and complete the Work and recover the full cost and expense of such construction from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

If at anytime prior to the expiration of the time provided by this Agreement the City Engineer of CITY determines that a safety hazard exists within an existing public right-of-

way, the City Engineer shall give written notice to SUBDIVIDER to eliminate the safety hazard. If SUBDIVIDER fails to eliminate the safety hazard within five (5) calendar days of the written notice, CITY may, in its sole discretion and in addition to any other remedy provided in this Agreement or by law, eliminate the safety hazard and recover the full cost and expense of such work from SUBDIVIDER, SUBDIVIDER's successors and assigns, or from the then owner of the Subdivision, and/or place a lien upon the Subdivision for such cost and expense.

3. Acquisition and Dedication of Easements or Rights-of-Ways. If any of the Work is to be constructed or installed on land not within the Subdivision or already existing public right-of-way, no construction or installation shall be commenced before:

a. The irrevocable offer of dedication or conveyance to CITY of appropriate right-of-ways, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the improvements or work; or

b. The issuance of an order of possession by a court of competent jurisdiction pursuant to the State Eminent Domain Law. SUBDIVIDER shall comply in all respects with any such order of possession.

Nothing in this Section 3 shall be construed as authorizing or granting an extension of time to SUBDIVIDER for completion of the Work.

4. Inspection Fees and Costs. The City Engineer shall inspect all of the Work improvements made in the Subdivision to see that they comply with CITY's subdivision regulations and specifications. SUBDIVIDER shall deposit the estimated inspection fee and reimburse CITY for the cost of such inspections in accordance with Roseville Municipal Code section 18.20.070.

5. Securities.

a. SUBDIVIDER shall file with this Agreement two (2) improvement securities as set forth in Roseville Municipal Code Sections 18.20.150 and 18.20.160. Each security shall be in the amount of one hundred percent (100%) of the total estimated cost of the Work as determined by the City Engineer which amount is the sum of \$648,119.00. One improvement security shall secure faithful performance of this Agreement as required by Section 66499.3(a) of the Government Code of the State of California (the "faithful performance" security). The second improvement security shall, as required by Section 66499.3(b) of the Government Code of the State of California, secure the obligations set forth in Title 1 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code of the State of California for payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the Work (the "payment security"). The improvement securities required under this paragraph shall also secure placement of monumentation and guarantee payment therefor as provided by California Government Code section 66496.

b. SUBDIVIDER shall also file with this Agreement a "guarantee and warranty security" in the amount of ten percent (10%) of the City Engineer's estimated cost of the Work as set forth in Section 18.20.170 of the Roseville Municipal Code to guarantee and warrant the Work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, as required by Section 66499(a)(5) of the Government Code of the State of California. The guarantee and warranty security shall be released upon SUBDIVIDER's request following expiration of the warranty period and subject to the reasonable determination of the City Engineer that SUBDIVIDER's warranty obligations have been satisfied.

c. Any bonds submitted as security pursuant to this section shall be executed by a surety company authorized to transact a surety business in the State of California. All required securities shall be in a form approved by the City Attorney of CITY.

6. Successors and Assigns – Covenant Running with the Land. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Office of the Recorder of Placer County concurrently with the final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property within the Subdivision.

7. Acceptance of Improvements Upon Completion. Upon satisfactory completion of the Work, in accordance with this Agreement, CITY agrees to accept the Work and its improvements and the offers of dedication described in paragraph 1, subject to the provisions of paragraphs 1 and 10 of this Agreement.

8. Notice Regarding Construction. SUBDIVIDER shall notify the City Engineer of CITY in writing three (3) days prior to the commencement of construction of the Work.

9. Subdivider's Obligation to Warn Public During Construction. Until final acceptance of the Work, SUBDIVIDER shall give good and adequate warning to the public of each and every dangerous condition which may exist in the Work, and will take all reasonable actions to protect the public from any such dangerous condition.

10. Warranty.

a. SUBDIVIDER guarantees and warrants the public improvements which constitute the Work required by this Agreement, and agrees to remedy any defects in the improvements or the Work arising from faulty or defective materials or construction of said improvements or the Work occurring within twelve (12) months after their acceptance by CITY.

SUBDIVIDER agrees to permit inspection of all improvements in the Subdivision by the City Engineer of CITY for such period, and to reimburse CITY for the cost of such inspections.

b. If, within the warranty period, the Work or improvement or any part of the Work done, furnished, installed, or constructed fails to fulfill any of the requirements of this Agreement or the improvement plans and specifications, SUBDIVIDER shall, without delay or cost to CITY, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work. CITY may, at its sole option, perform such repair or replacement itself if SUBDIVIDER has failed to commence such repair within twenty (20) days after CITY has mailed written notice of default to SUBDIVIDER and to SUBDIVIDER'S Surety. In such event, SUBDIVIDER agrees to pay the cost of such repair and replacement by CITY and CITY may, at its option, recover such cost as a lien against the Subdivision should the cost exceed the inspection fee deposited pursuant to paragraph 4 of this Agreement.

Should CITY determine that the public safety requires repairs or replacements to be made before SUBDIVIDER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work. SUBDIVIDER shall pay to CITY the cost of such repairs and CITY may at its option recover such cost as a lien against the Subdivision.

11. Indemnification. To the fullest extent allowed by law, SUBDIVIDER shall defend, indemnify, and save and hold harmless CITY, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of SUBDIVIDER 's willful misconduct or negligent act or omission while engaged in the performance of obligations or

exercise of rights created by this Agreement, except those matters arising from CITY's sole or active negligence or willful misconduct. The parties intend that this provision shall be broadly construed.

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

12. Insurance. SUBDIVIDER agrees to continuously maintain, in full force and effect, at a minimum the following policies of insurance during the term of this Agreement.

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
General Liability	\$2,000,000 per occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 per occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Workers' Compensation	Statutory

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

b. Additional Insureds. SUBDIVIDER shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation, for ongoing and completed operations. Such insurance shall specifically cover the contractual

liability of SUBDIVIDER. The additional insured coverage under the SUBDIVIDER's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

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

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

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

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

f. Waiver of Subrogation. SUBDIVIDER hereby agrees to waive subrogation which any insurer of SUBDIVIDER may acquire from SUBDIVIDER by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by SUBDIVIDER, its employees, agents and subcontractors.

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

13. Irrevocability of Security. The improvement securities furnished pursuant to paragraph 5 shall be irrevocable, shall not be limited as to time (except as to the one-year guarantee and warranty period specified in paragraph 10) and shall provide that they may be released, in whole or part, only upon the written approval of the City Engineer of CITY.

14. Attorney's Fees; Venue; Governing Law. Any action by any party to this Agreement, or any action concerning a security furnished pursuant to paragraph 5, shall be brought in the appropriate court of competent jurisdiction within the County of Placer, State of California, notwithstanding any other provision of law which may provide that such action may be brought in some other location. In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded a reasonable attorney's fee, as may be

determined by the Court. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Release of Faithful Performance Security. Release of faithful performance security shall be in compliance with and pursuant to the procedures set forth in Government Code Section 66499.7. Upon the completion of all secured Work by SUBDIVIDER and written acceptance of that completed Work by CITY, and the furnishing of the warranty security as required by paragraph 5(b), the City Engineer shall authorize the release of the remaining faithful performance security.

16. Release of Payment Security. Thirty-five (35) days after a notice of completion is recorded with respect to the Work, the City Engineer of CITY may authorize the release of the payment security, in the event that no claims have been filed against said security. In the event that claims or actions are filed against the security, the City Engineer may release so much of such security as is in excess of the total of the claims made against it, plus a reasonable amount of costs and attorney's fees.

17. Automatic Termination Upon Completion and Sale of Residential Unit. This Agreement and any lien pursuant hereto shall automatically be terminated, without any further action by either party or need to record any additional document, with respect to any single-family residential lot within a parcel designated by the Specific Plan for residential use, upon completion of construction and issuance by the City of a final inspection for a dwelling unit upon such residential lot and conveyance of such improved residential lot to a bona-fide good faith purchaser thereof. In connection with its issuance of a final inspection for such improved lot, City shall confirm that: (i) all improvements which are required to serve the lot, as determined by City, have been accepted by City; (ii) the lot is included within the Maintenance CFD as required

by the applicable Development Agreement or other financing mechanism acceptable to the City, to the extent required hereby; and (iii) if and to the extent applicable to such lot, an affordable purchase or rental housing agreement has been recorded on the lot. Termination of this Agreement for any such residential lot as provided for in this section shall not in any way be construed to terminate or modify any assessment district or Mello-Roos Community Facilities District lien affecting such lot at the time of termination.

18. Failure of Performance. In addition to any other remedies provided in this Agreement or by law, in the event SUBDIVIDER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of SUBDIVIDER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of SUBDIVIDER. In the event CITY seeks recourse against a security, CITY shall also have recourse against SUBDIVIDER for any and all amounts necessary to complete the obligations of SUBDIVIDER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Section 66499.4 of the Government Code, incurred by CITY, in addition to the costs of the improvements, shall be a proper charge against the security and SUBDIVIDER.

19. Integration. This Agreement is an integrated agreement. It supersedes all prior negotiations, representations, or agreements, either written or oral.

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

21. Notices. Any notices sent to the parties relating to this Agreement shall be sent by first class mail, postage prepaid or delivered to the following addresses:

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Mark Martella, member
Old Roseville, LLC
1204 Wood Oak Ct.
Roseville, CA 95747

Either party may amend its address by giving written notice to the other.

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

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

CITY OF ROSEVILLE, a
municipal corporation,

OLD ROSEVILLE, LLC,
a California Limited Liability Company

BY: _____
DOMINICK CASEY
City Manager

BY: 
Print name: Mark Martella
Title: Managing Member

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

BY: **Signed in Counterpart**
Print name: _____
Title: _____

(NOTARIZATION REQUIRED)

Marc Stout, City Engineer
City of Roseville
311 Vernon Street
Roseville, CA 95678

Mark Martella
OLD Roseville LLC
1204 Wood Oak Ct.
Roseville, CA 95747

Either party may amend its address by giving written notice to the other.

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CITY OF ROSEVILLE, a
municipal corporation,

OLD ROSEVILLE, LLC, a
California Limited Liability
company
BY: SR Revocable Trust
x Member

BY: _____
DOMINICK CASEY
City Manager

BY: 
Print name: Derek Lee
Title: Member Trustee

ATTEST:

and

BY: _____
CARMEN AVALOS
City Clerk

Signed in Counterpart
BY: _____
Print name: _____
Title: _____

(NOTARIZATION REQUIRED)

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUFFICIENCY:

BY:  _____
MARC STOUT
City Engineer

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

State of California)
) ss.
County of Placer)

On July 31, 2023 before me,

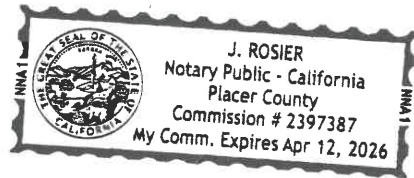
J. Rosier
Notary Public personally appeared Mark Martella

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

[Signature]



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~~ Idaho
County of Kootenai

On August 3rd 2023 before me, Teresa S. Wright, Notary
(insert name and title of the officer)

personally appeared Derrek Lee
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.

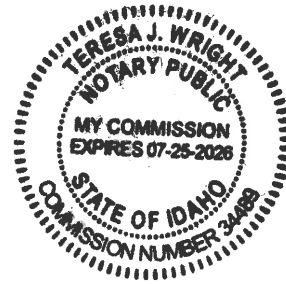
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Teresa S. Wright

(Seal)





COUNCIL COMMUNICATION

CC #: 2918

File #: 0401-02-02-1

Title: Downtown Roseville Specific Plan - The Belvedere Townhomes - Access Easement and Maintenance Agreement
Contact: David Samuelson 916-774-5442 dsamuelson@roseville.ca.us

Meeting Date: 9/6/2023

Item #: 7.11.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution approving the execution of an Access Easement and Maintenance Agreement between the City and Old Roseville, LLC for the access and maintenance of private improvements on City property associated with The Belvedere residential project in Old Historic Roseville.

BACKGROUND

The Belvedere Townhomes Design Review Permit (PL-20-0050) was approved on August 27, 2020. The condition of approval for the project required an additional 15' to provide ingress and egress to the site off Lincoln Street. Since the City owns 512 Lincoln St., which is adjacent to the project, the City agreed to allow access across 15' of the City property. The City property is currently being used as a parking lot and the new project does not impact the current use.

FISCAL IMPACT

Under terms of the agreement, Old Roseville, LLC agrees to provide maintenance of the access agreement area, including drive aisle, landscape improvements, and related appurtenances. Therefore, approval and execution of the proposed easement and maintenance agreement will not result in a fiscal impact to the General Fund.

ENVIRONMENTAL REVIEW

Adoption of the attached resolution to approve the Access Easement and Maintenance Agreement for the Belvedere Townhomes project is an action that is subject to CEQA. CEQA compliance for the project was achieved in April 2009 with adoption of an Downtown Roseville Specific Plan Environmental Impact Report (EIR) (Adopted: April 6, 2009) (SCH: 2007102090). An Addendum to the original Downtown Roseville Specific Plan EIR was prepared prior to approval of the Belvedere Townhomes Project. The Addendum was considered, and the project

was approved, by the Planning Commission in August 2020. Because the Belvedere Access Easement and Maintenance Agreement is consistent with the project evaluated in Belvedere Townhomes Project Addendum to the Downtown Roseville Specific Plan EIR, no new effects would be expected to occur and all applicable mitigation measures from the Belvedere Townhomes Project Addendum to the Downtown Roseville Specific Plan EIR will be implemented. As such, no additional CEQA action is required at this time.

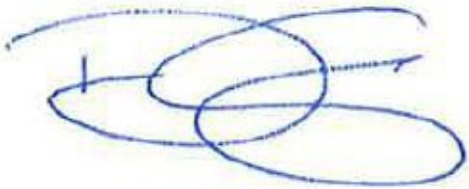
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

David Samuelson, Associate Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-368

Agreement

Vicinity Map

RESOLUTION NO. 23-368

APPROVING AN ACCESS EASEMENT AND MAINTENANCE AGREEMENT, BETWEEN
THE CITY OF ROSEVILLE AND OLD ROSEVILLE, LLC, AND AUTHORIZING THE
CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, The Belvedere Townhomes DRP (PL-20-0050) was approved on August 27, 2020, and a condition of approval for the project required an additional 15' to provide ingress and egress to the site off Lincoln Street; and

WHEREAS, since the City owns the property located at 512 Lincoln Street, which is adjacent to the project, the City agreed to allow access across 15' of the City property, which is currently being used as a parking lot; and

WHEREAS, the Access Easement and Maintenance Agreement, by and between the City of Roseville and Old Roseville, LLC, has been reviewed by the City Council; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that said Access Easement and Maintenance Agreement is hereby approved and that the City Manager is authorized to execute it and any and all documents as may be necessary to effect the recordation, on behalf of the City of Roseville; and

BE IT FURTHER RESOLVED that the City Clerk or her designee is directed to record the Access Easement and Maintenance Agreement, and any other necessary and related documents, at the Recorder's office of Placer County.

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

EXHIBIT “A”

EXHIBIT “B”

RECORDING REQUESTED BY
AND WHEN RECORDED,
PLEASE RETURN TO:

City Clerk
CITY OF ROSEVILLE
311 Vernon Street
Roseville, CA 95678

EXEMPT FROM RECORDING FEES
PURSUANT TO GOVT. CODE 27383

Space Above For Recorder's Use

THE UNDERSIGNED GRANTOR DECLARES:

DOCUMENTARY TRANSFER TAX IS \$0.00 CITY TRANSFER TAX IS \$0.00

This conveyance is exempt from the documentary transfer tax since a governmental agency is acquiring/providing real property interest with a value less than the threshold amount in creating mere access, R & T 11922 and 11911.

ACCESS EASEMENT AND MAINTENANCE AGREEMENT

This Access Easement and Maintenance Agreement ("**Agreement**") is entered into as of 5-21, 2021, by Old Roseville LLC, a California limited liability company ("Old Roseville"), and by the City of Roseville, a municipal corporation ("City").

RECITALS

WHEREAS, Old Roseville is the owner of real property located in Roseville, California, adjacent to Lincoln Street, identified as Lots 1 through 16 as shown on the subdivision map "The Belvedere, Subdivision No. PL20-0050" submitted for recordation in Book ____ of Maps; Pages ____ to ____, Official Records of the County of Placer, more particularly described in Exhibit A ("Old Roseville Parcel") attached hereto.

WHEREAS, the City is the owner of real property located at 512 Lincoln Street (Assessor Parcel Number 011-147-015), more particularly described as the property granted to the City of Roseville by the Deed filed in the office of the Recorder of Placer County in Book 263 of official records, Page 405, being in the Southeast quarter of Section 34, Township 11 North, Range 6 East, M.D.M., in the City of Roseville, County of Placer, State of California. Said property granted to the City of Roseville is shown on Record of Survey #1405 filed in the office of the Recorder of Placer County in Book 11 of Surveys, at Page 103.

WHEREAS, Conditions of Approval adopted on August 27, 2020, by the City Planning Commission, Item 6.1: Minor Design Review, Tentative Parcel Map, and Tree

Permit – 510 Lincoln Street – DTSP PCL DT-4 – Belvedere Townhomes – PL20-0050, required as Condition No. 7 to the Tentative Subdivision Map, that the applicant, Old Roseville, request a fifteen-foot access easement through the City Parcel.

WHEREAS, Condition No. 8 of the City Planning Commission, Item 6.1: Minor Design Review, Tentative Parcel Map, and Tree Permit – 510 Lincoln Street – DTSP PCL DT-4 – Belvedere Townhomes – PL20-0050, also required an access easement through the north and northeastern portion of the Old Roseville Parcel be granted by Old Roseville to the City for access to the property located at 101 Roseville Street (APN 013-250-025) as part of the subdivision map, should the property be developed, which was accomplished as noted above (Exhibit B).

WHEREAS, this Agreement is made pursuant to California Civil Code Section 1468, it being the intent of the parties that this Agreement shall bind the City, Old Roseville, and each successive owner of the City Parcel and Old Roseville Parcel in perpetuity or unless terminated by mutual written consent.

NOW THEREFORE, for valuable consideration, the sufficiency of which is acknowledged, City and Old Roseville agree and declare as follows:

1. **Purpose**. The City grants to Old Roseville a non-exclusive easement for vehicular access, ingress and egress over and across drive aisle, driveways, and access ways located on the southern 15 feet of the City Parcel, whether currently existing or constructed in the future. (Exhibit B.)
2. **Maintenance**. Old Roseville agrees to maintain, repair, and replace the pavement and other access-related improvements in the driveways, drive aisles, and access ways, and curbs, planter box/improvements, signs, and landscaping located within the access easement area on the City Parcel as the same exist from time to time. It is the intent of Old Roseville to transfer this obligation to the Association as its successor in interest as part of the private road system, but notwithstanding, this obligation is ultimately the responsibility of Old Roseville or its successor(s) in interest as it runs with the land. If Old Roseville or its successor in interest, fails to maintain, repair or replace (or cause to be maintained, repaired and replaced) such improvements, the owner of the City Parcel may notify the owner of the Old Roseville Parcel of such failure in writing and in reasonable detail; and if the owner of the Old Roseville Parcel fails to perform (or cause to be performed) the applicable work within thirty (30) days after such notice is delivered, then the owner of the City Parcel may, but shall not be obligated to, undertake any or all of the work described in the notice at the owner of the Old Roseville Parcel's reasonable cost and expense.
3. **Agreement Runs with the Land**. This Agreement is an instrument affecting the title or possession of the City Parcel benefitting the Old Roseville Parcel. It shall run with the land, and all of the terms, covenants, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of all of the parties successors in interest. Old Roseville and any successor(s) shall not assign any obligation under this Agreement without the prior written consent of CITY.

4. **Exhibits Incorporated.** The Exhibits described above and attached hereto are incorporated herein by this reference as if fully set forth at this place.

5. **Indemnification.** To the fullest extent allowed by law, Old Roseville and owners and successors in interest shall defend, indemnify, save and hold harmless City, its officers, agents, employees and volunteers, from every expense, liability, or payment by reason of injury (including death) to persons, or damage to property, suffered through any act or omission, including passive negligence or active negligence, or both, of Old Roseville, or owners, their employees, agents, contractors, subcontractors, owners' association, or anyone directly or indirectly employed by either of them (all inclusive of and as "Old Roseville"), or arising in any way from the use of the property covered by this Agreement. The parties intend that this provision shall be broadly interpreted. Old Roseville'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.

6. **Insurance.** Old Roseville and its successor(s) agree to continuously maintain, in full force and effect, the following minimum policies of insurance during the term of this Agreement.

COVERAGE	LIMITS OF LIABILITY
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate
Personal Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit

Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Old Roseville, owners, and successors and assigns 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.

7. **Attorney's Fees.** In the event of any controversy, claim or dispute relating to this Agreement or any breach of this Agreement, the prevailing party shall be entitled to recover from the losing party reasonable costs and expenses, including attorneys' fees and costs.

8. **Time is of the Essence.** Time is of the essence of this Agreement.

9. **Integration.** This is an integrated Agreement, and contains the complete understanding of the parties. It shall be read as a whole.

10. **Notices.** Any notices required by this Agreement shall be delivered or mailed, U.S. Mail first class postage prepaid, addressed as follows:

CITY OF ROSEVILLE:
ATTN: Development Services Dept.
311 Vernon St.
Roseville, CA 95678

DEVELOPER:
Old Roseville, LLC
1204 Wood Oak Court
Roseville, CA 95747

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

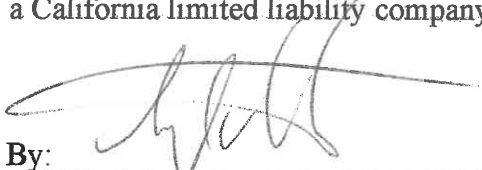
11. **Venue.** Governing Law. Any action arising out of this Agreement shall be brought in Placer County. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the City of Roseville, a municipal corporation, has caused this Agreement to be executed 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 _____, 202__, and Old Roseville has caused this Agreement to be executed.

CITY OF ROSEVILLE
a municipal corporation

OLD ROSEVILLE LLC
a California limited liability company

By: _____
DOMINICK CASEY
City Manager

By:  _____
MARK MARTELLA
Member 5-21-2021

ATTEST:

By: _____
SONIO OROZCO
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
MICHELLE SHEIDENBERGER
City Attorney

By:  for
BRUCE R. INMAN
Attorney for Old Roseville LLC

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF Placer)

On May 21, 2021, before me, Karen Catanio, Notary Public
(insert name and title of the officer)

personally appeared Mark Martella,
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

Karen Catanio

(Seal)

THE BELVEDERE

SUBDIVISION NO. PL20-0050
A MERGER AND RESUBDIVISION OF PARCELS
ONE, TWO AND THREE AS DESCRIBED IN
DOCUMENT NO. 2019-0039984
BEING A PORTION OF SECTION 34
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
PLACER COUNTY, CALIFORNIA
FEBRUARY, 2021

CENTERPOINT ENGINEERING, INC.
4230 ROCKLIN RD., SUITE 200
ROCKLIN, CALIFORNIA 95677

BASIS OF BEARINGS:

THE CENTERLINE OF FOOTHILLS BOULEVARD PER 34 P.M. 73, BETWEEN THE MONUMENTS SHOWN HEREON AS FOUND, TAKEN AS NORTH 00°26'42" WEST

LEGEND: (ALL PIPE SIZES ARE INSIDE DIAMETER)

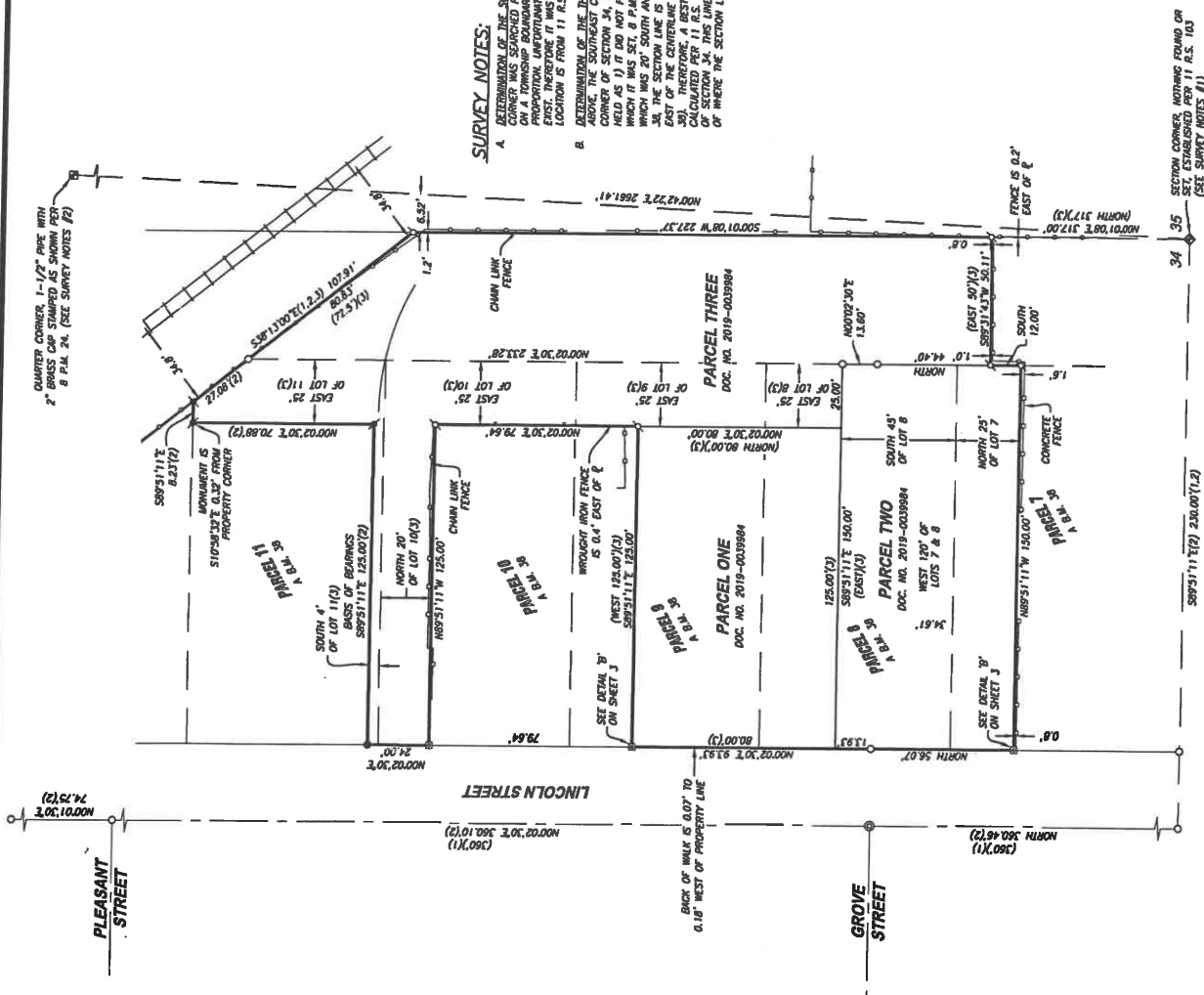
- DIMENSION POINT, NOTHING FOUND OF SET
 FOUND ¾" REBAR WITH PLASTIC CAP 1'S 5100" PER (2)
 FOUND CUT CROSS IN CONCRETE PER (2)
 FOUND ¾" REBAR WITH SLEEVE STAMPED 1'S 4751" PER (3)
 FOUND COMPRESSED MONUMENT, NO HARNINGS, PER (1) UNLESS
 OTHERWISE NOTED
 SET ¾" IRON PIPE WITH YELLOW CAP 1'S 6947"
 SET ¾" IRON PIPE WITH YELLOW CAP 1'S 6947" SET ON SIDE LOT LINE
 PROJECTED 1.00' INTO ADJACENT LOT UNLESS OTHERWISE NOTED
 SET 1" BRASS DISC IN CONCRETE STAMPED 1'S 6947"
 SET 2" BRASS CAP STAMPED 1'S 6947" IN MONUMENT WELL
 PROPERTY LINE
 RAIAL BEARING
 RECORD PER BOOK 4 OF MAPS, PAGE 30
 RECORD PER BOOK 11 OF SURVEYS, PAGE 103
 RECORD PER DOCUMENT 2019-0025984

SURVEY NOTES:

- A. DETERMINATION OF THE SOUTHWEST CORNER OF SECTION 34: THE SECTION CORNER WAS SEARCHED FOR BUT NOT FOUND. THE SOUTHWEST CORNER IS ON A TOWNSHIP BOUNDARY LINE IT SHOULD BE ESTABLISHED BY SPACE PROPORTION. UNFORTUNATELY, THE TWO SECTION CORNERS TO THE EAST DO NOT FIT THE PROPORTION. THEREFORE, THE SECTION CORNER WAS DETERMINED THE BEST WAY TO DETERMINE ITS LOCATION IS FROM 11 A.S. 101.
- B. DETERMINATION OF THE EAST LINE OF SECTION 34: PER PARAGRAPH 11' CORNER OF SECTION 34 WAS HELD. THE EAST QUARTER CORNER OF SECTION 34, PER B.B. 30, WAS HELD AS IT WAS NOT HELD AS 1) IT DO NOT FIT THE OLD FENCE LINE AND 2) IT WAS NOT HELD AS IT WAS SET, B.B. 20, SAYS IT WAS SET BASED ON A 2" X 8" STAKE WHICH WAS 20' SOUTH AND 10' WEST OF THE QUARTER CORNER, PER A B.M. 30. THE SECTION LINE IS 90' EAST OF THE EAST LINE OF BLOCK 1 AND 230' WEST OF THE CENTERLINE OF LINCOLN STREET (CHURCHMAN STREET PER A B.M. 30). THE CENTERLINE OF LINCOLN STREET WAS ESTABLISHED BY SPACE PROPORTION. PER A.B. 101 AND THE WEST LINE OF SECTION 34, THIS LINE FITS THE IMPROVEMENTS AND IS THE BEST INDICATION OF WHERE THE SECTION LINE WAS WHEN A B.M. 30 WAS ORIGINALLY SURVEYED.

NOTES:

1. THIS SUBDIVISION CONTAINS 0.980± ACRES.
2. THE FOUND MONUMENTS HAVE BEEN OR WILL BE DESTROYED/DESTROYED BY CONSTRUCTION. ALL FOUND MONUMENTS ON SHEET 2 WILL BE REPLACED BY THE SET MONUMENTS SHOWN ON SHEET 1.



GRAPHIC SCALE

SCALE $\frac{1'' = 20'$

(IN FEET)

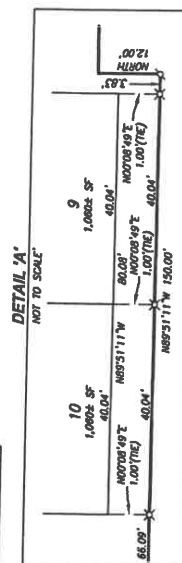
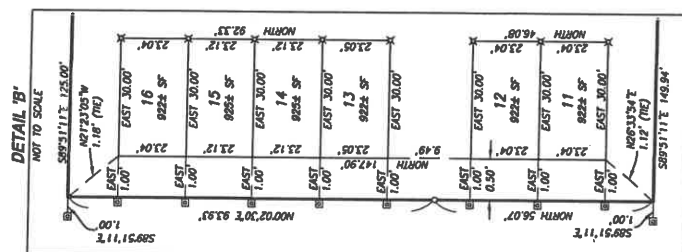
THE BELVEDERE

14 MERGER AND RESUBDIVISION OF PARCELS
ONE, TWO AND THREE AS DESCRIBED IN
DOCUMENT NO. 2019-0039984
BEING A PORTION OF SECTION 34
TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M.
PLACER COUNTY, CALIFORNIA
FEBRUARY, 2021

1230 ROCKLIN RD., SUITE 200
ROCKLIN, CALIFORNIA 95677

LEGEND: (ALL PIPE SIZES ARE INSIDE DIAMETER)

- | | |
|-----|---|
| ○ | DIVISION POINT, NOTHING FOUND OR SET |
| ● | FOUND ¾" REBAR WITH PLASTIC CAP 1'S 510" PER (2) |
| ✕ | FOUND CUT CROSS IN CONCRETE PER (2) |
| ⊗ | FOUND ¾" REBAR WITH SLEEV STAMPED 1'S 473" PER (3) |
| ✕ | FOUND CORRODED MONUMENT, NO MARKINGS, PER (1) UNLESS OTHERWISE NOTED |
| ✕ | SET ¾" IRON PIPE WITH YELLOW CAP 1'S 694" |
| ✕ | SET ¾" IRON PIPE WITH YELLOW CAP 1'S 694". SET ON SIDE LOT PROJECTED 3.00' INTO ADJACENT LOT UNLESS OTHERWISE NOTED |
| ⊗ | SET 1" BRASS DISC IN CONCRETE STAMPED 1'S 694" |
| ⊗ | SET 2" BRASS CAP STAMPED 1'S 694" IN MONUMENT WELL |
| ℓ | PROPERTY LINE |
| ⊗ | RADIAL BEARING |
| (1) | RECORD PER BOOK 4 OF MAPS, PAGE 39 |
| (2) | RECORD PER BOOK 11 OF SURVEYS, PAGE 103 |
| (3) | RECORD PER DOCUMENT 2019-0035994 |

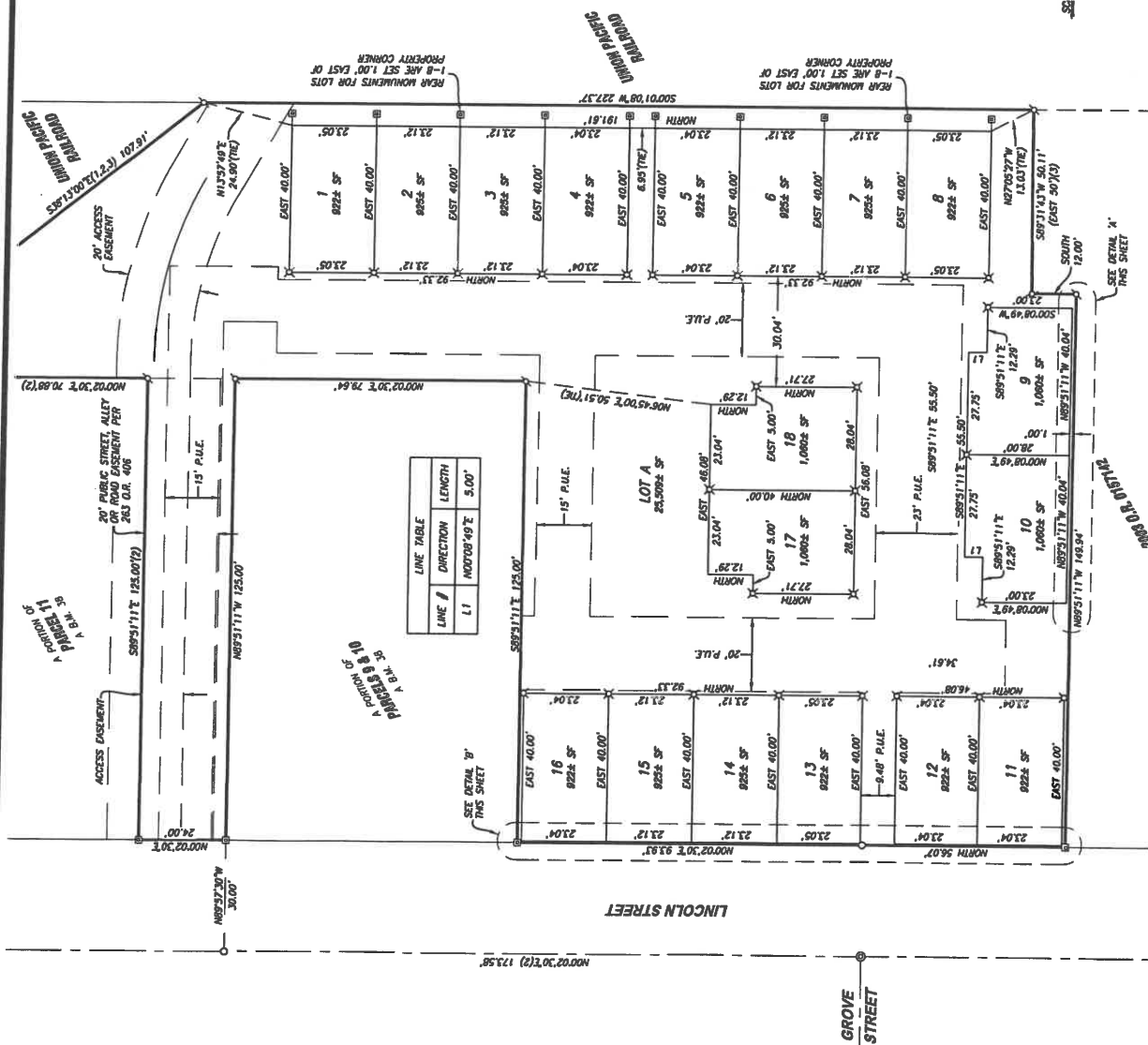


GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft

SHEET 3 OF 4



FINAL MAP

THE BELVEDERE

SUBDIVISION NO. PL20-0050

A MERGER AND RESUBDIVISION OF PARCELS ONE, TWO AND THREE AS DESCRIBED IN DOCUMENT NO. 2019-0039984

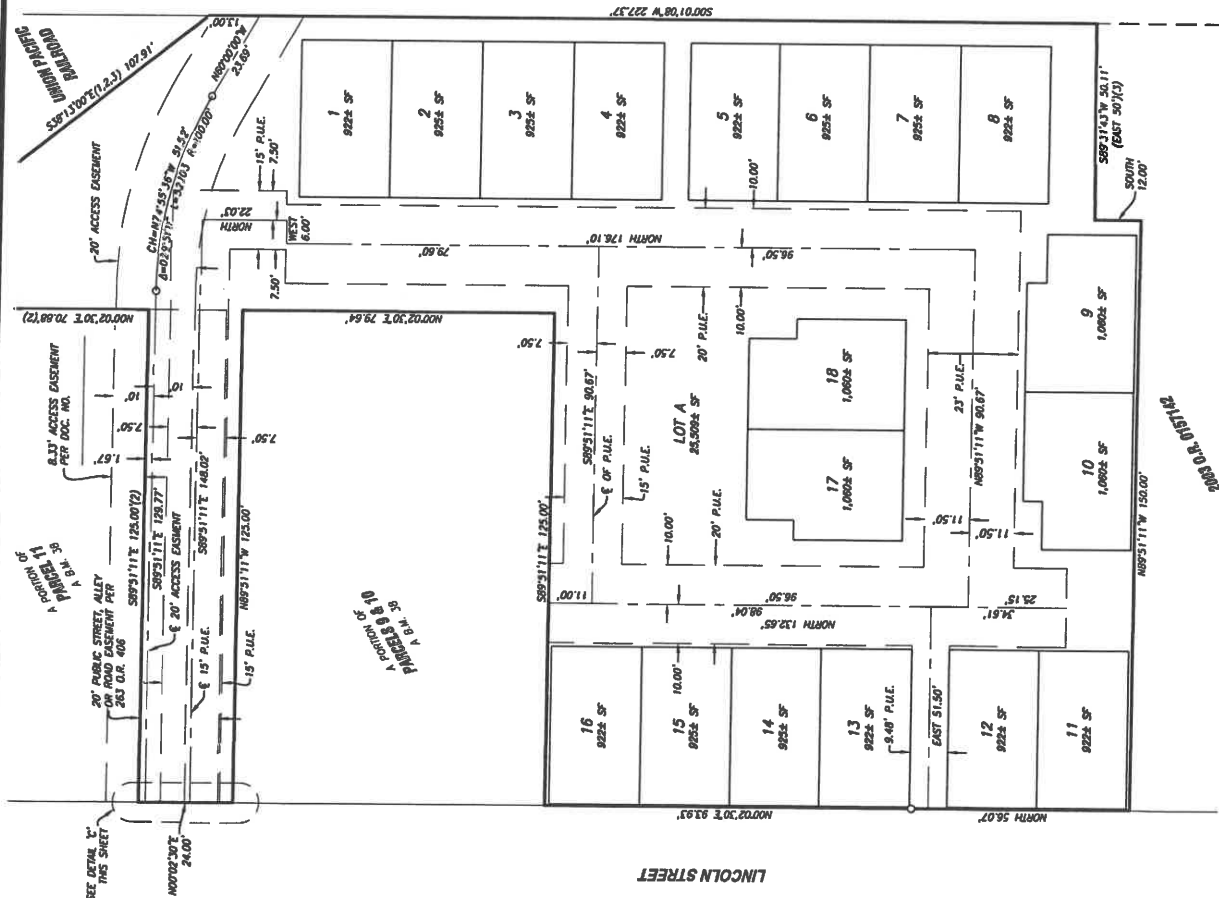
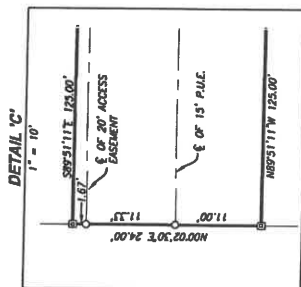
BEING A PORTION OF SECTION 34 TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.M. PLACER COUNTY, CALIFORNIA FEBRUARY 2021

CENTERPOINT ENGINEERING, INC.

4230 ROCKLIN RD., SUITE 200
ROCKLIN, CALIFORNIA 95677

LEGEND: (ALL PIPE SIZES ARE INSIDE DIAMETER)

- DIMENSION POINT, NOTHING FOUND OR SET
- FOUND ½" REBAR WITH PLASTIC CAP 15 5109" PER (2)
- ⊗ FOUND CUI CROSS IN CONCRETE PER (2)
- ⊗ FOUND ¾" REBAR WITH SLEEVE STAMPED 15 4751" PER (2)
- ⊗ FOUND CORRUMPTED MONUMENT, NO MARKINGS, PER (1) UNLESS OTHERWISE NOTED
- ⊗ SET ¾" IRON PIPE WITH YELLOW CAP 15 6947"
- ⊗ SET ¾" IRON PIPE WITH YELLOW CAP 15 6947" SET ON SIDE LOT LINE PROJECTED 3.00' INTO ADJACENT LOT UNLESS OTHERWISE NOTED
- ⊗ SET 1" BRASS DISC IN CONCRETE STAMPED 15 6947"
- ⊗ SET 2" BRASS CAP STAMPED 15 6947" IN MONUMENT WELL
- PROPERTY LINE
- ADJACENT BEARING
- (1) RECORD PER BOOK 4 OF MAPS, PAGE 38
- (2) RECORD PER BOOK 11 OF SURVEYS, PAGE 103
- (3) RECORD PER DOCUMENT 2019-0039984



GRAPHIC SCALE



EXHIBIT "B"
ACCESS EASEMENT

The Southerly 15.00 feet of the property granted to the City of Roseville by the Deed filed in the office of the Recorder of Placer County in Book 263 of official records, Page 405, being in the Southeast quarter of Section 34, Township 11 North, Range 6 East, M.D.M., in the City of Roseville, County of Placer, State of California. Said property granted to the City of Roseville is shown on Record of Survey #1405 filed in the office of the Recorder of Placer County in Book 11 of Surveys, at Page 103.



Braden Barnum

5-11-2021

EXHIBIT "B"

LINCOLN STREET

N00°02'30"E 162.52'

CITY OF ROSEVILLE
263 O.R. 405
(11 R.S. 103)

SCALE
1" = 30'

15' ACCESS
EASEMENT

16.67'

N00°02'30"E 70.88'

20' PROPOSED
ACCESS EASEMENT

S89°51'11"E 125.00'

10'
1.67'

PARCEL THREE

DOC. NO. 2019-0039984

ACCESS EASEMENT

A PORTION OF 263 O.R. 405

A PORTION OF THE SE 1/4 OF SECTION 34, T.11N., R.6E., M.D.M
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

CenterPoint Engineering, Inc.

Civil Engineering & Land Surveying
1217 Pleasant Grove Blvd. Suite 130 • Roseville, CA • 95678
Phone: 916-773-4006 Fax: 916-773-4498

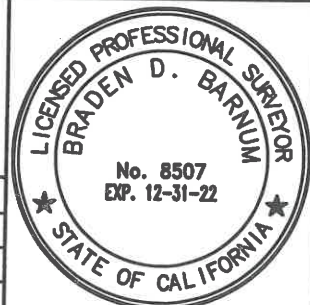


DRAWN BY: BB

CHECKED BY: MH

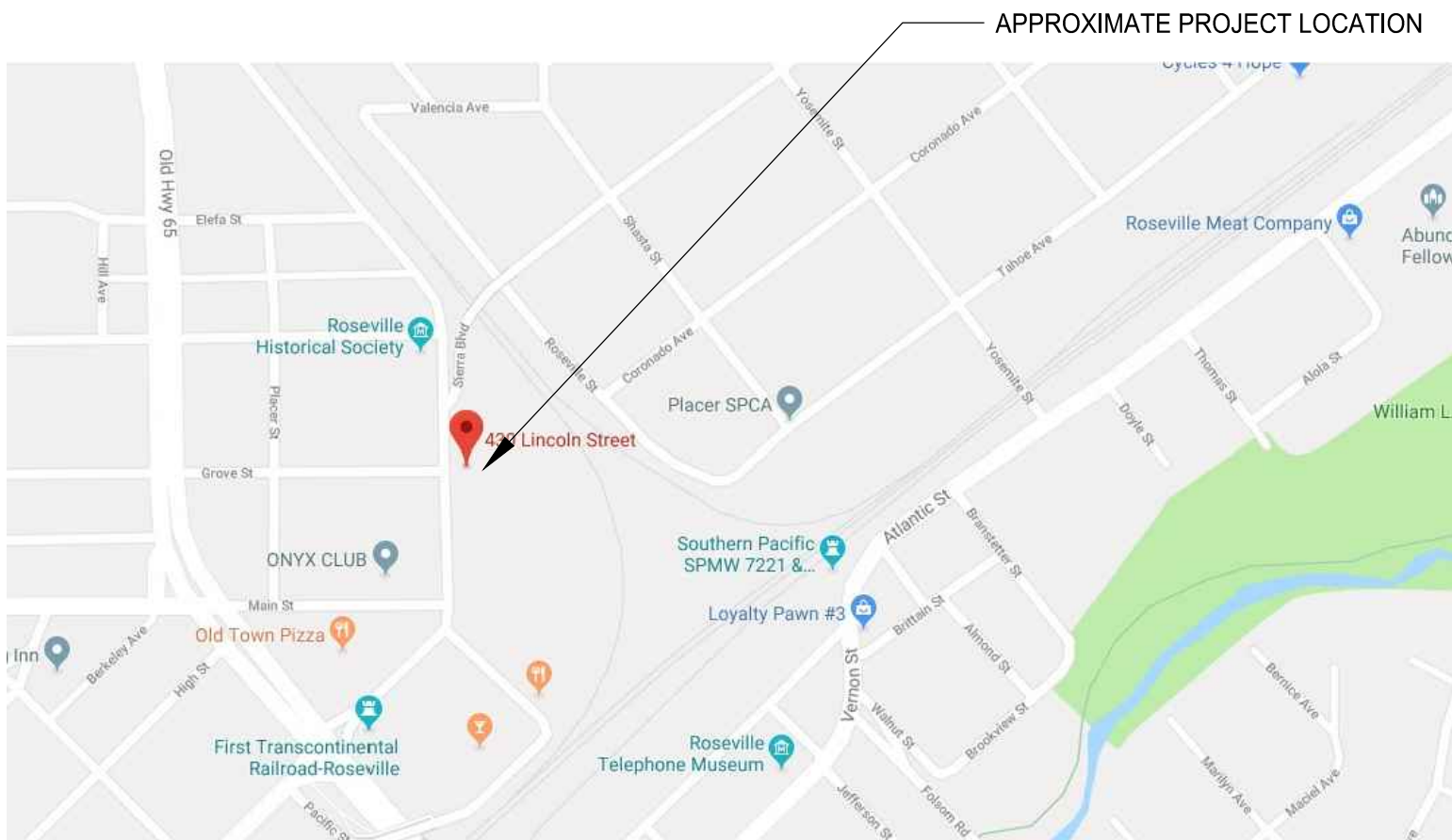
SHEET: 1 OF 1

DATE: 5-11-21



Braden Barnum

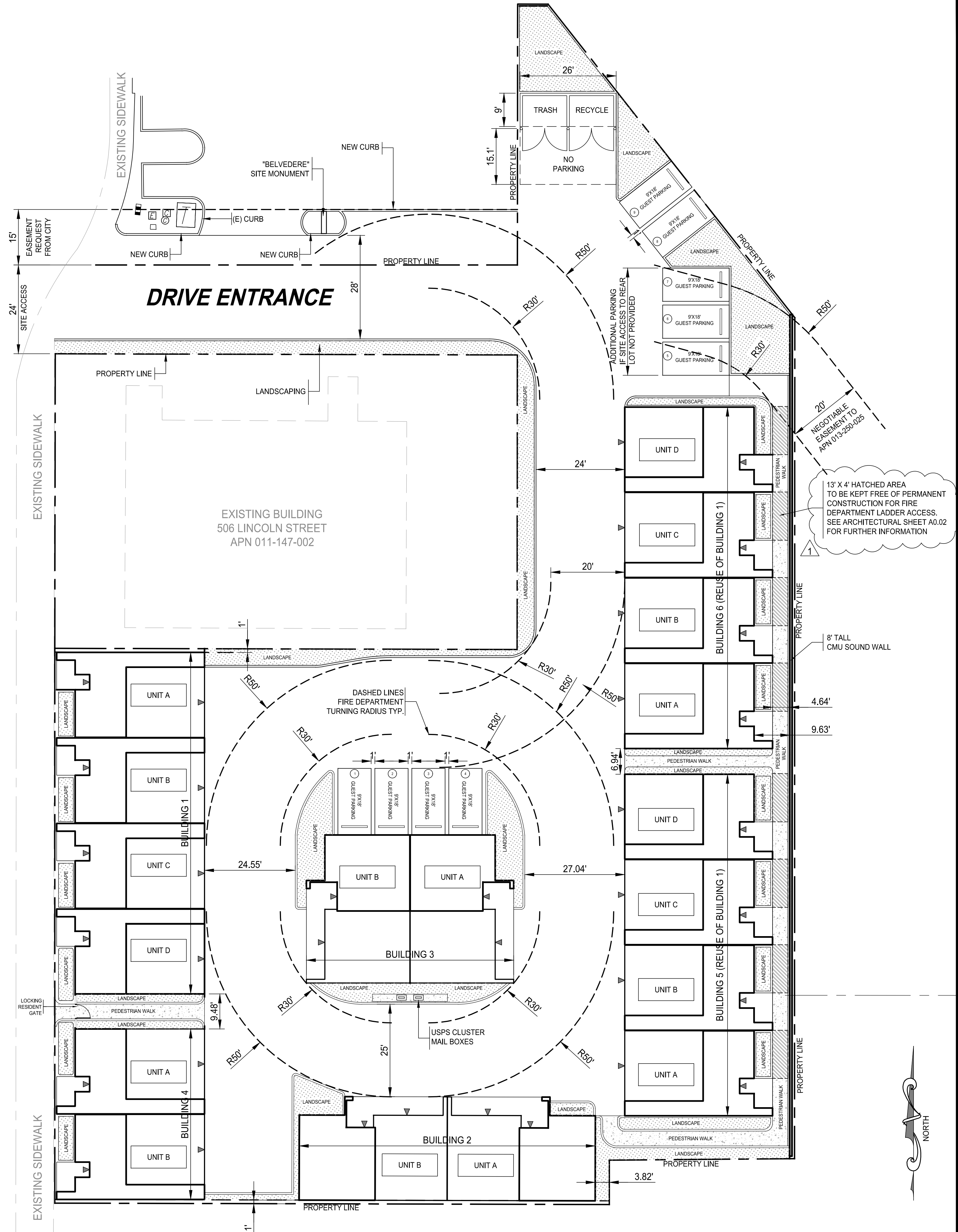
FILE: K:\211401\SURVEY\ACCESS EASEMENT\EXHIBIT B.dwg



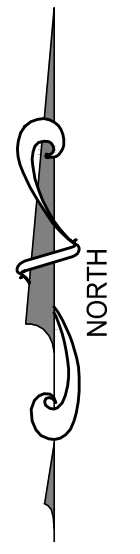
VICINITY MAP

GROVE ST.

LINCOLN STREET



SCHEMATIC SITE PLAN



THE BEL VEDERE

510 LINCOLN STREET
CITY OF ROSEVILLE, CA
OLD ROSEVILLE, LLC

HMA Architecture

2330 East Bidwell St. Suite 204
Folsom, CA 95630
(916) 597-1500

REVISIONS		
NO.	DESCRIPTION	DATE
7.		
6.		
5.		
4.		
3.		
2.		
1.	△ PLANNING COMMENTS	05/27/2020

DRAWN: HMA

SCALE: AS NOTED

DATE: 2019

JOB NO.: 19032

ARCHITECTURAL SITE PLAN

APPROVED BY THE CITY OF ROSEVILLE

BELVEDERE

PL20-0050

SHEET: **A1.01**

THIRD DESIGN REVIEW SUBMITTAL : 05/27/2020



COUNCIL COMMUNICATION

CC #: 2892

File #: 0400-04-12-1

Title: Sierra Vista Village - FD-24 Phase 1 - Notice of Completion

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

Meeting Date: 9/6/2023

Item #: 7.12.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Sierra Vista Village FD-24 Phase 1, CWJ# 190491 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth.

Respectfully Submitted,

Ignacio Vizcarra, Construction Inspection Supervisor

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-349

NOC Sierra Vista Village FD24 Phase 1

Location_Map_EN20-0767_SV_FD24_Ph1

Final Map Sierra Vista Village FD24 Phase 1

RESOLUTION NO. 23-349

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA VILLAGE FD-24 PHASE 1 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Sierra Vista Village FD-24 Phase 1 is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book GG of Maps, Page 17 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this_____day of_____, 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 CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Sierra Vista Village FD-24 Phase 1 Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Marques General Engineering.

The surety on said project was _____

The Ohio Casualty Insurance Company Bond # 38K009326

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

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

Marc Stout

City Engineer
City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, Marc Stout

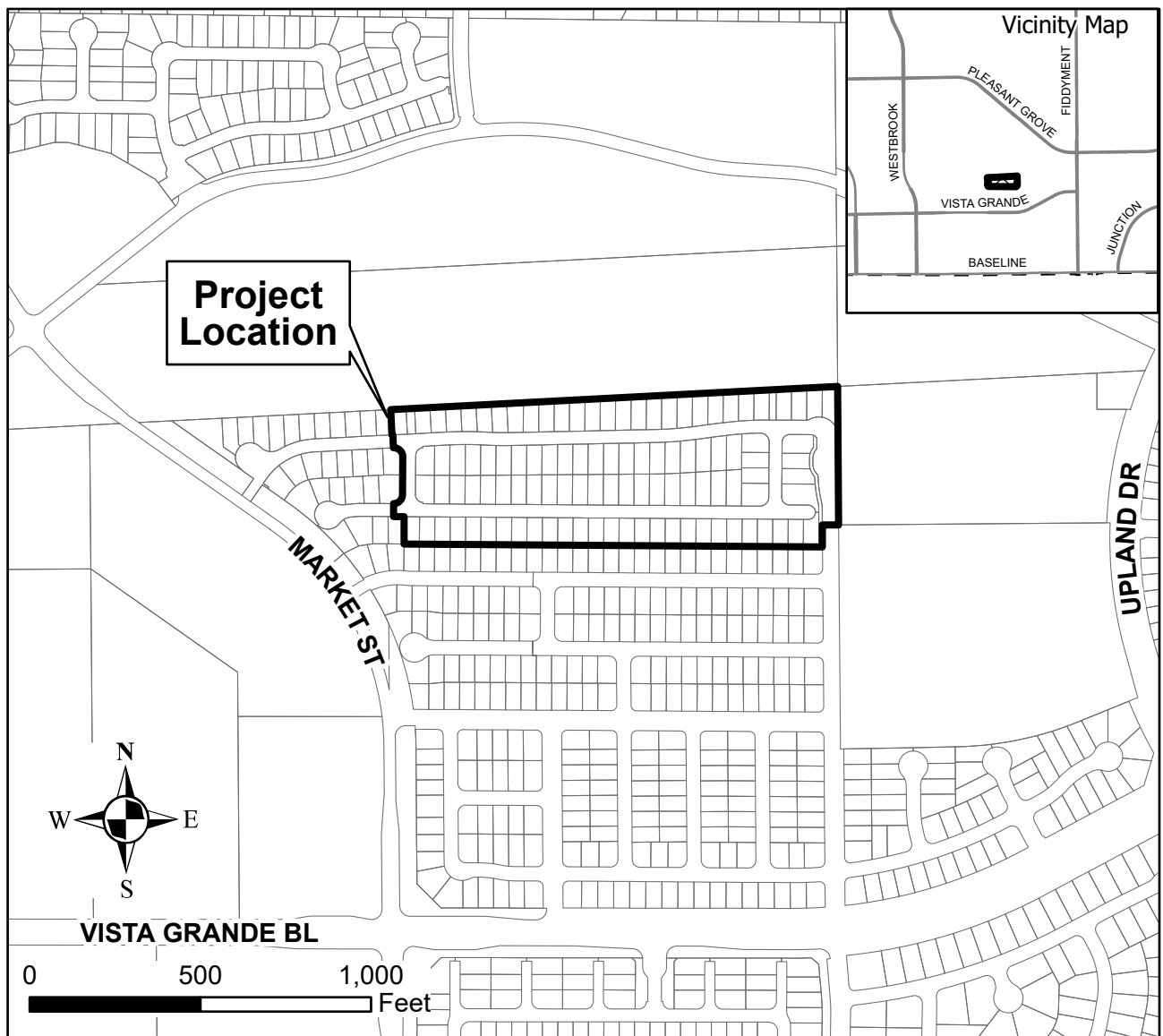
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville Sierra Vista Village FD-24 Phase 1



OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTERESTS IN THE REAL PROPERTY INCLUDED WITHIN THIS PLAT OF "SIERRA VISTA VILLAGE FD-24 - PHASE 1" SHOWN UPON THIS MAP AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- (A) PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF BUT NOT LIMITED TO WATER, GAS AND SEWER PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT 'A', LOT 'B', LOT 'D' AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE ROADS AND STREETS SHOWN HEREON AS SPARKLING COVE STREET, HORSE TRAIL ROAD, MONARCH GROVE STREET, GREAT COPPER STREET AND CANDLEWICK ROAD AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) PUBLIC EASEMENTS FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS LOT 'A' SHOWN HEREON AND DESIGNATED "E.V.A.E." (EMERGENCY VEHICLE ACCESS EASEMENT).

FD-24, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: MZ
MARTIN Z. ZIEGLER
ITS MANAGER

NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF PLACER

ON May 26, 2022, BEFORE ME, Karen Headley A NOTARY PUBLIC
(PRINT NAME AND TITLE OF OFFICER)

PERSONALLY APPEARED Martin Z. Ziegler

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.

MY COMMISSION NO. IS 2258771
MY COMMISSION EXPIRES 10-16-2022
MY PRINCIPAL PLACE OF BUSINESS IS IN Placer COUNTY.

Karen Headley
NOTARY PUBLIC
Karen Headley
PRINT NAME

PLAT OF
SIERRA VISTA VILLAGE FD-24 - PHASE 1

SUBDIVISION NO.: PL17-0204

ALL OF LOTS 2 AND 3 AS SHOWN ON THAT LARGE LOT SUBDIVISION MAP ENTITLED "SIERRA VISTA VILLAGES FD-24 AND JM-20" RECORDED IN BOOK 'FF' OF MAPS, AT PAGE 19 AND LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M. CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE 2022

BAKER WILLIAMS ENGINEERING GROUP

SHEET 1 OF 4

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF "SIERRA VISTA VILLAGE FD-24 - PHASE 1" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED 5/31/22

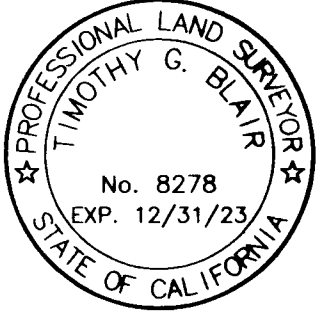
Marc Stout
MARC STOUT R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
EXPIRATION DATE 09/30/2022

I HEREBY STATE THAT I AM SATISFIED THAT THIS PLAT OF "SIERRA VISTA VILLAGE FD-24 - PHASE 1" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATED 6/1/22

Timothy G. Blair
TIMOTHY G. BLAIR
P.L.S. 8278 EXPIRATION DATE 12/31/2023



CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS PLAT OF "SIERRA VISTA VILLAGE FD-24 - PHASE 1" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS APPROVED THE ABANDONMENT OF THE IRREVOCABLE OFFER OF DEDICATION LISTED WITHIN NOTE 10 ON SHEET 2.

DATED 6/15/22

Camille
CITY CLERK, CITY OF ROSEVILLE

BY: _____
ASSISTANT CITY CLERK

SURVEYOR'S STATEMENT:

THIS MAP OF "SIERRA VISTA VILLAGE FD-24 - PHASE 1" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JOHN MOURIER CONSTRUCTION, INC. IN FEBRUARY, 2020. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2023, THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE 5/31/2022

John Karl Jeffries
JOHN KARL JEFFRIES L.S. 7820
EXPIRES 12/31/2023



RECORDER'S STATEMENT:

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY, AT 59 MINUTES AFTER 10 O'CLOCK A.M. ON THE 30th DAY OF JUNE, 2022 AND RECORDED IN BOOK GG OF MAPS, AT PAGE 17.

DOCUMENT NO. 2022-0053699

FEE \$ 92.00

RYAN RONCO
COUNTY RECORDER OF PLACER COUNTY

BY: D. Butcher
DEPUTY

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THE CENTERLINE OF MONARCH GROVE STREET, BEING N 00°26'07" W AND ESTABLISHED BY MONUMENTS FOUND AS SHOWN HEREON PER EE BM 43.

LEGEND:

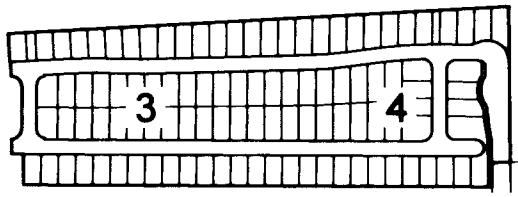
- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL LINE
- O DIMENSION POINT, NOTHING FOUND OR SET
- SET BRASS MONUMENT IN STANDARD CITY OF ROSEVILLE MONUMENT WELL STAMPED "L.S. 7820"
- FND 3/4" IRON PIPE TAGGED "L.S. 7820" PER DD BM 26
- FND 3/4" IRON PIPE TAGGED "L.S. 7820" PER EE BM 43
- FND 3/4" IRON PIPE TAGGED "L.S. 7820" PER FF BM 19
- FND BRASS MONUMENT IN STANDARD CITY OF ROSEVILLE MONUMENT WELL STAMPED "L.S. 7820" PER EE BM 43
- FND BRASS MONUMENT IN STANDARD CITY OF ROSEVILLE MONUMENT WELL STAMPED "L.S. 7820" PER EE BM 98
- (1) RECORD PER DD BM 26
- (2) RECORD PER EE BM 6
- (3) RECORD PER EE BM 43
- (4) RECORD PER FF BM 19
- (5) RECORD PER EE BM 98

NOTES:

1. THIS SUBDIVISION CONTAINS 12.711 ACRES MORE OR LESS, AND CONSISTS OF 105 SINGLE FAMILY LOTS NUMBERED 1-105, 1 PRIVATE STREET LOT LETTERED LOT 'A', 2 LOTS LETTERED 'B' AND 'C' FOR PRIVATE PEDESTRIAN ACCESS, PRIVATE DRAINAGE AND OVERLAND RELEASE AND 1 PRIVATE LANDSCAPE LOT LETTERED LOT 'D'.
2. ALL BEARINGS ALONG CURVED LINES ARE CHORD MEASUREMENTS.
3. ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
4. A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, PROJECT NO. E13171.013 DATED JANUARY 24, 2020. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE ENGINEERING DEPARTMENT (FILE NUMBER 308-927).
5. 5/8" REBAR CAPPED "LS 7820" WILL BE SET AT ALL REAR LOT CORNERS AND AT ALL ANGLE POINTS IN THE PROPERTY LINE. IN THE EVENT OF A CONFLICT WITH A RETAINING OR SOUNDWALL, A 3.00 FOOT WITNESS CORNER SHALL BE SET ON LINE.
6. ALL FRONT LOT CORNERS SHALL BE MARKED WITH A 1" BRASS DISC STAMPED "LS 7820" AT A 1.0 FOOT PROJECTION OF THE PROPERTY LINE INTO THE SIDEWALK OR A 0.5' FOOT PROJECTION INTO THE CURB WHEN NO SIDEWALK IS PRESENT.
7. LOTS 'A', 'B', 'C' AND 'D' SHALL BE GRANTED IN FEE TO THE HOMEOWNER'S ASSOCIATION.
8. LOT 'A' IS A PRIVATE STREET FOR THE MUTUAL BENEFIT OF THOSE LOTS SHOWN HEREON AND NUMBERED 1 THROUGH 105 INCLUSIVE. STREET OWNERSHIP AND MAINTENANCE INCLUDING STREET LIGHTS, LOT DRAINAGE SYSTEMS AND SURFACE DRAINAGE SYSTEMS ARE PRIVATE AND THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.
9. "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIERRA VISTA VILLAGE FD-24" ARE BEING RECORDED CONCURRENTLY WITH THIS FINAL MAP AS INSTRUMENT NO. 2022-0053701, OFFICIAL RECORDS OF PLACER COUNTY AND AFFECT THESE LOTS.
10. PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED:

ALL OF AREA E-20 SHOWN ON THAT RECORD OF SURVEY, 22 RS 135 AND DEDICATED BY THAT DOCUMENT RECORDED AS INSTRUMENT NO. 2015-0064332. SAID EASEMENT IS NOT SHOWN HEREON.

THE MAINTENANCE ACCESS EASEMENT (M.A.E.) SHOWN ON THAT LARGE LOT FINAL MAP ENTITLED "SIERRA VISTA VILLAGES FD-24 AND JM-20" FILED IN BOOK FF OF MAPS, AT PAGE 19. SAID EASEMENT IS NOT SHOWN HEREON.



SHEET INDEX



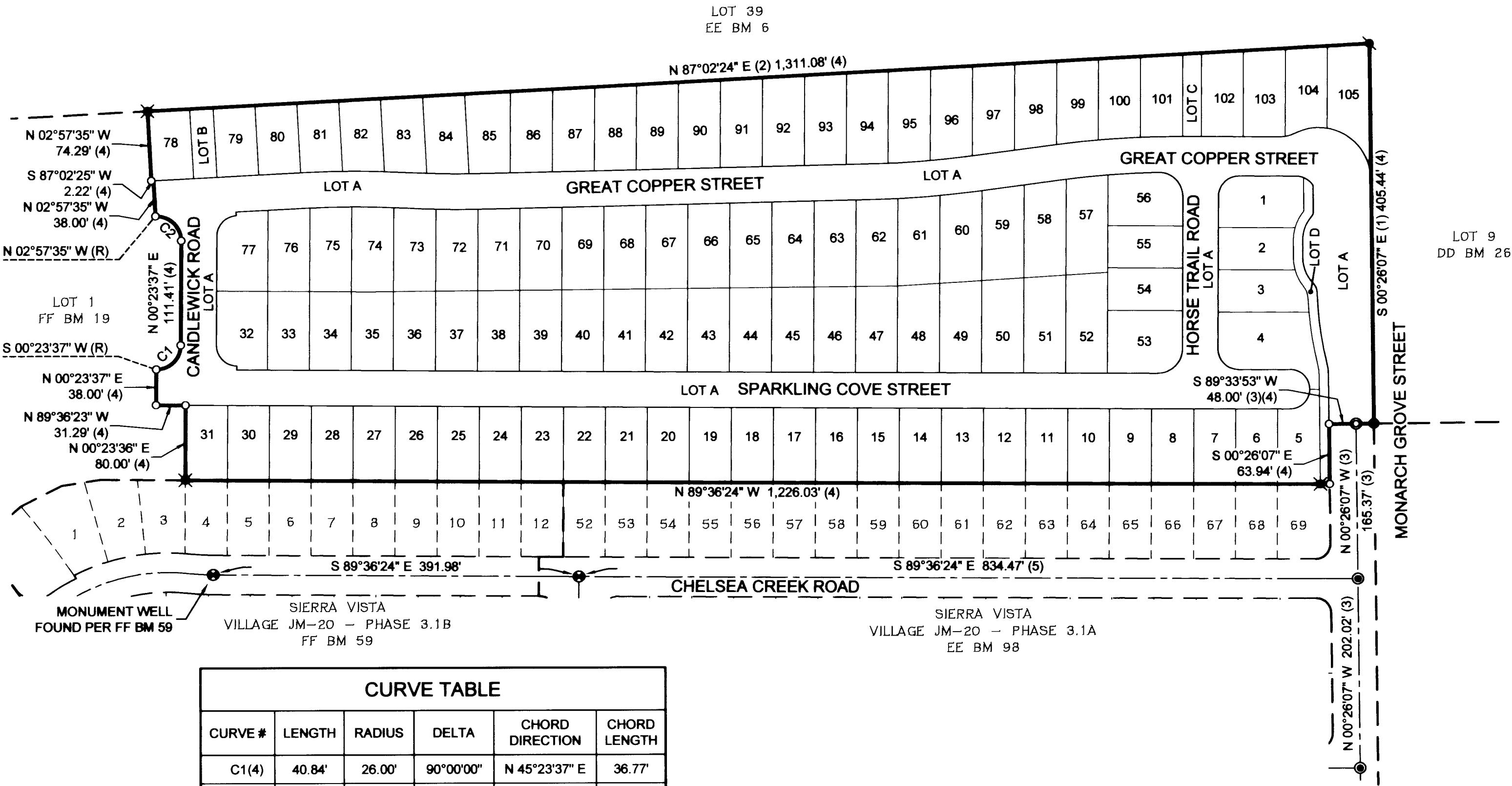
PLAT OF
SIERRA VISTA VILLAGE FD-24 - PHASE 1

SUBDIVISION NO.: PL17-0204

ALL OF LOTS 2 AND 3 AS SHOWN ON THAT LARGE LOT SUBDIVISION MAP ENTITLED "SIERRA VISTA VILLAGES FD-24 AND JM-20" RECORDED IN BOOK 'FF' OF MAPS, AT PAGE 19 AND LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M. CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
SCALE: 1" = 100'
JUNE 2022

BAKER WILLIAMS ENGINEERING GROUP

SHEET 2 OF 4



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1(4)	40.84'	26.00'	90°00'00"	N 45°23'37" E	36.77'
C2(4)	42.36'	26.00'	93°21'12"	N 46°16'59" W	37.83'
C67	13.17'	22.00'	34°17'56"	N 50°27'59" W	12.97'
C68	8.44'	22.00'	21°59'26"	N 78°36'40" W	8.39'
C69	20.01'	49.00'	23°23'52"	S 28°07'45" W	19.87'
C70	14.09'	49.00'	16°28'25"	S 8°11'36" W	14.04'
C71	13.10'	49.00'	15°19'03"	S 7°42'07" E	13.06'
C72	20.31'	49.00'	23°44'36"	S 27°13'57" E	20.16'
C73	15.53'	384.00'	2°19'00"	S 3°49'26" E	15.53'
C74	57.86'	384.00'	8°38'01"	S 9°17'56" E	57.81'
C75	0.47'	1,017.00'	0°01'35"	N 88°48'25" E	0.47'

PLAT OF
SIERRA VISTA VILLAGE FD-24 - PHASE 1

SUBDIVISION NO.: PL17-0204

ALL OF LOTS 2 AND 3 AS SHOWN ON THAT LARGE LOT SUBDIVISION MAP
ENTITLED "SIERRA VISTA VILLAGES FD-24 AND JM-20" RECORDED IN BOOK 'FF'
OF MAPS, AT PAGE 19 AND LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

SCALE: 1" = 40'

JUNE 2022

BAKER WILLIAMS ENGINEERING GROUP

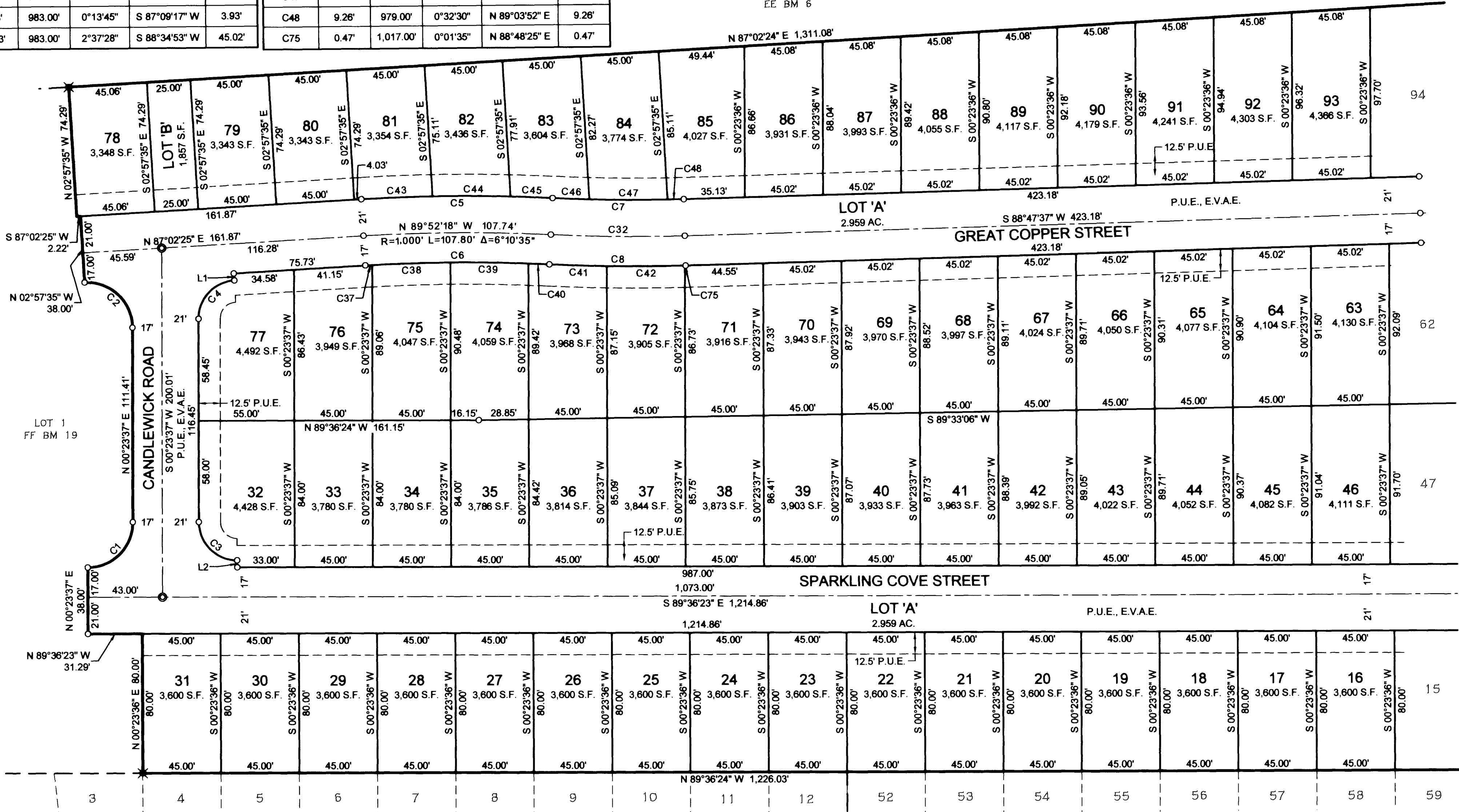
SHEET 3 OF 4

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	4.00'	N 02°57'35" W
L2	4.00'	S 00°23'37" W

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	40.84'	26.00'	90°00'00"	N 45°23'37" E	36.77'
C2	42.36'	26.00'	93°21'12"	N 46°16'59" W	37.83'
C3	34.56'	22.00'	90°00'00"	S 44°36'23" E	31.11'
C4	33.27'	22.00'	86°38'48"	S 43°43'01" W	30.19'
C5	110.06'	1,021.00'	6°10'35"	N 89°52'18" W	110.01'
C6	105.96'	983.00'	6°10'35"	N 89°52'18" W	105.91'
C7	75.57'	979.00'	4°25'22"	S 88°59'42" E	75.55'
C8	78.50'	1,017.00'	4°25'22"	S 88°59'42" E	78.49'
C32	77.19'	1,000.00'	4°25'22"	S 88°59'42" E	77.17'
C37	3.93'	983.00'	0°13'45"	S 87°09'17" W	3.93'
C38	45.03'	983.00'	2°37'28"	S 88°34'53" W	45.02'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C39	45.01'	983.00'	2°37'24"	N 88°47'41" W	45.00'
C40	12.00'	983.00'	0°41'58"	N 87°08'00" W	12.00'
C41	33.03'	1,017.00'	1°51'39"	S 87°42'50" E	33.03'
C42	45.00'	1,017.00'	2°32'08"	S 89°54'44" E	45.00'
C43	40.98'	1,021.00'	2°17'59"	S 88°11'24" W	40.98'
C44	45.09'	1,021.00'	2°31'49"	N 89°23'42" W	45.09'
C45	23.99'	1,021.00'	1°20'47"	N 87°27'24" W	23.99'
C46	21.22'	979.00'	1°14'31"	S 87°24'16" E	21.22'
C47	45.09'	979.00'	2°38'21"	S 89°20'42" E	45.09'
C48	9.26'	979.00'	0°32'30"	N 89°03'52" E	9.26'
C75	0.47'	1,017.00'	0°01'35"	N 88°48'25" E	0.47'

LOT 39
EE BM 6



SEE SHEET 2 FOR NOTES, LEGEND AND BASIS-OF-BEARINGS.

SIERRA VISTA VILLAGE JM-20 - PHASE 3.1B
FF BM 59

SIERRA VISTA VILLAGE JM-20 - PHASE 3.1A
EE BM 98

SHEET 3 OF 4

JOB NO. 20-01-003

PLAT OF
SIERRA VISTA VILLAGE FD-24 - PHASE 1

SUBDIVISION NO.: PL17-0204

ALL OF LOTS 2 AND 3 AS SHOWN ON THAT LARGE LOT SUBDIVISION MAP
ENTITLED "SIERRA VISTA VILLAGES FD-24 AND JM-20" RECORDED IN BOOK 'FF'
OF MAPS, AT PAGE 19 AND LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

SCALE: 1" = 40'

JUNE 2022

BAKER WILLIAMS ENGINEERING GROUP

SHEET 4 OF 4

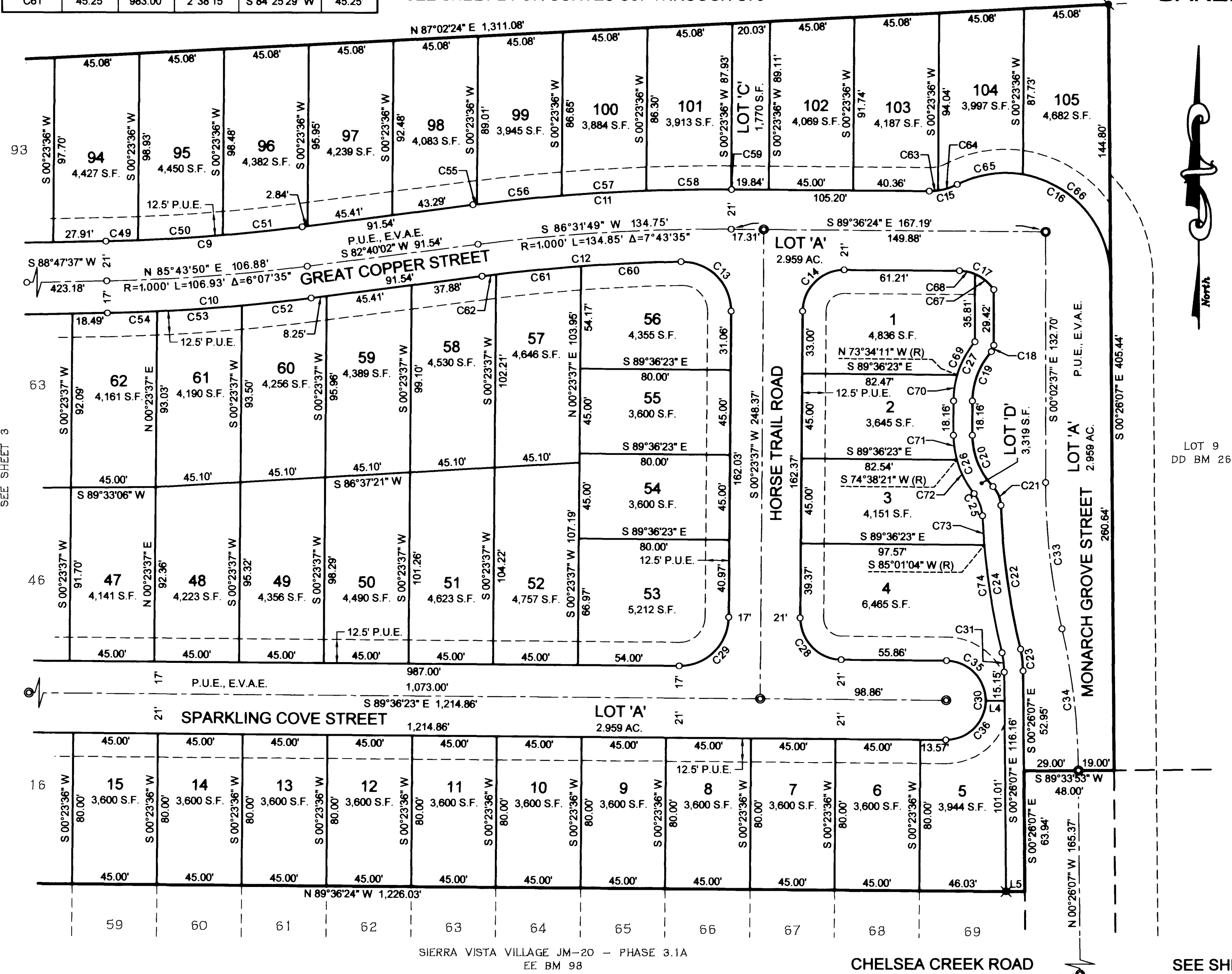
CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C56	45.28'	1,021.00'	2°32'28"	S 84°03'24" W	45.28'
C57	45.10'	1,021.00'	2°31'52"	S 86°35'34" W	45.10'
C58	45.01'	1,021.00'	2°31'34"	S 89°07'17" W	45.01'
C59	0.16'	1,021.00'	0°00'33"	N 89°36'40" W	0.16'
C60	53.39'	983.00'	3°06'42"	S 87°17'58" W	53.38'
C61	45.25'	983.00'	2°38'15"	S 84°25'29" W	45.25'

CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C62	7.53'	983.00'	0°26'20"	S 82°53'12" W	7.53'
C63	4.66'	32.00'	8°20'30"	N 86°13'21" E	4.65'
C64	10.75'	32.00'	19°14'20"	N 72°25'56" E	10.69'
C65	35.89'	56.00'	36°43'27"	S 81°10'30" W	35.28'
C66	78.16'	56.00'	79°58'22"	N 40°28'36" W	71.97'

LINE TABLE		
LINE #	LENGTH	DIRECTION
L4	10.00'	S 89°36'23" E
L5	10.00'	S 89°36'24" E

SEE SHEET 2 FOR CURVES C67 THROUGH C76

LOT 39
EE BM 6



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C9	104.68'	979.00'	6°07'35"	N 85°43'50" E	104.63'
C10	108.75'	1,017.00'	6°07'35"	N 85°43'50" E	108.69'
C11	137.68'	1,021.00'	7°43'35"	S 86°31'49" W	137.58'
C12	106.17'	983.00'	6°11'17"	S 85°45'40" W	106.11'
C13	41.54'	26.00'	91°32'18"	N 45°22'32" W	37.26'
C14	34.56'	22.00'	90°00'00"	S 45°23'36" W	31.11'
C15	15.40'	32.00'	27°34'50"	N 76°36'11" E	15.26'
C16	114.06'	56.00'	116°41'49"	N 58°50'19" W	95.34'
C17	21.61'	22.00'	56°17'22"	N 61°27'42" W	20.75'
C18	3.68'	5.00'	42°10'42"	N 21°02'44" E	3.60'
C19	28.71'	39.00'	42°10'42"	S 21°02'44" W	28.07'
C20	30.00'	39.00'	44°04'20"	S 22°04'46" E	29.26'
C21	11.05'	15.00'	42°13'18"	N 23°00'17" W	10.81'
C22	77.02'	374.00'	11°47'59"	S 7°47'38" E	76.89'
C23	11.57'	50.00'	13°15'30"	N 7°03'52" W	11.54'
C24	73.39'	384.00'	10°57'02"	S 8°08'26" E	73.28'
C25	12.72'	20.00'	36°26'20"	N 20°53'05" W	12.51'
C26	33.41'	49.00'	39°03'39"	S 19°34'25" E	32.76'
C27	34.10'	49.00'	39°52'17"	S 19°53'32" W	33.42'
C28	34.56'	22.00'	90°00'00"	S 44°36'23" E	31.11'
C29	40.84'	26.00'	90°00'00"	N 45°23'37" E	36.77'
C30	65.97'	21.00'	180°00'00"	N 0°23'37" E	42.00'
C31	10.35'	45.00'	13°10'50"	N 7°01'32" W	10.33'
C32	77.19'	1,000.00'	4°25'22"	S 88°59'42" E	77.17'
C33	78.08'	350.00'	12°46'52"	S 6°26'03" E	77.91'
C34	75.68'	350.00'	12°23'22"	N 6°37'48" W	75.53'
C35	32.99'	21.00'	90°00'00"	N 44°36'23" W	29.70'
C36	32.99'	21.00'	90°00'00"	N 45°23'37" E	29.70'
C49	17.11'	979.00'	1°00'05"	N 88°17'35" E	17.11'
C50	45.11'	979.00'	2°38'24"	N 86°28'20" E	45.11'
C51	42.46'	979.00'	2°29'06"	N 83°54'35" E	42.46'
C52	37.08'	1,017.00'	2°05'20"	N 83°42'42" E	37.07'
C53	45.13'	1,017.00'	2°32'34"	N 86°01'38" E	45.13'
C54	26.54'	1,017.00'	1°29'42"	N 88°02'46" E	26.53'
C55	2.12'	1,021.00'	0°07'09"	S 82°43'36" W	2.12'

SEE SHEET 2 FOR NOTES, LEGEND AND BASIS-OF-BEARINGS.

SHEET 4 OF 4

JOB NO. 20-01-003



COUNCIL COMMUNICATION

CC #: 2893

File #: 0400-04-12-1

Title: Sierra Vista Village - FD-24 Phase 2 - Notice of Completion

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

Meeting Date: 9/6/2023

Item #: 7.13.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Sierra Vista Village FD-24 Phase 2 CWJ# 190601 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

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

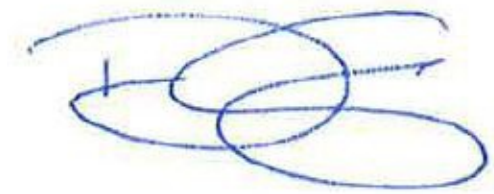
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Ignacio Vizcarra, Construction Inspection Supervisor

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-350

NOC Sierra Vista Village FD24 Phase 2

Location_Map_SV_FD24_Ph2

Final Map SV Village FD 24 Phase 2

RESOLUTION NO. 23-350

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS SIERRA VISTA VILLAGE FD-24 PHASE 2 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Sierra Vista Village FD-24 Phase 2 is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book GG of Maps, Page 18 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this_____day of_____, 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 CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Sierra Vista Village FD-24 Phase 2 Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Marques General Engineering.

The surety on said project was _____

The Ohio Casualty Insurance Company Bond # 38K009327

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

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

Marc Stout

City Engineer
City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, Marc Stout

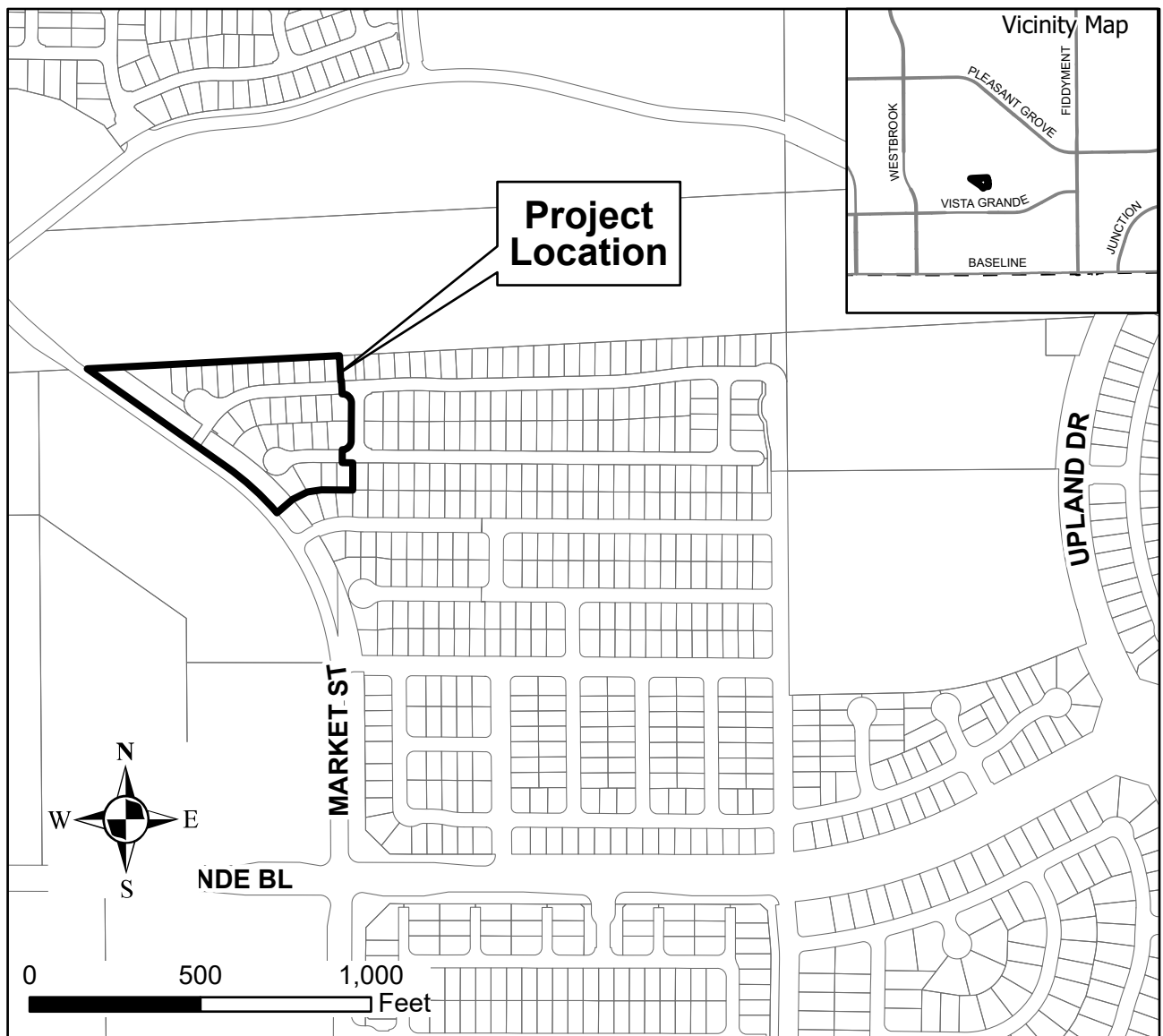
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville Sierra Vista Village FD-24 Phase 2



OWNER'S STATEMENT:

THE UNDERSIGNED HEREBY STATE THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTERESTS IN THE REAL PROPERTY INCLUDED WITHIN THIS PLAT OF "SIERRA VISTA VILLAGE FD-24 - PHASE 2" SHOWN UPON THIS MAP AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDING OF THIS MAP AND OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- (A) PUBLIC EASEMENTS FOR INSTALLATION AND MAINTENANCE OF BUT NOT LIMITED TO WATER, GAS AND SEWER PIPES, AND FOR POLES AND OVERHEAD AND UNDERGROUND WIRES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOT 'A', LOT 'B', LOT 'C' AND LOT 'D' AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO GREAT COPPER STREET AND SPARKLING COVE COURT SHOWN HEREON AND DESIGNATED "P.U.E." (PUBLIC UTILITY EASEMENT).
- (B) PUBLIC EASEMENTS FOR THE INGRESS AND EGRESS OF EMERGENCY VEHICLES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER AND ACROSS LOT 'A' AND LOT 'B' SHOWN HEREON AND DESIGNATED "E.V.A.E." (EMERGENCY VEHICLE ACCESS EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) LOTS 'C' AND 'D' SHOWN HEREON AS PUBLIC RIGHT-OF-WAY FOR LANDSCAPE PURPOSES.

FD-24, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: [Signature]
MARTIN Z. ZIEGLER, ITS MANAGER

NOTARY ACKNOWLEDGEMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF PLACER

ON May 26, 2022, BEFORE ME, Karen Headley A NOTARY PUBLIC
(PRINT NAME AND TITLE OF OFFICER)

PERSONALLY APPEARED Martin Z. Ziegler
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.

MY COMMISSION NO. IS 2258771
MY COMMISSION EXPIRES 10-16-2022
MY PRINCIPAL PLACE OF BUSINESS IS IN Placer COUNTY.

NOTARY PUBLIC

PRINT NAME

PLAT OF
SIERRA VISTA VILLAGE FD-24 - PHASE 2

SUBDIVISION NO.: 2017PL-204

ALL OF LOT 1 AS SHOWN ON THAT LARGE LOT SUBDIVISION MAP ENTITLED
"SIERRA VISTA VILLAGES FD-24 AND JM-20" RECORDED IN BOOK 'FF' OF MAPS,
AT PAGE 19 AND LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA

JUNE, 2022

BAKER WILLIAMS ENGINEERING GROUP

SHEET 1 OF 3

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS PLAT OF "SIERRA VISTA VILLAGE FD-24 - PHASE 2" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATED 5/31/22

[Signature]
MARC STOUT R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
EXPIRATION DATE 09/30/2022

I HEREBY STATE THAT I AM SATISFIED THAT THIS PLAT OF "SIERRA VISTA VILLAGE FD-24 - PHASE 2" IS TECHNICALLY CORRECT.

For Marc Stout, City Engineer, City of Roseville

DATED 6/1/22

[Signature]
TIMOTHY G. BLAIR
P.L.S. 8278 EXPIRATION DATE 12/31/2023

**CITY CLERK'S STATEMENT:**

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS PLAT OF "SIERRA VISTA VILLAGE FD-24 - PHASE 2" AND HAS ACCEPTED ON BEHALF OF THE PUBLIC THE EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED SUBJECT TO IMPROVEMENT, LOTS 'C' AND 'D' AND THE RIGHTS-OF-WAY HEREON OFFERED FOR DEDICATION AND HAS APPROVED THE ABANDONMENT OF THE EASEMENTS LISTED WITHIN NOTE 10 ON SHEET 2.

DATED 6/15/22

[Signature]
CITY CLERK, CITY OF ROSEVILLE

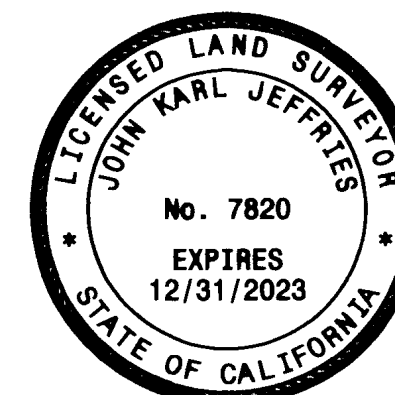
BY: _____
ASSISTANT CITY CLERK

SURVEYOR'S STATEMENT:

THIS MAP OF "SIERRA VISTA VILLAGE FD-24 - PHASE 2" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF FD-24, LLC., IN DECEMBER, 2020. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE DECEMBER 31, 2022, THAT THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATE 5/31/2022

[Signature]
JOHN KARL JEFFRIES
EXPIRES 12/31/2021 L.S. 7820

**RECORDER'S STATEMENT:**

ACCEPTED FOR RECORD AND FILED IN THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY, AT 10 MINUTES AFTER 11 O'CLOCK A.M. ON THE 30 DAY OF JUNE, 2022 AND RECORDED IN BOOK GG OF MAPS, AT PAGE 18.

DOCUMENT NO. 2022-0053740

FEE \$591.00

[Signature]
RYAN RANCO
COUNTY RECORDER OF PLACER COUNTY

BY: [Signature]
DEPUTY

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS SURVEY IS IDENTICAL TO THE CENTERLINE OF CANDLEWICK ROAD, BEING N 00°23'37" E AND ESTABLISHED BY MONUMENTS FOUND AS SHOWN HEREON PER GG BM 17.

LEGEND:

- P.U.E. PUBLIC UTILITY EASEMENT
- (R) RADIAL LINE
- DIMENSION POINT, NOTHING FOUND OR SET
- SET BRASS MONUMENT IN STANDARD CITY OF ROSEVILLE MONUMENT WELL STAMPED L.S. 7820
- ✕ FND 3/4" IRON PIPE TAGGED "L.S. 7820" PER FF BM 19
- FND BRASS MONUMENT IN STANDARD CITY OF ROSEVILLE MONUMENT WELL STAMPED "L.S. 7944" PER EE BM 6
- FND BRASS MONUMENT IN STANDARD CITY OF ROSEVILLE MONUMENT WELL STAMPED "L.S. 7820" PER (3)
- (1) RECORD PER EE BM 6
- (2) RECORD PER FF BM 19
- (3) RECORD PER GG BM 17

NOTES:

- THIS SUBDIVISION CONTAINS 4.628 ACRES MORE OR LESS, AND CONSISTS OF 30 SINGLE FAMILY LOTS NUMBERED 1-30, 2 PRIVATE STREET LOTS LETTERED LOT 'A' AND LOT 'B' AND 2 PUBLIC LANDSCAPE LOTS LETTERED LOT 'C' AND LOT 'D'.
- ALL BEARINGS ALONG CURVED LINES ARE CHORD MEASUREMENTS.
- ALL DISTANCES SHOWN HEREON ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY YOUNGDAHL CONSULTING GROUP, PROJECT NO. E133171.000 DATED SEPTEMBER 10, 2013. A COPY OF THIS REPORT IS AVAILABLE FOR PUBLIC INSPECTION AT THE CITY OF ROSEVILLE ENGINEERING DEPARTMENT (FILE NUMBER 308-927)
- 5/8" REBAR CAPPED "LS 7820" WILL BE SET AT ALL REAR LOT CORNERS AND AT ALL ANGLE POINTS IN THE PROPERTY LINE. IN THE EVENT OF A CONFLICT WITH A RETAINING OR SOUNDWALL, A 3.00 FOOT WITNESS CORNER SHALL BE SET ON LINE.
- ALL FRONT LOT CORNERS SHALL BE MARKED WITH A 1" BRASS DISC STAMPED "LS 7820" AT A 1.0 FOOT PROJECTION OF THE PROPERTY LINE INTO THE SIDEWALK OR A 0.5' FOOT PROJECTION INTO THE CURB WHEN NO SIDEWALK IS PRESENT.
- LOTS 'A' AND 'B' SHALL BE GRANTED IN FEE TO THE HOMEOWNER'S ASSOCIATION.
- LOTS 'A' AND 'B' ARE PRIVATE STREETS FOR THE MUTUAL BENEFIT OF THOSE LOTS SHOWN HEREON AND NUMBERED 1 THROUGH 30 INCLUSIVE. STREET OWNERSHIP AND MAINTENANCE INCLUDING STREET LIGHTS, LOT DRAINAGE SYSTEMS AND SURFACE DRAINAGE SYSTEMS ARE PRIVATE AND THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.
- "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SIERRA VISTA VILLAGE FD-24" FILED AS INSTRUMENT NO. 2022-0053701, OFFICIAL RECORDS OF PLACER COUNTY, AFFECT THESE LOTS.
- PURSUANT TO SECTION 66434(g) OF THE GOVERNMENT CODE, THE FOLLOWING EASEMENTS ARE HEREBY ABANDONED:
 - ALL OF AREA E-20 SHOWN ON THAT RECORD OF SURVEY, 22 RS 135 AND DEDICATED BY THAT DOCUMENT RECORDED AS INSTRUMENT NO. 2015-0064332. SAID EASEMENT IS NOT SHOWN HEREON.
 - THE MAINTENANCE ACCESS EASEMENT (M.A.E.) SHOWN ON THAT LARGE LOT FINAL MAP ENTITLED "SIERRA VISTA VILLAGES FD-24 AND JM-20" FILED IN BOOK FF OF MAPS, AT PAGE 19. SAID EASEMENT IS NOT SHOWN HEREON.

PLAT OF
SIERRA VISTA VILLAGE FD-24 - PHASE 2

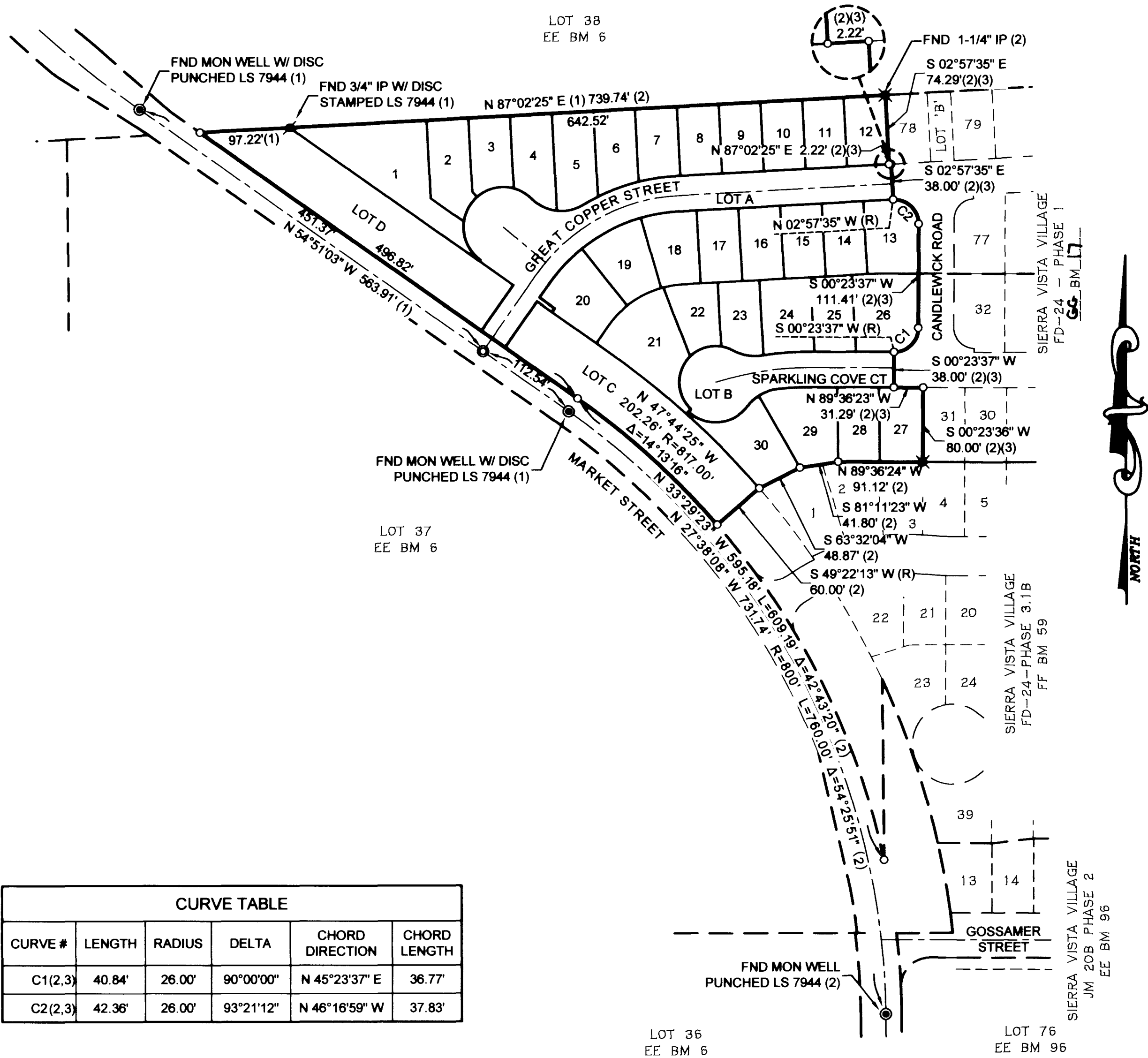
SUBDIVISION NO.: 2017PL-204

ALL OF LOT 1 AS SHOWN ON THAT LARGE LOT SUBDIVISION MAP ENTITLED "SIERRA VISTA VILLAGES FD-24 AND JM-20" RECORDED IN BOOK 'FF' OF MAPS, AT PAGE 19 AND LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.

CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
SCALE: 1" = 100'

BAKER WILLIAMS ENGINEERING GROUP

SHEET 2 OF 3



CURVE TABLE					
CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1(2,3)	40.84'	26.00'	90°00'00"	N 45°23'37" E	36.77'
C2(2,3)	42.36'	26.00'	93°21'12"	N 46°16'59" W	37.83'

SEE SHEET 2 FOR NOTES, LEGEND AND BASIS-OF-BEARINGS.

PLAT OF
SIERRA VISTA VILLAGE FD-24 - PHASE 2

SUBDIVISION NO.: 2017PL-204
ALL OF LOT 1 AS SHOWN ON THAT LARGE LOT SUBDIVISION MAP ENTITLED
"SIERRA VISTA VILLAGES FD-24 AND JM-20" RECORDED IN BOOK 'FF' OF MAPS,
AT PAGE 19 AND LOCATED IN SECTION 36, T. 11 N., R. 5 E., M.D.M.
CITY OF ROSEVILLE, COUNTY OF PLACER, STATE OF CALIFORNIA
SCALE: 1" = 40'
JUNE, 2022

BAKER WILLIAMS ENGINEERING GROUP

SHEET 3 OF 3

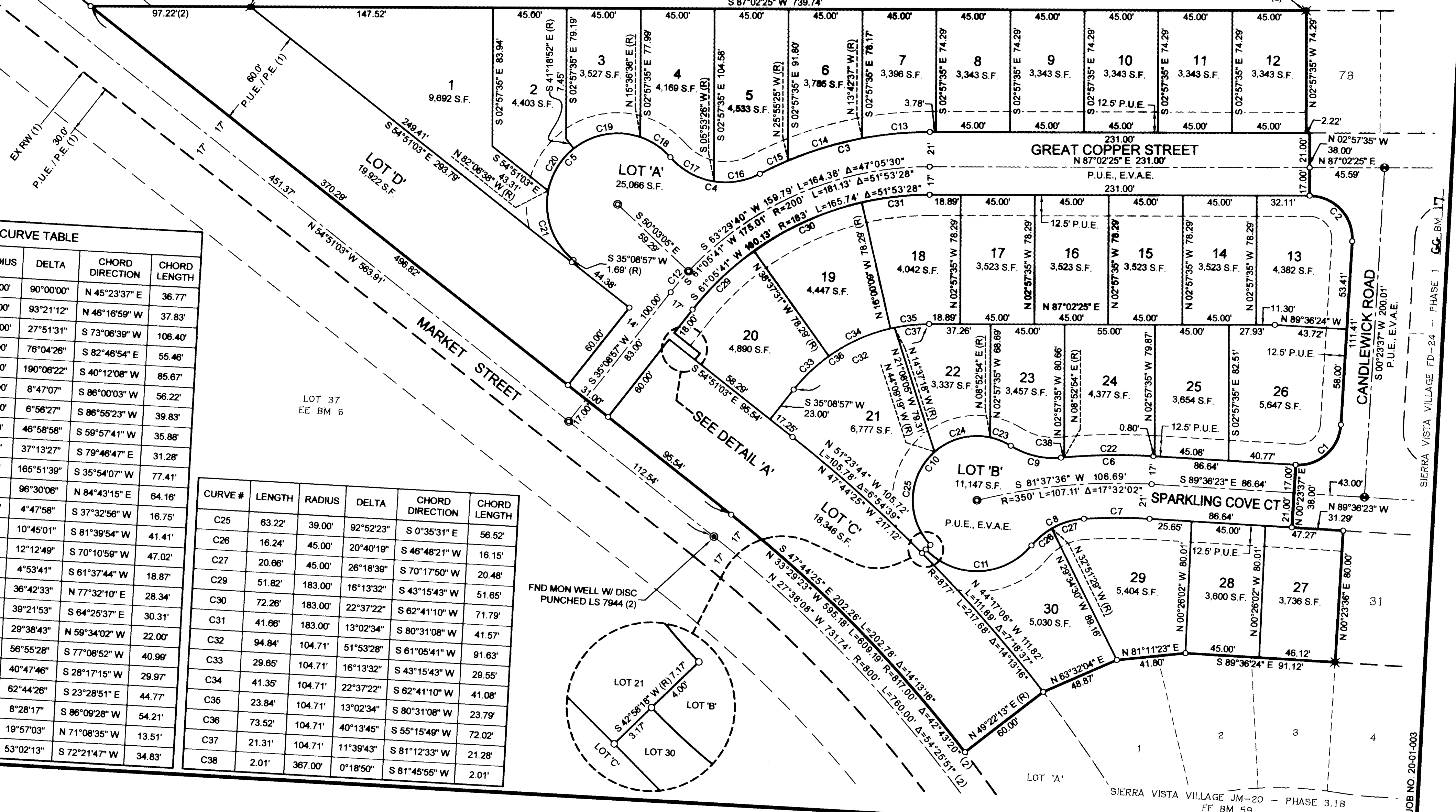
DETAIL 'A'
SCALE: 1" = 10'

LOT 38
EE BM 6

FND 1-1/4" IP (2)

FND MON WELL W/ DISC
PUNCHED LS 7944 (2)

FND 3/4" IP W/ DISC
STAMPED LS 7944 (1)



CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	40.84'	26.00'	90°00'00"	N 45°23'37" E	36.77'
C2	42.36'	26.00'	93°21'12"	N 46°16'59" W	37.83'
C3	107.46'	221.00'	27°51'31"	S 73°08'39" W	106.40'
C4	59.75'	45.00'	76°04'26"	S 82°46'54" E	55.46'
C5	142.67'	43.00'	190°06'22"	S 40°12'08" W	85.67'
C6	56.27'	367.00'	8°47'07"	S 86°00'03" W	56.22'
C7	39.85'	329.00'	6°56'27"	S 86°55'23" W	39.83'
C8	36.90'	45.00'	46°58'58"	S 59°57'41" W	35.88'
C9	31.83'	49.00'	37°13'27"	S 79°46'47" E	31.28'
C10	112.90'	39.00'	165°51'39"	S 35°54'07" W	77.41'
C11	72.42'	43.00'	96°30'06"	N 84°43'15" E	64.16'
C12	16.75'	200.00'	4°47'58"	S 37°32'56" W	16.75'
C13	41.47'	221.00'	10°45'01"	S 81°39'54" W	41.41'
C14	47.11'	221.00'	12°12'48"	S 70°10'59" W	47.02'
C15	18.88'	221.00'	4°53'41"	S 61°37'44" W	18.87'
C16	28.83'	45.00'	36°42'33"	N 77°32'10" E	28.34'
C17	30.92'	45.00'	39°21'53"	S 64°25'37" E	30.31'
C18	22.25'	43.00'	29°38'43"	N 59°34'02" W	22.00'
C19	42.72'	43.00'	56°55'28"	S 77°08'52" W	40.99'
C20	30.62'	43.00'	40°47'46"	S 28°17'15" W	29.97'
C21	47.09'	43.00'	62°44'26"	S 23°28'51" E	44.77'
C22	54.26'	367.00'	8°28'17"	S 86°09'28" W	54.21'
C23	13.58'	39.00'	19°57'03"	N 71°08'35" W	13.51'
C24	36.10'	39.00'	53°02'13"	S 72°21'47" W	34.83'

CURVE #	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C25	63.22'	39.00'	92°52'23"	S 0°35'31" E	56.52'
C26	16.24'	45.00'	20°40'19"	S 46°48'21" W	16.15'
C27	20.66'	45.00'	26°18'39"	S 70°17'50" W	20.48'
C29	51.82'	183.00'	16°13'32"	S 43°15'43" W	51.65'
C30	72.26'	183.00'	22°37'22"	S 62°41'10" W	71.79'
C31	41.66'	183.00'	13°02'34"	S 80°31'08" W	41.57'
C32	94.84'	104.71'	51°05'28"	S 61°05'41" W	91.63'
C33	29.65'	104.71'	16°13'32"	S 43°15'43" W	29.55'
C34	41.35'	104.71'	22°37'22"	S 62°41'10" W	41.08'
C35	23.84'	104.71'	13°02'34"	S 80°31'08" W	23.79'
C37	21.31'	104.71'	11°39'43"	S 81°12'33" W	21.28'
C38	2.01'	367.00'	0°18'50"	S 81°45'55" W	2.01'

JOB NO. 20-01-003

SHEET 3 OF 3



COUNCIL COMMUNICATION

CC #: 2895

File #: 0400-04-13-1

Title: Creekview Phase 3 Village 21 - Notice of Completion

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

Meeting Date: 9/6/2023

Item #: 7.14.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Creekview Phase 3 Village 21, CWJ#190686 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Troy Galvin, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-351

NOC

Exhibit A: Location Map

Final Map

RESOLUTION NO. 23-351

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW PHASE 3 VILLAGE 21 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Creekview Phase 3 Village 21 is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book GG of Maps, Page 33 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this 6th day of September 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 CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Creekview Phase 3 Village 21 Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Teichert Construction Company.

The surety on said project was Lexon Insurance Company a Texas Corporation
LICX1214939.

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

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

Marc Stout

City Engineer
City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, Marc Stout

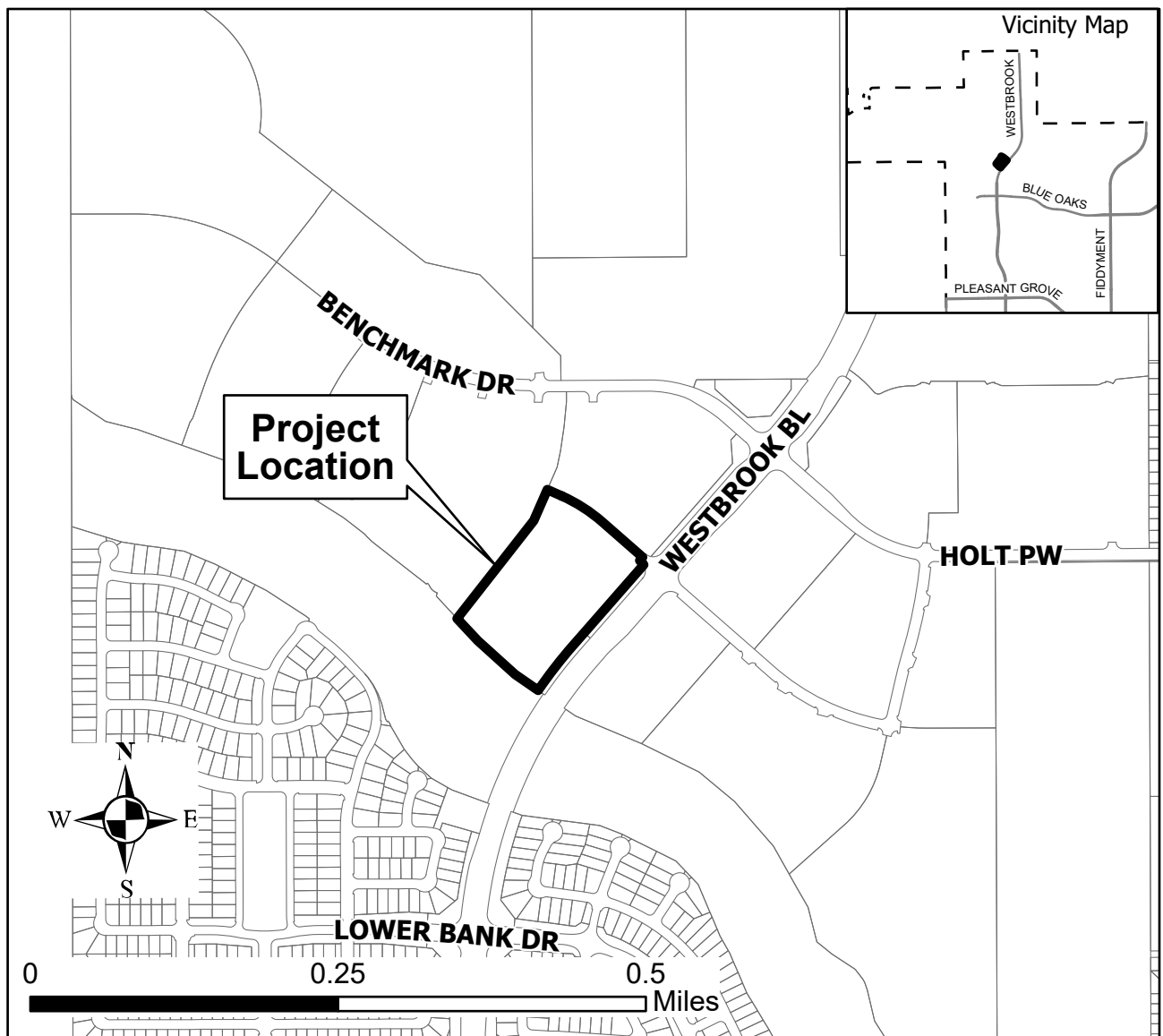
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville Creekview Phase 3 - Village 21





PLACER, County Recorder
RYAN RONCO
DOC- 2022-0067569-00
4353

RECORDING REQUESTED BY:

First American Title
Insurance Company

TUESDAY, AUG 30, 2022 11:08 AM
MIC \$3.00 | AUT \$0.00 | SBS \$4.00
ERD \$0.00 | SB2 \$75.00 | MAP \$13.00
ADD \$0.00
Ttl Pd \$95.00 Rcpt # 03186060
CLK6B8XJ93/DB/1-5

TYPE OF MAP: Subdivision Map, City of Roseville

BOOK: GG PAGE: 33

NAME: Creekview Phase 3 Village 21
Anthem United Creekview Developments Limited Partnership

TRUSTEE: First American Title Insurance Company

TOWNSHIP: 11N RANGE: 05E SECTION: 14

NO. OF SHEETS: 5

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "CREEKVIEW PHASE 3 VILLAGE 21" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- (A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B AND C, THE STREETS SHOWN HEREON AS SHADY TREE CIRCLE, VIBRANT DRIVE, HAMMOCK PLACE, LANTERN PLACE AND RUCKSACK PLACE AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "PUE" (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS SHADY TREE CIRCLE, VIBRANT DRIVE, HAMMOCK PLACE, LANTERN PLACE AND RUCKSACK PLACE.
- (B) LOTS A, B, AND C AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHTS-OF-WAY.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP,
A WASHINGTON LIMITED PARTNERSHIP

BY: Brian Moore
Vice President

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON July 26, 2022, BEFORE ME, Bonnie Kwan, A NOTARY PUBLIC

PERSONALLY APPEARED Brian Moore
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/IT/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/IT/HER 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.

BK
SIGNATURE Bonnie Kwan
PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 12/27 / 2023 MY COMMISSION NUMBER: 2317317

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND SECURITY AGREEMENT RECORDED ON MAY 24, 2019, AS INSTRUMENT NO. 2019-0034783, ORPC, AND MODIFIED BY INSTRUMENT NO. 2021-0043312, AND INSTRUMENT NO. 2022-0044720, ORPC, HEREBY CONSENTS TO THE RECORDING OF THIS MAP AND THE SUBDIVISION OF THE LANDS SHOWN HEREON.

BY: Christina Edwards
Christina L. Edwards
NOTARIAL PUBLIC MANAGER

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON July 26, 2022, BEFORE ME, Christina Edwards, A NOTARY PUBLIC

PERSONALLY APPEARED Diana L. Edwards
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/IT/HEY EXECUTED THE SAME IN HIS/HER/IT/HER AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/IT/HER 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.

Christina Edwards
SIGNATURE Christina Edwards
PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Sacramento COUNTY

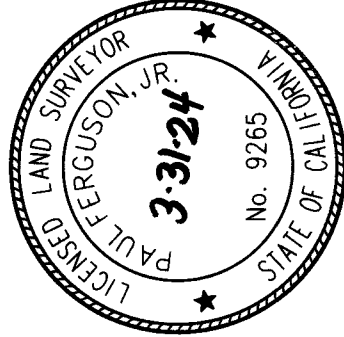
MY COMMISSION EXPIRES: May 31, 2023 MY COMMISSION NUMBER: 2290674

SURVEYOR'S STATEMENT

THIS MAP OF "CREEKVIEW PHASE 3 VILLAGE 21" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, IN JANUARY 2019. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2024, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: Paul Ferguson
PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2024



DATE: 7/26/2022

CITY ENGINEER'S STATEMENT

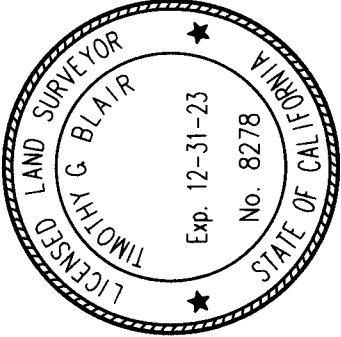
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKVIEW PHASE 3 VILLAGE 21" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

Marc Stout
BY: MARC STOUT, R.C.E. 68679
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022
DATE: 7/29/22

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CREEKVIEW PHASE 3 VILLAGE 21" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair
BY: TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2023
DATE: 8/1/22



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CREEKVIEW PHASE 3 VILLAGE 21", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B AND C AND THE RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION, AND HEREBY APPROVES THE ABANDONMENT OF THE EASEMENTS LISTED WITHIN NOTE 5 ON SHEET 2.

Carla Avelly
BY: CITY CLERK, CITY OF ROSEVILLE

DATE: 8/18/2022

BY: ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 30TH DAY OF August, 2022, AT 11:08 A.M. IN BOOK 66 OF MAPS, AT PAGE 33 IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ranco
BY: RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA
DOCUMENT NO.: 2022-0067509

BY: Deputy
DEPUTY
FEE: \$ 95.00

FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 21

SUBDIVISION NO. PL20-0201

ALL OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

Mackay & Somps
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1188

AUGUST 2022
SHEET 1 OF 5 18431.CV.PH3.V21

REFERENCES:

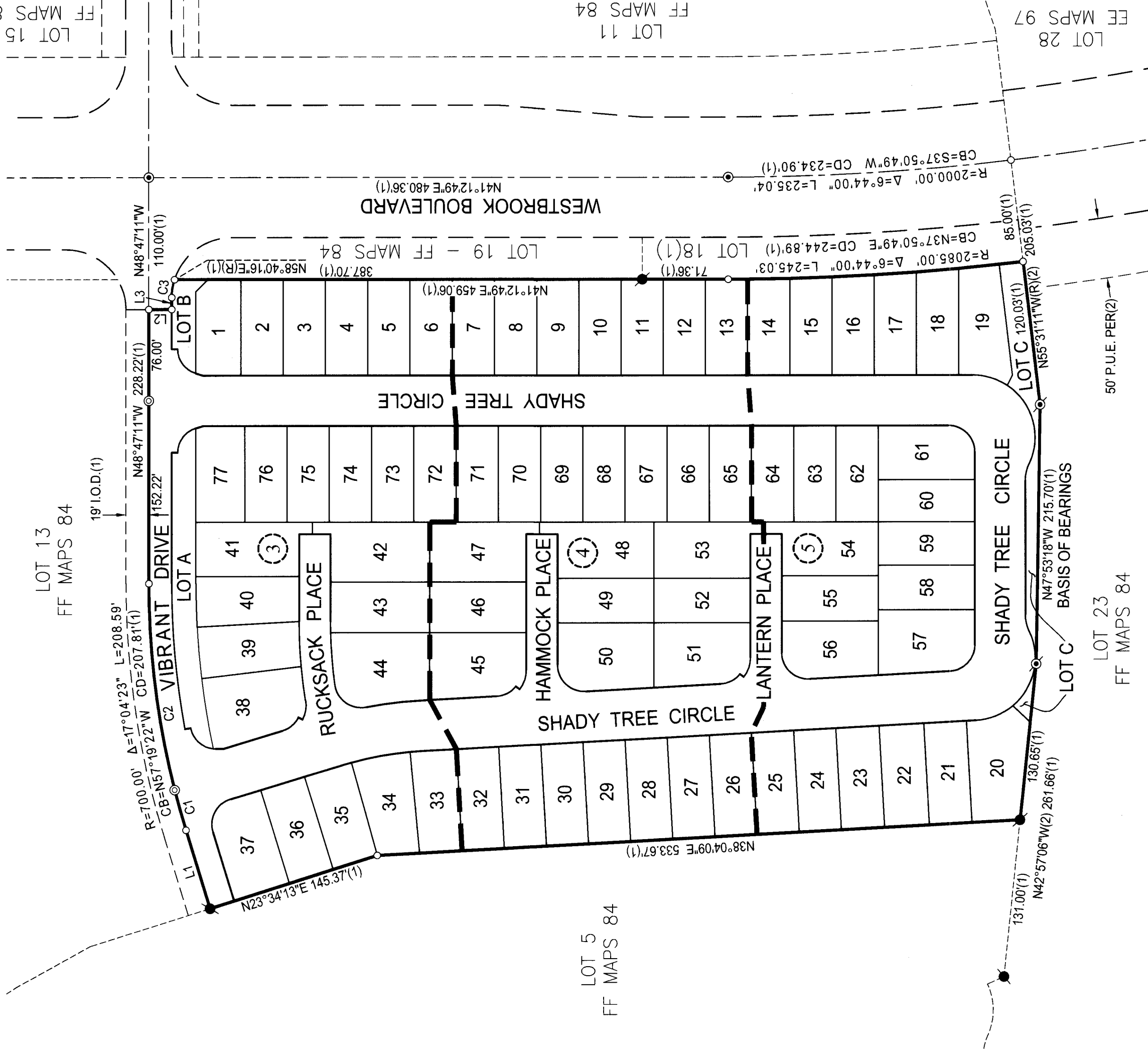
- (1) FF MAPS 84
- (2) EE MAPS 97

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS NORTH 47°53'18" WEST AS SHOWN ON THE SOUTHWEST LINE OF LOT 12 PER THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 2, 2021 IN BOOK FF OF MAPS, AT PAGE 84, PLACER COUNTY RECORDS.

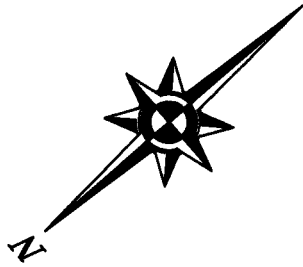
LEGEND:

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Line Table			
Line #	Bearing	Length	
L1	N65°51'34\"W	68.07'	
L2	N41°12'49\"E	19.00'	
L3	N48°47'11\"W	10.00'	

Curve Table				
Curve #	Radius	Delta	Length	Chord Bearing
C1	700.00'	2°51'28\"	34.91'	N64°25'50\"W
C2	700.00'	14°12'55\"	173.67'	N55°53'39\"W
C3	50.00'	17°27'27\"	15.23'	N40°03'28\"W



NOTES

- ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
- TOTAL AREA FOR THIS SUBDIVISION IS 7.923± ACRES, CONSISTING OF 77 RESIDENTIAL LOTS, 3 LANDSCAPE LOTS.
- ALL FRONT LOT CORNERS WILL BE SET WITH:
 - A 1" DIAMETER DISC STAMPED "LS 9265" IN THE ATTACHED SIDEWALK ON A 1-FOOT EXTENSION OF THE SIDE LOT LINE, OR
 - IN THE GUTTER PAN ON A 1-FOOT EXTENSION OF THE SIDE LOT-LINE WHERE ATTACHED SIDEWALK DOES NOT EXIST.
- ALL REAR LOT CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 9265" WHERE MONUMENTS FALL WITHIN A SOUND WALL OR CONCRETE FOOTING A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE ON A 4.00' OFFSET TO THE REAR LOT CORNER OR A 3/4" TAG STAMPED "LS 9265" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00' FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AN OFFSET MONUMENT CANNOT BE SET.
- PURSUANT TO GOVERNMENT CODE SECTION 66434(G), THE FOLLOWING IRREVOCABLE OFFER OF DEDICATION, NOT SHOWN HEREON, IS HEREBY ABANDONED:
 - THE PORTION OF THE THIRTY-EIGHT (38) FOOT IRREVOCABLE OFFER OF DEDICATION (IOD) VIBRANT DRIVE OVER LOT 12 ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION", FILED FOR RECORD ON DECEMBER 2, 2021 IN BOOK FF OF MAPS, AT PAGE 84, PLACER COUNTY RECORDS.
- A PRELIMINARY SOILS REPORT WAS PREPARED BY GEOCON CONSULTANTS, INC. DATED AUGUST, 2014; PROJECT NO. S9578-05-05 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-885.

FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 21

SUBDIVISION NO. PL20-0201

ALL OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

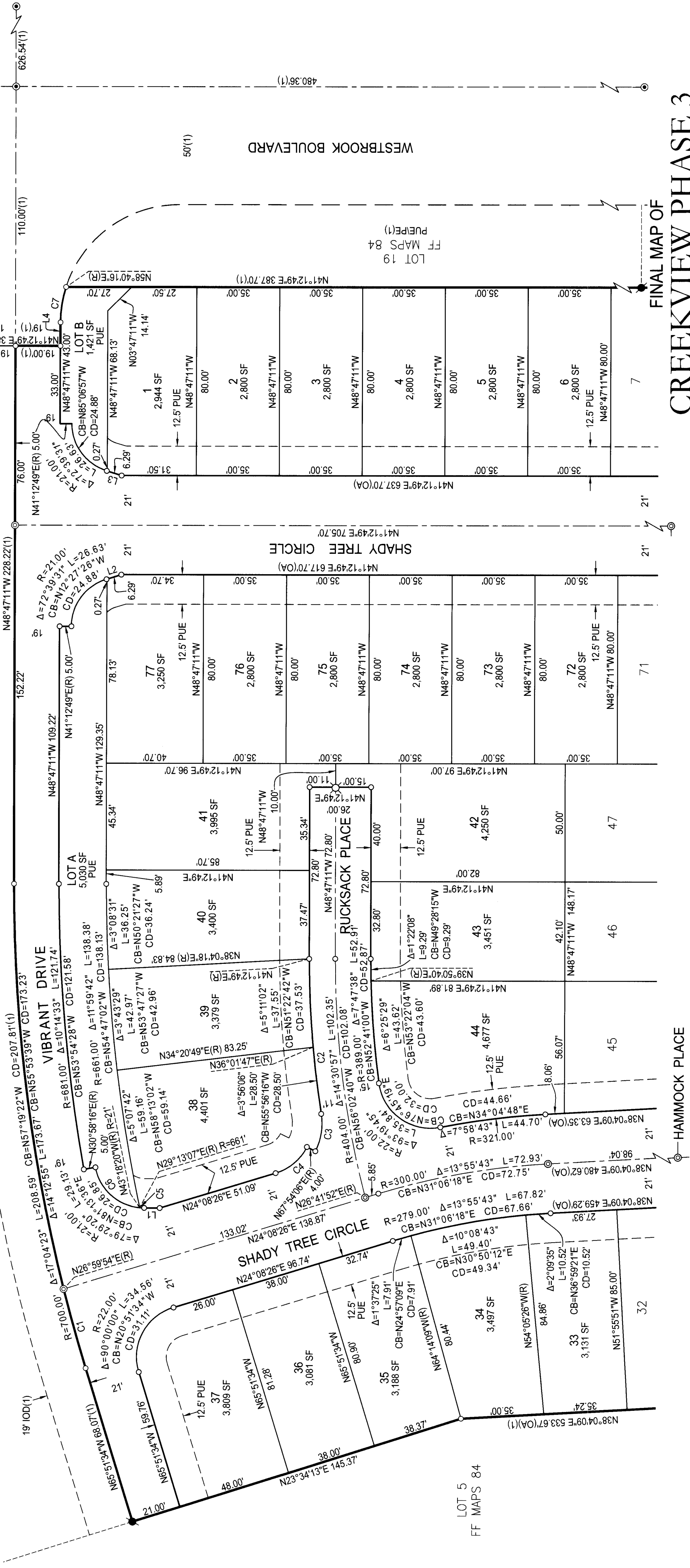
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 100, Roseville, CA 95678 (916) 773-1168

AUGUST 2022

SHEET 2 OF 5 18431.CV.PH3.V21

Curve Table			
Curve #	Radius	Delta	Chord Length
C1	700.00'	2°51'28"	34.91'
C2	415.00'	9°07'08"	66.05'
C3	26.00'	35°48'26"	16.25'
C4	22.00'	46°14'20"	17.75'
C5	21.00'	5°12'44"	1.91'
C6	21.00'	74°16'36"	27.22'
C7	50.00'	17°27'27"	15.23'

Line Table		
Line #	Bearing	Length
L1	N41°28'55"E	6.56'
L2	N23°52'20"E	6.56'
L3	N58°33'18"E	6.56'
L4	N48°47'11"W	10.00'



SEE SHEET 4

ALL OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0207", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

SUBDIVISION NO. PL20-0201

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

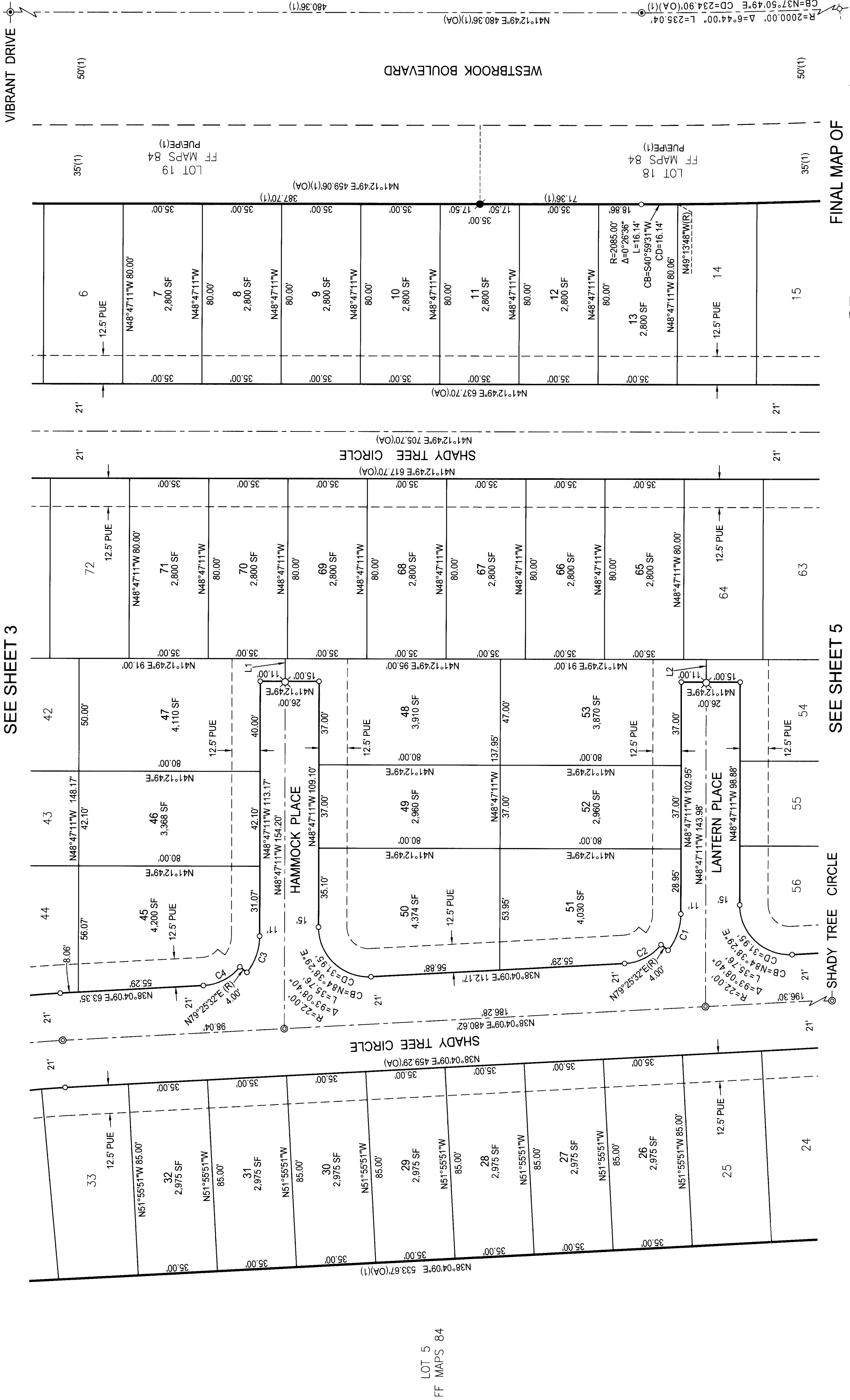
MACKAY & SOMERS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1188

AUGUST 2022

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

SHEET 3 OF 5

18431.CV/PH3.V21



FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 21

SUBDIVISION NO. PL20-0201

ALL OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION", SUBDIVISION NO. PL20-0201, FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1123 Grassdale Ridge Drive, Suite 130, Roseville, CA 95678 (916) 773-1168

AUGUST 2022

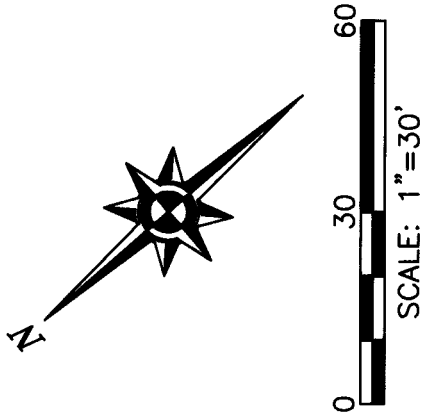
SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

SHEET 4 OF 5

18431.CV.PH3.V21

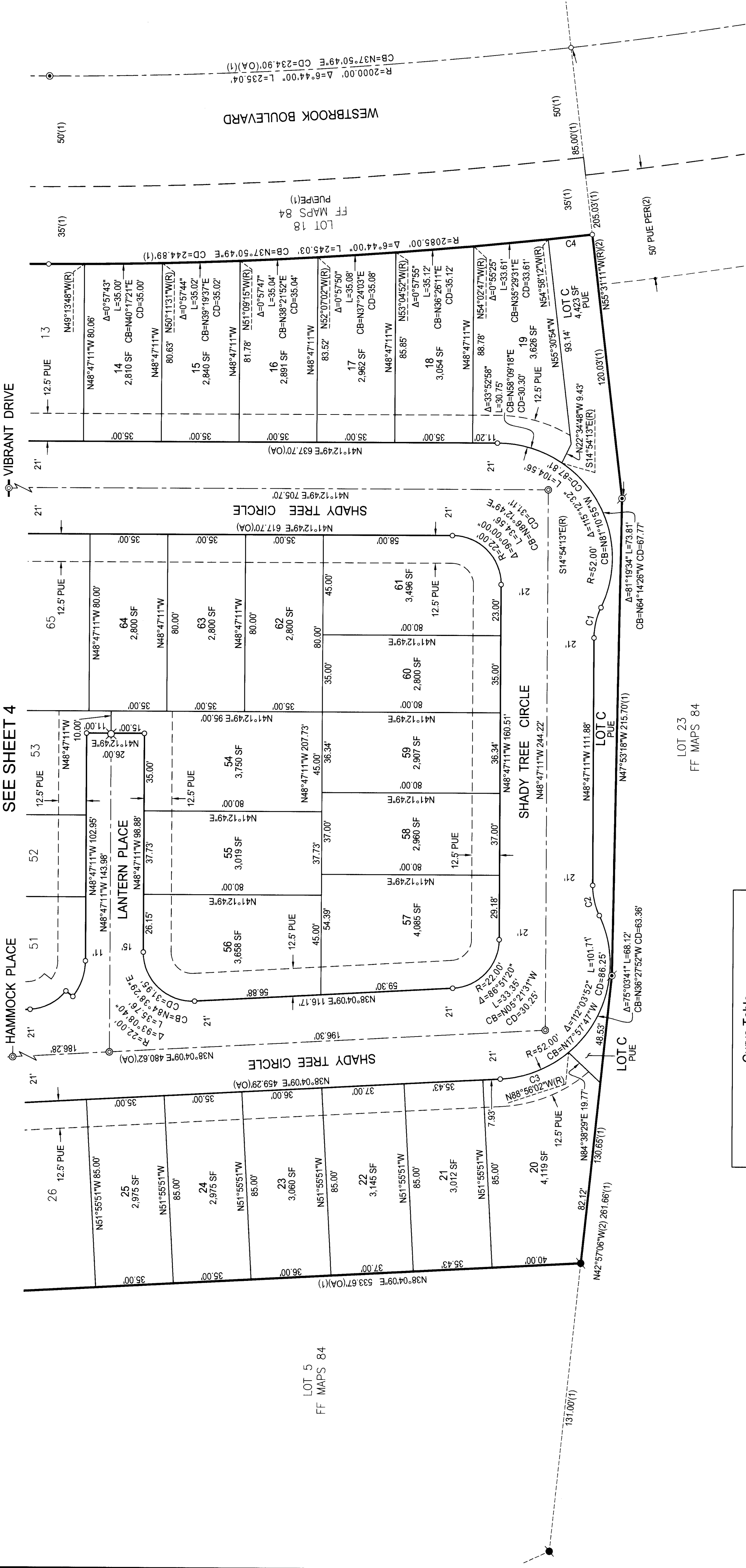
Curve Table				
Curve #	Radius	Delta	Chord Bearing	Chord Length
C1	26.00'	38°12'43"	N29°40'50"W	17.02'
C2	22.00'	48°38'37"	N13°44'50"E	18.12'
C3	26.00'	38°12'43"	N29°40'50"W	17.02'
C4	22.00'	48°38'37"	N13°44'50"E	18.12'

Line Table		
Line #	Bearing	Length
L1	N48°47'11"W	10.00'
L2	N48°47'11"W	10.00'



SEE SHEET 5

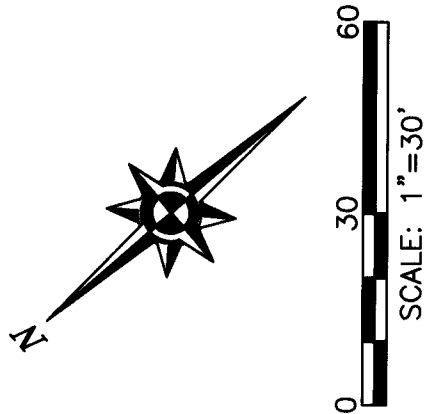
SEE SHEET 3



Curve Table				
Curve #	Radius	Delta	Chord Length	Chord Bearing
C1	32.00'	25°12'32"	14.08'	N36° 10' 55"W
C2	32.00'	25°12'32"	14.08'	N61° 23' 27"W
C3	52.00'	37°00'11"	33.58'	N19° 34' 04"E
C4	2085.00'	0°33'00"	20.01'	N34° 45' 19"E

FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 21

SUBDIVISION NO. PL20-0201
ALL OF LOT 12 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN





COUNCIL COMMUNICATION

CC #: 2898

File #: 0400-04-13-1

Title: Creekview Phase 3 Village 9 - Notice of Completion

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

Meeting Date: 9/6/2023

Item #: 7.15.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Creekview Phase 3 Village 9, CWJ#190729 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Troy Galvin, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-354

NOC

Exhibit A: Location Map

Final Map

RESOLUTION NO. 23-354

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW PHASE 3 VILLAGE 9 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Creekview Phase 3 Village 9 is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book GG of Maps, Page 32 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this 6th day of September 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 CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Creekview Phase 3 Village 9 Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Teichert Construction Company.

The surety on said project was Lexon Insurance Company a Texas Corporation
LICX1214938.

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

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

Marc Stout

City Engineer
City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, Marc Stout

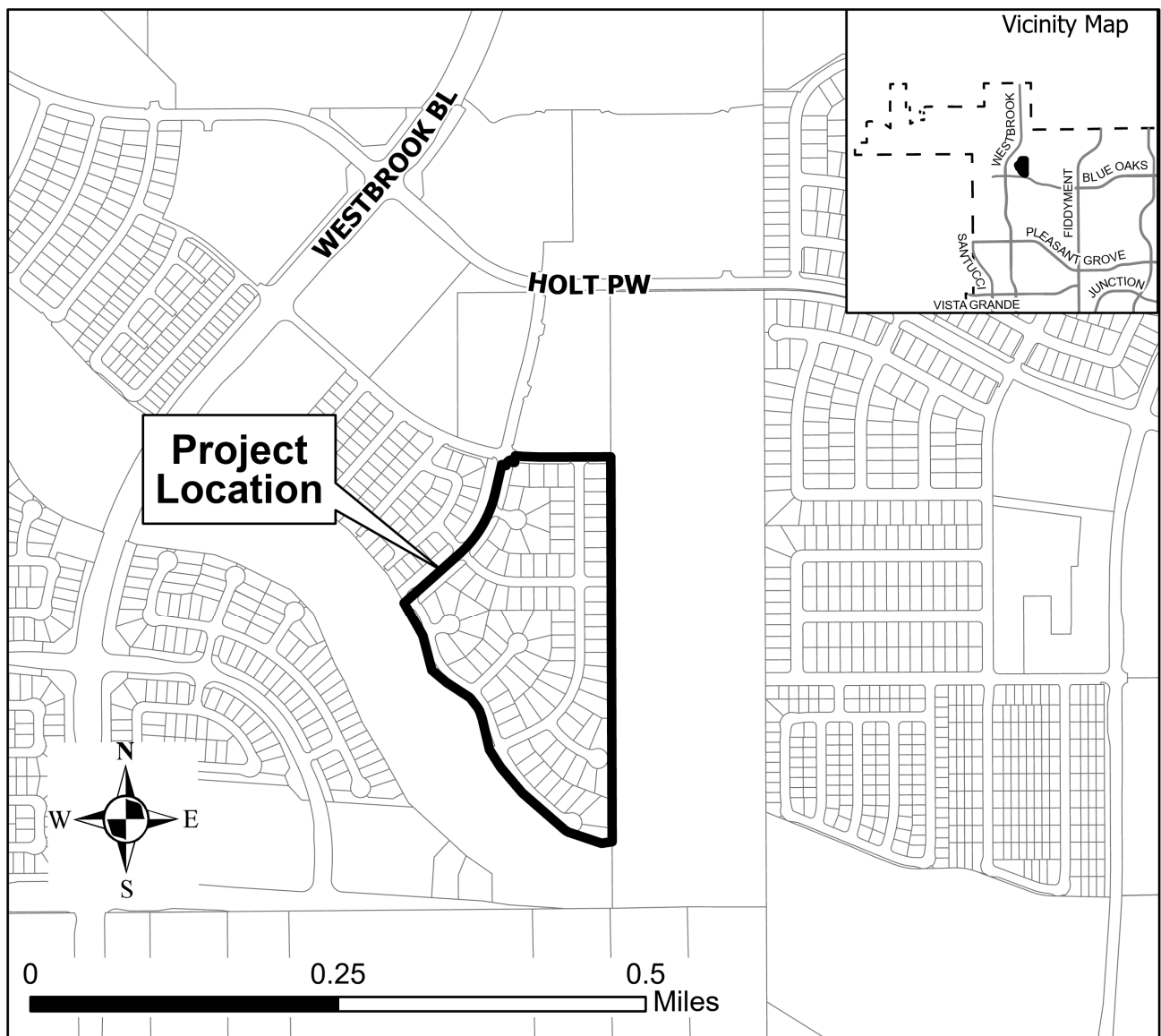
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A: Location Map

City of Roseville Creekview Phase 3 Village 9





PLACER, County Recorder
RYAN RONCO

DOC- 2022-0067567-00
4353

TUESDAY, AUG 30, 2022 11:08 AM

MIC	\$3.00	AUT	\$0.00	SBS	\$10.00
ERD	\$0.00	SB2	\$75.00	MAP	\$25.00
ADD	\$0.00				

Ttl Pd \$113.00 Rcpt # 03186060
CLK6B8XJ93/DB/1-11

RECORDING REQUESTED BY:

First American Title
Insurance Company

TYPE OF MAP: Subdivision Map, City of Roseville

BOOK: GG PAGE: 32

NAME: Creekview Phase 3 Village 9
Anthem United Creekview Developments Limited Partnership

TRUSTEE: First American Title Insurance Company

TOWNSHIP: 11N RANGE: 05E SECTION: 14

NO. OF SHEETS: 11

Creekview Phase 3 Village 22 GG maps 31

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "CREEKVIEW PHASE 3 VILLAGE 9" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- (A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C, D, E AND F, THE STREETS SHOWN HEREON AS CELEBRATE DRIVE, CORDUROY COURT, CREEKVIEW DRIVE, DIVERGE DRIVE, LAZY DAY LANE, FLANNEL COURT, CRESCENT MOON COURT, SNOWMELT COURT AND CREEKVIEW COURT AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "PUE" (PUBLIC UTILITY EASEMENT).
- (B) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE PIPES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS THOSE AREAS AS SHOWN HEREON AND DESIGNATED "SDE" (STORM DRAINAGE EASEMENT).
- THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:
- (A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS CELEBRATE DRIVE, CORDUROY COURT, CREEKVIEW DRIVE, DIVERGE DRIVE, LAZY DAY LANE, FLANNEL COURT, CRESCENT MOON COURT, SNOWMELT COURT AND CREEKVIEW COURT.
- (B) LOTS A, B AND C AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHTS-OF-WAY.
- (C) LOTS D, E AND F AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR OPEN SPACE LOTS.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP,
A WASHINGTON LIMITED PARTNERSHIP

BY: Brian Moore
Vice President

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON July 26, 2022 BEFORE ME, Bonnie Kwan, A NOTARY PUBLIC PERSONALLY APPEARED Brian Moore

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/IT/HEY EXECUTED THE SAME IN HIS/HER/IT/HEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/IT/HEIR 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.

BK SIGNATURE Bonnie Kwan PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 12/27/2023 MY COMMISSION NUMBER: 2317317

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND SECURITY AGREEMENT RECORDED ON MAY 24, 2019, AS INSTRUMENT NO. 2019-0034783, ORPC AND MODIFIED BY INSTRUMENT NO. 2021-0043312, AND INSTRUMENT NO. 2022-0044720, ORPC, HEREBY CONSENTS TO THE RECORDING OF THIS MAP AND THE SUBDIVISION OF THE LANDS SHOWN HEREON.

BY: Christina Edwards
Christina L. Edwards
Notary Public

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON July 26, 2022 BEFORE ME, Christina Edwards, A NOTARY PUBLIC PERSONALLY APPEARED Dianna L. Edwards

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/IT/HEY EXECUTED THE SAME IN HIS/HER/IT/HEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/IT/HEIR 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.

Christina Edwards SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Sacramento COUNTY

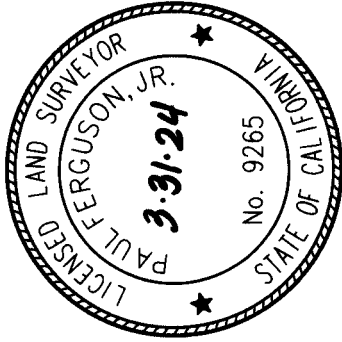
MY COMMISSION EXPIRES: May 31, 2023 MY COMMISSION NUMBER: 2290674

SURVEYOR'S STATEMENT

THIS MAP OF "CREEKVIEW PHASE 3 VILLAGE 9" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP. IN JANUARY 2019, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2024, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: Paul Ferguson
PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2024
DATE: 7/26/2022



CITY ENGINEER'S STATEMENT

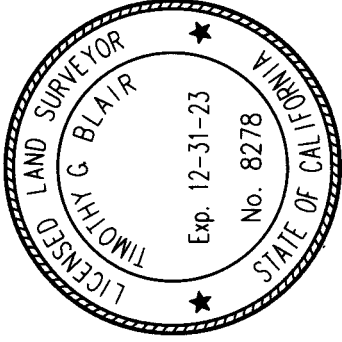
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKVIEW PHASE 3 VILLAGE 9" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

Marc Stout DATE: 7/29/22
MARC STOUT, R.C.E. 68879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CREEKVIEW PHASE 3 VILLAGE 9" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair DATE: 8/1/22
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2023



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CREEKVIEW PHASE 3 VILLAGE 9", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B, C, D, E AND F, AND THE RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION.

Carla Caudy
CITY CLERK, CITY OF ROSEVILLE

DATE: 8/18/2022 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 30th DAY OF August, 2022, AT 11:08 A.M. IN BOOK 66 OF MAPS, AT PAGE 32, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Bonco DOCUMENT NO.: 2022-0067567
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: D. Butcher FEE: \$ 113.00
DEPUTY

FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 9

SUBDIVISION NO. PL18-0026

ALL OF LOT 9 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS

165 Greendale Ridge Drive, Suite 150, Roseville, CA 95678 (916) 772-1188

AUGUST 2022

SHEET 1 OF 11

18431.PH3.V9

FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 9

SUBDIVISION NO. PL18-0026

ALL OF LOT 9 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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MACKAY & SOMPS

ENGINEERS PLANNERS SURVEYORS

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AUGUST 2022

SHEET 3 OF 11

18431.PH3.V9

Curve Table				
Curve #	Radius	Delta	Length	Chord Length
C1	24.00'	83°42'14"	35.06'	N54° 50' 27"E 32.03'
C2	1029.00'	0°34'06"	10.21'	N83° 35' 29"W 10.21'
C3	19.00'	71°48'19"	23.81'	N54° 18' 07"W 22.28'
C4	19.00'	71°48'19"	23.81'	N53° 53' 34"E 22.28'
C5	500.00'	25°19'27"	221.00'	N33° 59' 36"E 219.20'
C6	500.00'	8°20'31"	72.80'	N17° 09' 36"E 72.73'
C7	24.00'	85°40'11"	35.89'	N25° 50' 03"W 32.63'
C8	24.00'	85°40'11"	35.89'	N68° 29' 46"E 32.63'
C9	1029.00'	0°25'20"	7.58'	N83° 31' 06"W 7.58'

Line Table	
Line #	Bearing Length
L1	N06° 41' 34"E 10.00'
L2	N68° 40' 08"W 7.15'
L3	N68° 40' 08"W 7.15'
L4	N21° 19' 52"E 4.00'
L5	N21° 19' 52"E 4.00'

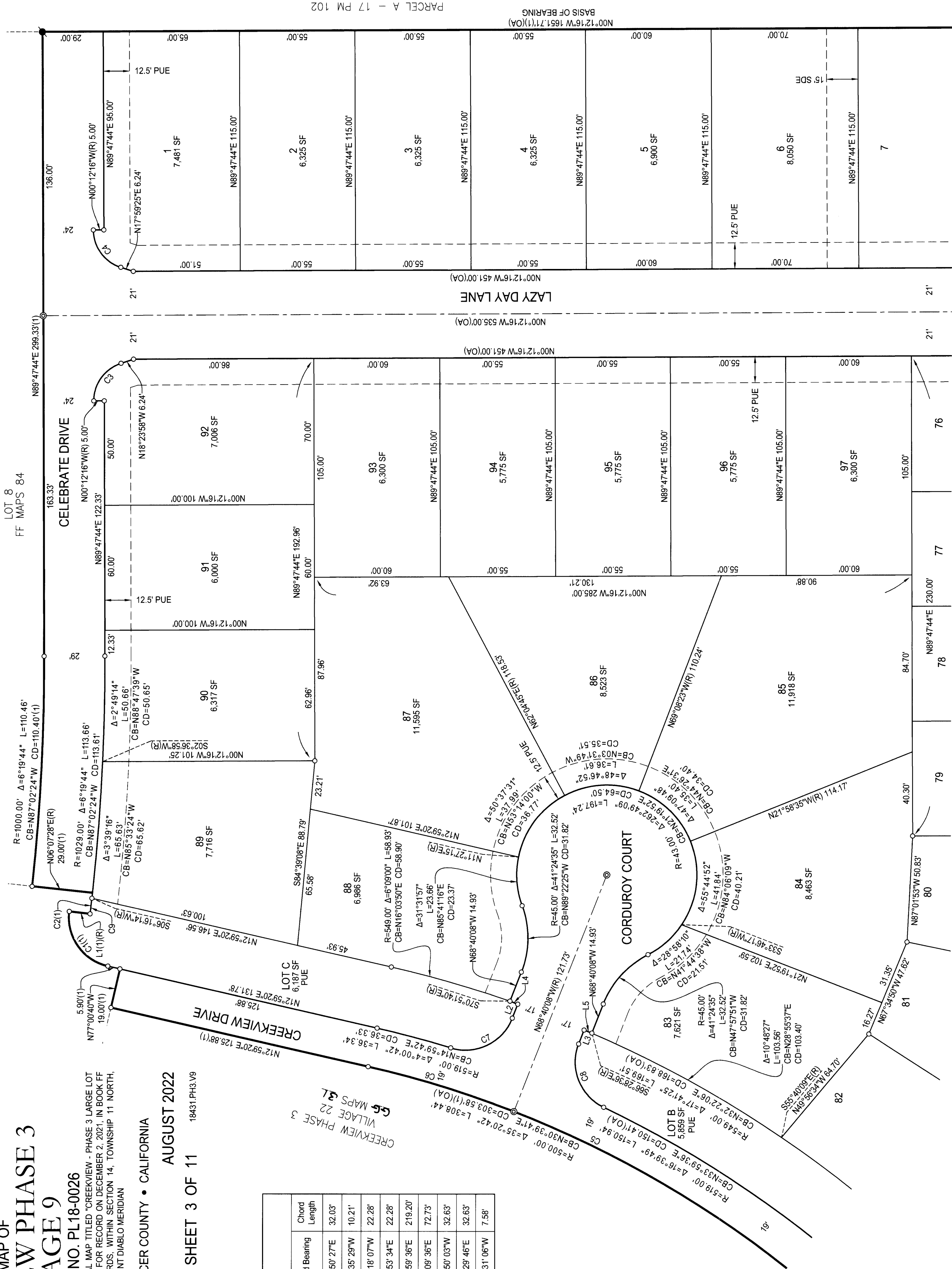


SCALE: 1"=30'

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES

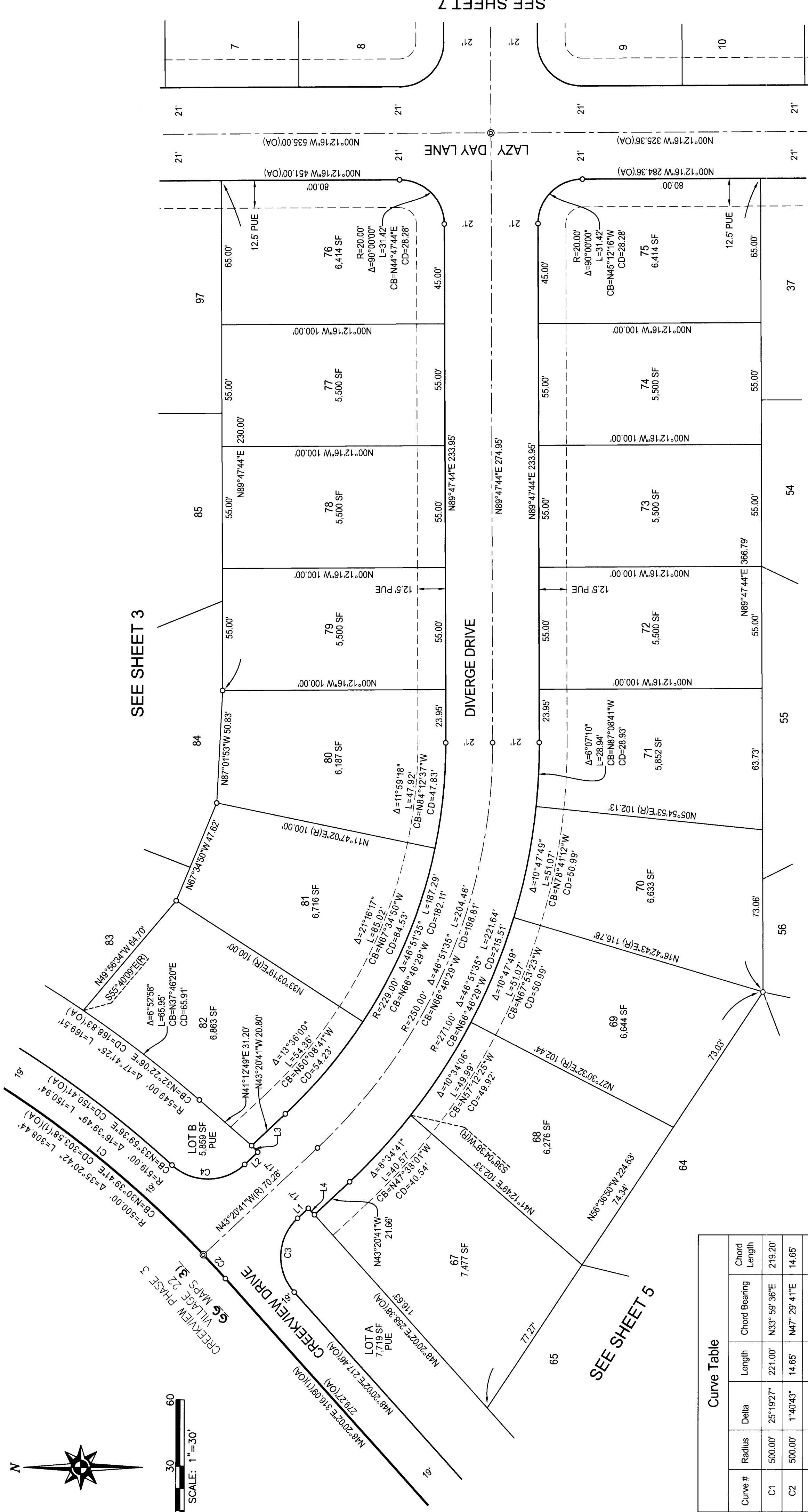
SEE SHEET 4

SEE SHEET 7



PARCEL A - 17 PM 102

N00°12'16"W 1651.71'(1)(OA)
BASIS OF BEARING



Curve Table				
Curve #	Radius	Delta	Length	Chord Bearing
C1	500.00'	25°19'27"	221.00'	N33° 59' 36"E
C2	500.00'	1°40'43"	14.65'	N47° 29' 41"E
C3	24.00'	88°19'17"	37.00'	N87° 30' 19"W
C4	24.00'	85°40'11"	35.89'	N00° 30' 35"W

Line Table		
Line #	Bearing	Length
L1	N43° 20' 41"W	6.59'
L2	N43° 20' 41"W	8.04'
L3	N46° 39' 19"E	4.00'
L4	N46° 39' 19"E	4.00'

FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 9

SUBDIVISION NO. PL18-0026
ALL OF LOT 9 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

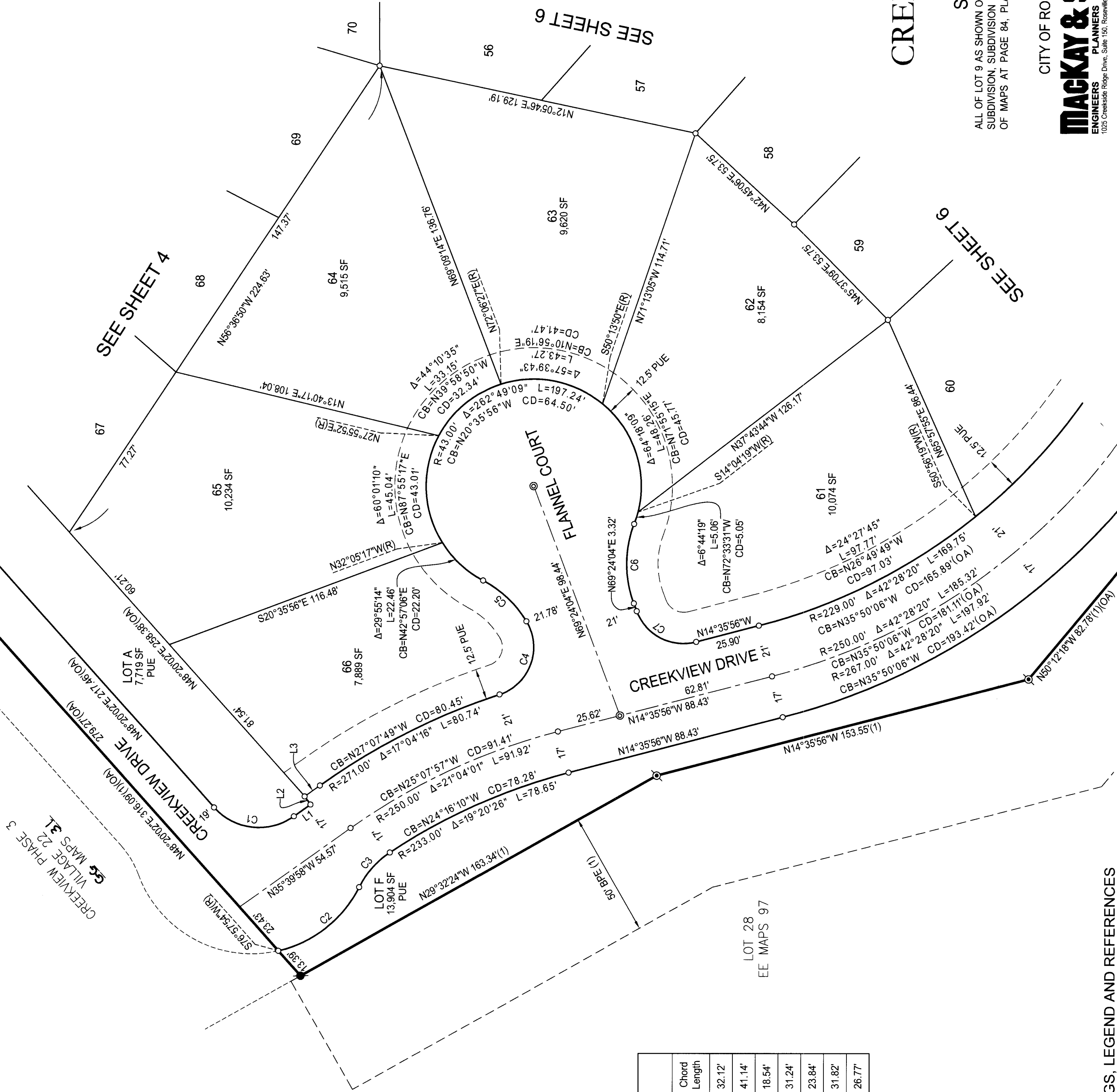
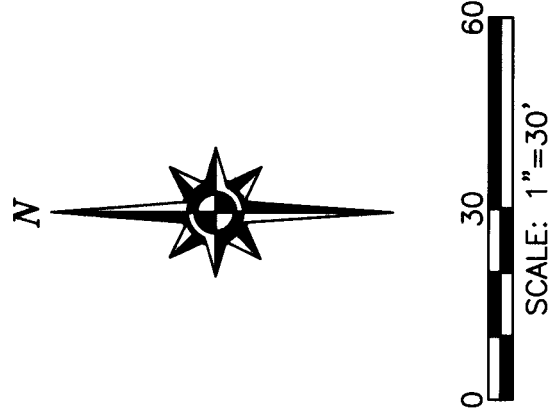
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MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

AUGUST 2022

SHEET 4 OF 11

18431-Ph3-V9



Curve Table				
Curve #	Radius	Delta	Length	Chord Bearing
C1	24.00'	84°00'00"	35.19'	N06° 20' 02"E
C2	48.00'	50°44'40"	42.51'	N38° 24' 26"W
C3	36.00'	29°50'23"	18.75'	N48° 51' 34"W
C4	20.00'	102°41'36"	35.85'	N69° 56' 29"W
C5	45.00'	30°43'14"	24.13'	N43° 21' 06"E
C6	45.00'	41°24'35"	32.52'	N89° 53' 39"W
C7	20.00'	84°00'00"	29.32'	N27° 24' 04"E

Line Table		
Line #	Bearing	Length
L1	N35° 39' 58"W	8.14'
L2	N54° 20' 02"E	4.00'
L3	N35° 39' 58"W	7.50'

FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 9

SUBDIVISION NO. PL18-0026
ALL OF LOT 9 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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ENGINEERS
PLANNERS
SURVEYORS

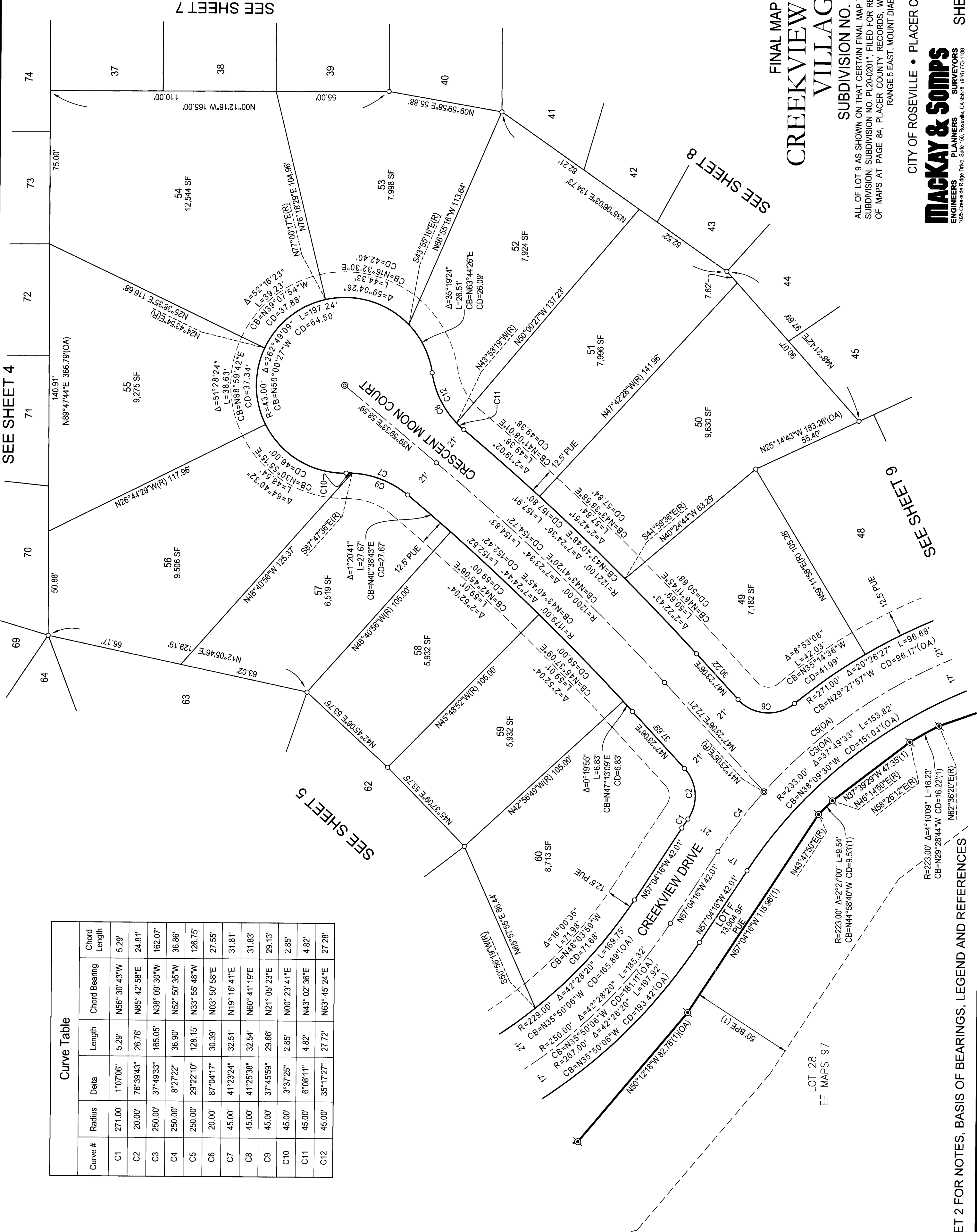
1025 Creekside Ridge Drive, Suite 101, Roseville, CA 95678 (916) 773-1188

AUGUST 2022

SHEET 5 OF 11

18431.PH3.V9

Curve Table				
Curve #	Radius	Delta	Length	Chord Bearing
C1	271.00'	1°07'06"	5.29'	N56° 30' 43"W
C2	20.00'	76°39'43"	26.76'	N85° 42' 58"E
C3	250.00'	37°49'33"	165.05'	N38° 09' 30"W
C4	250.00'	8°27'22"	36.90'	N52° 50' 35"W
C5	250.00'	29°22'10"	126.15'	N33° 55' 48"W
C6	20.00'	87°04'17"	30.39'	N03° 50' 58"E
C7	45.00'	41°23'24"	32.51'	N19° 16' 41"E
C8	45.00'	41°25'38"	32.54'	N60° 41' 19"E
C9	45.00'	37°45'59"	29.66'	N21° 05' 23"E
C10	45.00'	3°37'25"	2.85'	N00° 23' 41"E
C11	45.00'	6°08'11"	4.82'	N43° 02' 36"E
C12	45.00'	35°17'27"	27.72'	N63° 45' 24"E



FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 9

SUBDIVISION NO. PL18-0026
ALL OF LOT 9 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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ENGINEERS
PLANNERS
SURVEYORS

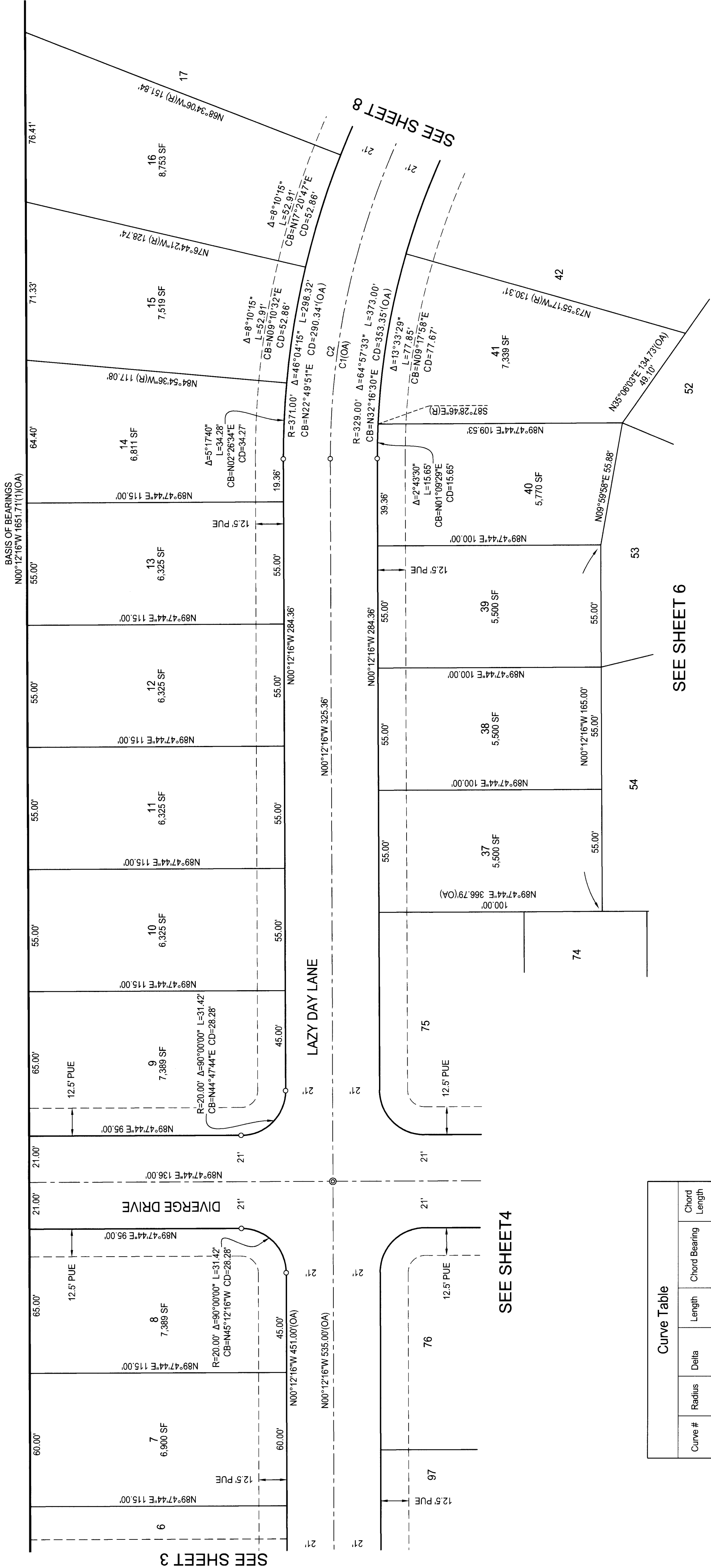
AUGUST 2022

SHEET 6 OF 11

18431.PH3.V9

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES

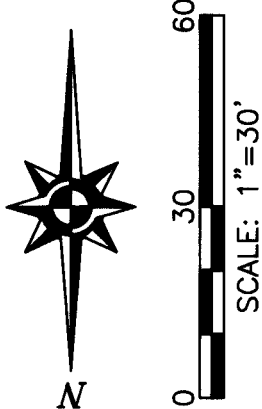
PARCEL A
17 PM 102



FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 9

SUBDIVISION NO. PL18-00026

ALL OF LOT 9 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS; WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN



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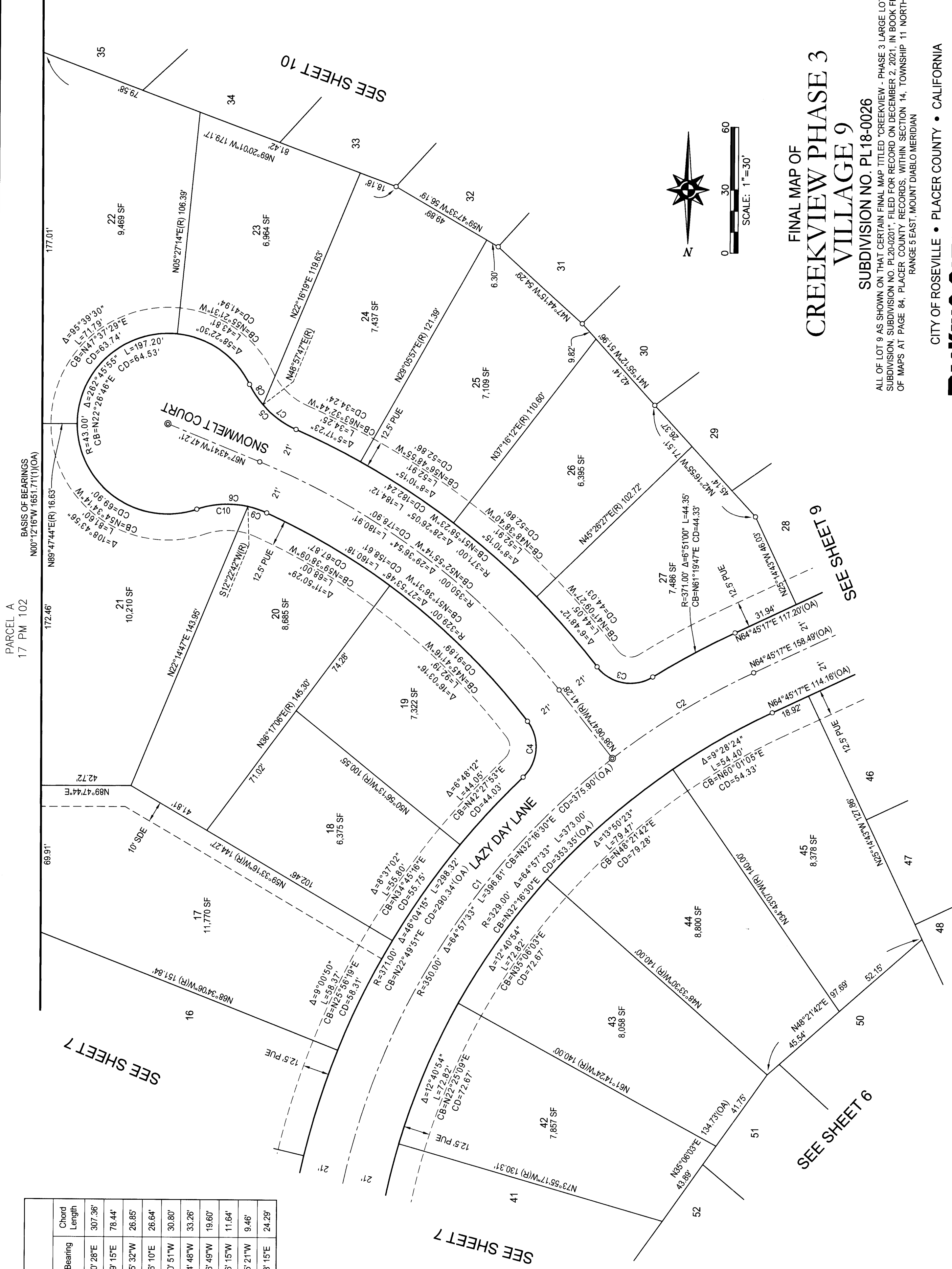
AUGUST 2022

SHEET 7 OF 11

18431.PH3.V9

SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES

Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	350.00'	52°05'29"	318.21'	N25° 50' 28"E	307.36'
C2	350.00'	12°52'04"	78.60'	N68° 19' 15"E	78.44'
C3	20.00'	84°20'22"	29.44'	N79° 55' 32"W	28.85'
C4	20.00'	83°31'13"	29.16'	N04° 06' 10"E	26.64'
C5	45.00'	40°01'09"	31.43'	N46° 10' 51"W	30.80'
C6	45.00'	43°22'48"	34.07'	N67° 14' 48"W	33.26'
C7	45.00'	25°09'13"	19.76'	N53° 36' 49"W	19.60'
C8	45.00'	14°51'56"	11.68'	N33° 36' 15"W	11.64'
C9	45.00'	12°03'54"	9.48'	N71° 35' 21"W	9.46'
C10	45.00'	31°18'54"	24.59'	N66° 43' 15"E	24.29'



FINAL MAP OF CREEKVIEW PHASE 3 VILLAGE 9

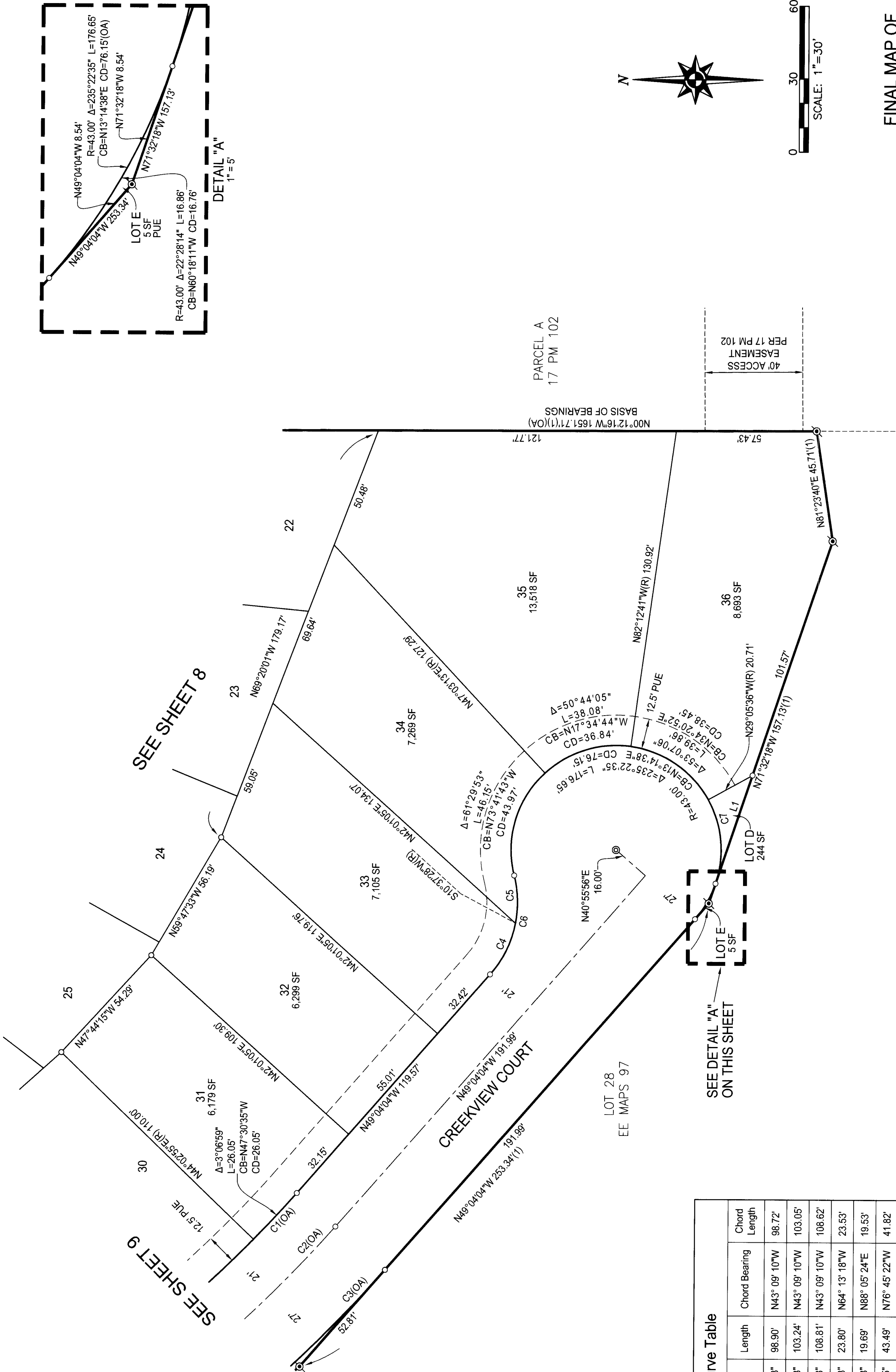
SUBDIVISION NO. PL18-0026

ALL OF LOT 9 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL120-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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SEE SHEET 2 FOR NOTES, BASIS OF BEARINGS, LEGEND AND REFERENCES

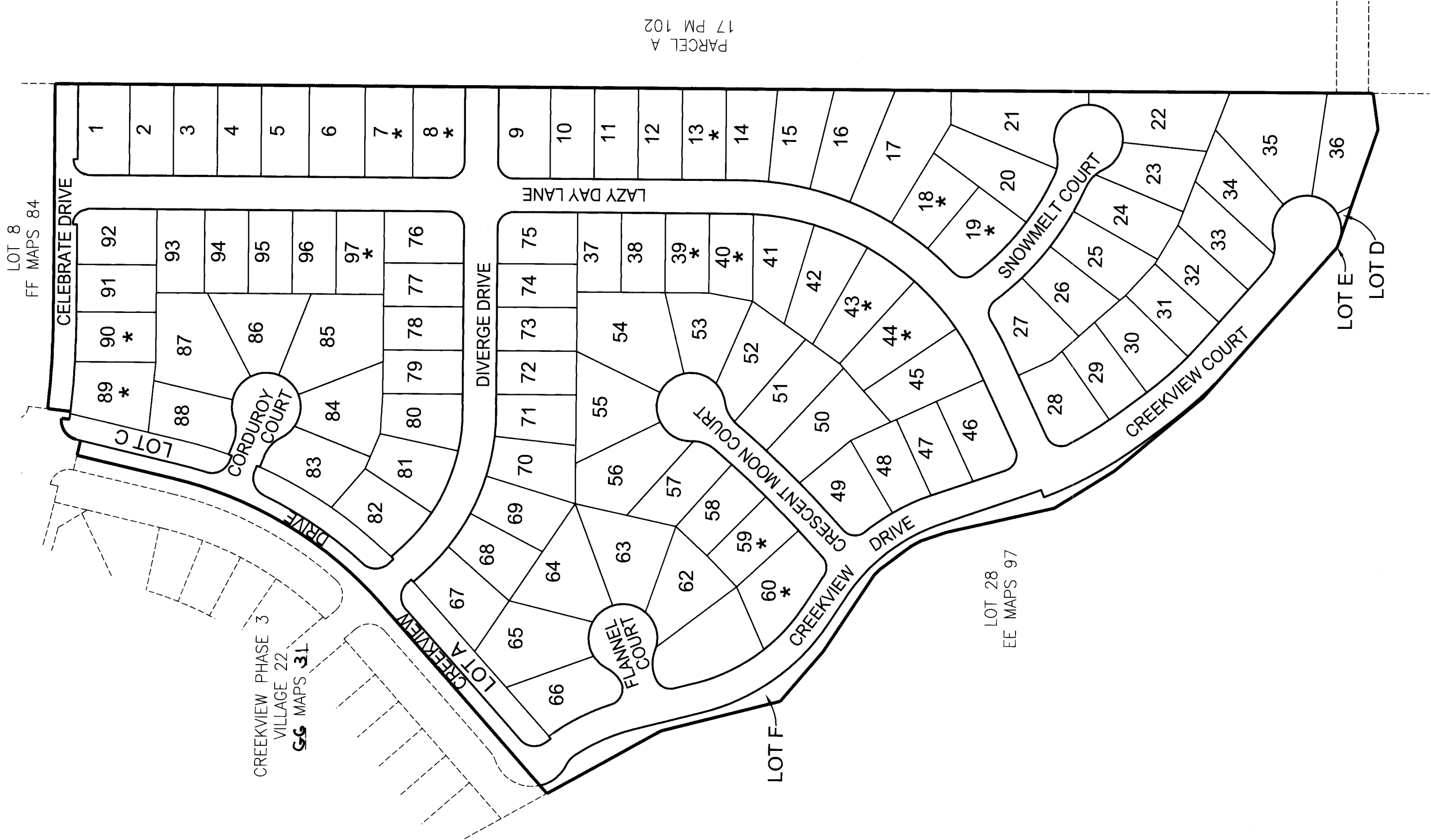


Curve Table				
Curve #	Radius	Delta	Length	Chord Length
C1	479.00'	11°49'48"	98.90'	98.72'
C2	500.00'	11°49'48"	103.24'	103.05'
C3	527.00'	11°49'48"	108.81'	108.62'
C4	45.00'	30°18'28"	23.80'	23.53'
C5	45.00'	25°04'08"	19.69'	19.63'
C6	45.00'	55°22'35"	43.49'	41.82'
C7	43.00'	47°33'16"	35.69'	34.67'

Line Table		
Line #	Bearing	Length
L1	N71° 32' 18"W	47.02'

FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 9

SUBDIVISION NO. PL18-0026
ALL OF LOT 9 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

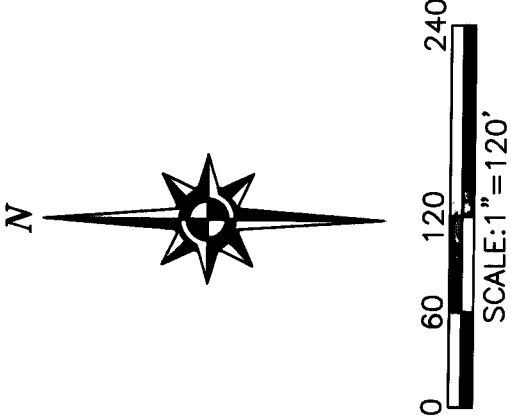


ADDITIONAL INFORMATION FOR INFORMATIONAL
PURPOSES ONLY PURSUANT TO SECTION
66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THERE TO. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 9

SUBDIVISION NO. PL18-0026

ALL OF LOT 9 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1188

AUGUST 2022

SHEET 11 OF 11

18431.PH3.V9



COUNCIL COMMUNICATION

CC #: 2896

File #: 0400-04-13-1

Title: Creekview Phase 3 Village 22 - Notice of Completion

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

Meeting Date: 9/6/2023

Item #: 7.16.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Creekview Phase 3 Village 22, CWJ#190722 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Troy Galvin, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-352

NOC

Exhibit A: Location Map

Final Map

RESOLUTION NO. 23-352

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW PHASE 3 VILLAGE 22 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Creekview Phase 3 Village 22 is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book GG of Maps, Page 31 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this 6th day of September 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 CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Creekview Phase 3 Village 22 Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Teichert Construction Company.

The surety on said project was Lexon Insurance Company a Texas Corporation
LICX1214936.

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

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

Marc Stout

City Engineer
City of Roseville

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

State of California)
County of Placer)

Subscribed and sworn to (or affirmed) before me on this ____ day of _____, 20____, Marc Stout

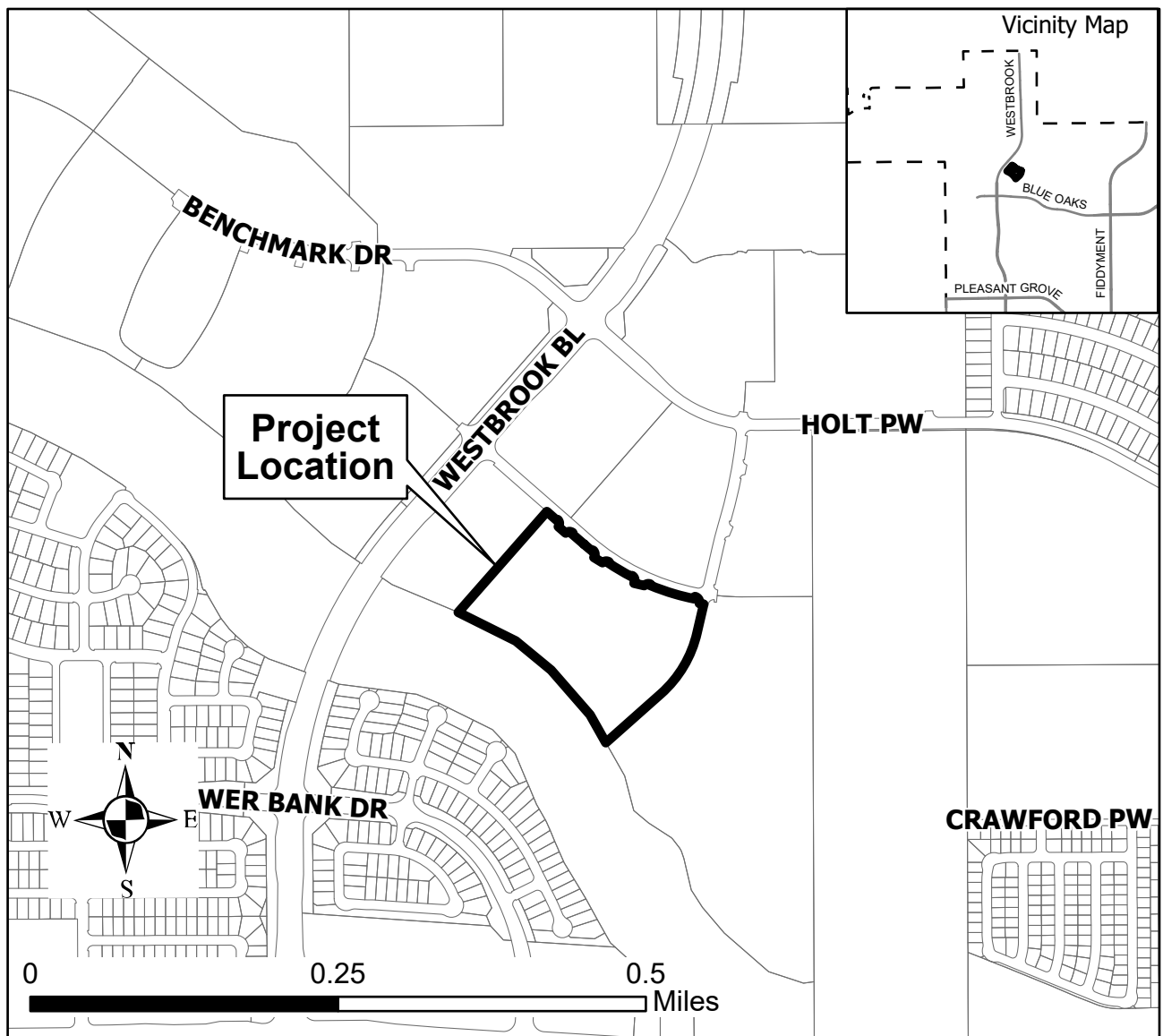
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

Exhibit A: Location Map

City of Roseville Creekview Phase 3 - Village 22





PLACER, County Recorder
RYAN RONCO
DOC- 2022-0067559-00
4126

RECORDING REQUESTED BY:

First American Title Company

TUESDAY, AUG 30, 2022 10:49 AM
MIC \$3.00 | AUT \$0.00 | SBS \$7.00
ERD \$0.00 | SB2 \$75.00 | MAP \$19.00
ADD \$0.00

Ttl Pd \$104.00 Rcpt # 03186049
CLK6BBTJ93/BG/1-8

TYPE OF MAP: Subdivision Map, City of Roseville

BOOK: GG PAGE: 31

NAME: Creekview Phase 3 Village 22
Subdivision No. PL20-0201
Anthem United Creekview Developments Limited Partnership

TRUSTEE: First American Title Insurance Company

TOWNSHIP: 11N RANGE: 05E SECTION: 14

NO. OF SHEETS: 8

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "CREEKVIEW PHASE 3 VILLAGE 22" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- (A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C AND D, THE STREETS SHOWN HEREON AS CREEKVIEW DRIVE, FRISBEE DRIVE, WOODLANDS LOOP, FRISBEE PLACE, RAVENROCK PLACE, TRAIN WHISTLE PLACE, BLACK WALNUT WAY AND RAVENROCK WAY AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "PUE" (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS CREEKVIEW DRIVE, FRISBEE DRIVE, WOODLANDS LOOP, FRISBEE PLACE, RAVENROCK PLACE, TRAIN WHISTLE PLACE, BLACK WALNUT WAY AND RAVENROCK WAY.
- (B) LOTS A, B, AND C AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHTS-OF-WAY.
- (C) LOT D AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR PUBLIC OPEN SPACE PURPOSES.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP,
A WASHINGTON LIMITED PARTNERSHIP

BY: Brian Moore
Nice President

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON July 26, 2022 BEFORE ME, Bonnie Kwan, A NOTARY PUBLIC

PERSONALLY APPEARED Brian Moore
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

BK
SIGNATURE Bonnie Kwan PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 12/27/2023 MY COMMISSION NUMBER: 2317317

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND SECURITY AGREEMENT RECORDED ON MAY 24, 2019, AS INSTRUMENT NO. 2019-0034783, ORPC AND MODIFIED BY INSTRUMENT NO. 2021-0045312, AND INSTRUMENT NO. 2022-0044720, ORPC, HEREBY CONSENTS TO THE RECORDING OF THIS MAP AND THE SUBDIVISION OF THE LANDS SHOWN HEREON.

BY: Christina Edwards
Diana L. Edwards
No CAL ESCROW MANAGER

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON July 26, 2022 BEFORE ME, Christina Edwards, A NOTARY PUBLIC

PERSONALLY APPEARED Diana L. Edwards
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.

Christina Edwards
SIGNATURE PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Sacramento COUNTY

MY COMMISSION EXPIRES: May 31, 2023 MY COMMISSION NUMBER: 2290674

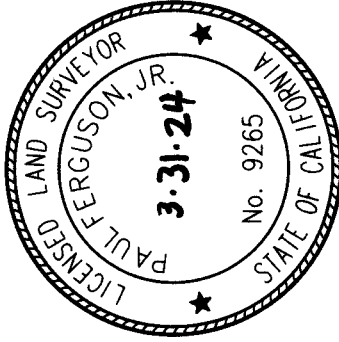
SURVEYOR'S STATEMENT

THIS MAP OF "CREEKVIEW PHASE 3 VILLAGE 22" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP, IN JANUARY, 2019. I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2024, AND THAT THE MONUMENTS ARE OR WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: Paul Ferguson, Jr.
PAUL FERGUSON, JR., PLS 9265
EXPIRATION DATE: MARCH 31, 2024

DATE: 7/26/2022



CITY ENGINEER'S STATEMENT

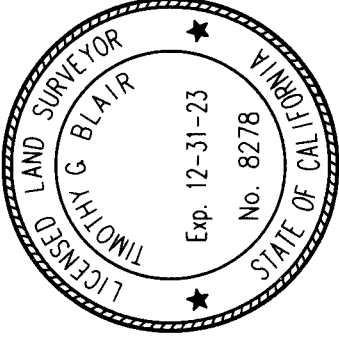
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKVIEW PHASE 3 VILLAGE 22", AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

Marc Stout
MARC STOUT, R.C.E. 68879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022
DATE: 7/29/22

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CREEKVIEW PHASE 3 VILLAGE 22" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2023
DATE: 8/1/22



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CREEKVIEW PHASE 3 VILLAGE 22", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B, C AND D, AND THE RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION, AND HEREBY APPROVES THE ABANDONMENT OF THE EASEMENTS LISTED WITHIN NOTE 5 ON SHEET 2.

Carly
CITY CLERK, CITY OF ROSEVILLE

DATE: 8/18/2022 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 30th DAY OF August, 2022, AT 10:49 A.M. IN BOOK 66 OF MAPS, AT PAGE 31 IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ranco
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA
DOCUMENT NO.: 2022-0067559

BY: Paul Ferguson, Jr.
DEPUTY
FEE: \$ 104.⁰⁰

FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 22

SUBDIVISION NO. PL20-0201

ALL OF LOT 10 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Greentide Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

AUGUST 2022

SHEET 1 OF 8

18431.CV.PH3.V22

NOTES

1. ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
2. TOTAL AREA FOR THIS SUBDIVISION IS 11.290± ACRES, CONSISTING OF 82 RESIDENTIAL LOTS, 3 LANDSCAPE LOTS AND 1 OPEN SPACE LOT.
3. ALL FRONT LOT CORNERS WILL BE SET WITH A 1" DIAMETER DISC STAMPED "LS 9265" IN THE ATTACHED SIDEWALK ON A 1-FOOT EXTENSION OF THE SIDE LOT LINE UNLESS SHOWN OTHERWISE.
4. ALL REAR LOT CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR AND PLASTIC CAP STAMPED "LS 9265. WHERE MONUMENTS FALL WITHIN A SOUND WALL OR CONCRETE FOOTING A 5/8" REBAR, WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE ON A 4.00 OFFSET TO THE REAR LOT CORNER OR A 3/4" TAG STAMPED "LS 9265" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AN OFFSET MONUMENT CANNOT BE SET.
5. PURSUANT TO GOVERNMENT CODE SECTION 66434(G), THE FOLLOWING IRREVOCABLE OFFER OF DEDICATION, NOT SHOWN HEREON, IS HEREBY ABANDONED:

a. 12.5' P.U.E. ALONG THE SOUTHERLY RIGHT-OF-WAY OF CELEBRATE DRIVE, WITHIN LOT 10 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION", FILED FOR RECORD ON DECEMBER 2, 2021 IN BOOK FF OF MAPS, AT PAGE 84, PLACER COUNTY RECORDS.
6. A PRELIMINARY SOILS REPORT WAS PREPARED BY GEOCON CONSULTANTS, INC. DATED AUGUST, 2014; PROJECT NO. S9578-05-05 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-885.

LEGEND:

⊙	COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265" TO BE SET PER (1)
⦿	5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" TO BE SET PER (2)
●	5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" TO BE SET PER (1)
⊙	SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
⋈	SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265"
⋈	SET 1" DIAMETER DISC STAMPED "LS 9265" ON TOP OF THE 8" BARRIER CURB ON A 0.30-FOOT EXTENSION OF THE SIDE LOT LINE.
○	DIMENSION POINT
BPE	BIKE PATH EASEMENT
CB	CHORD BEARING
CD	CHORD DISTANCE
(OA)	OVERALL
PAE	PEDESTRAIN ACCESS EASEMENT
PUE	PUBLIC UTILITY EASEMENT
(R)	RADIAL BEARING
SF	SQUARE FEET
(X)	SHEET INDEX NUMBER
_____	BOUNDARY
_____	LOT LINE
-----	ADJACENT PROPERTY
=====	RIGHT-OF-WAY
-----	EASEMENT
-----	CENTER LINE

BASIS OF BEARINGS:

THE BASIS OF BEARINGS FOR THIS MAP IS NORTH 48°50'37" WEST AS SHOWN AS THE CENTERLINE, CELEBRATE DRIVE PER THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 2, 2021 IN BOOK FF OF MAPS, AT PAGE 84, PLACER COUNTY RECORDS.

REFERENCES:

- (1) FF MAPS 84
- (2) EE MAPS 97

FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 22

SUBDIVISION NO. PL20-0201

ALL OF LOT 10 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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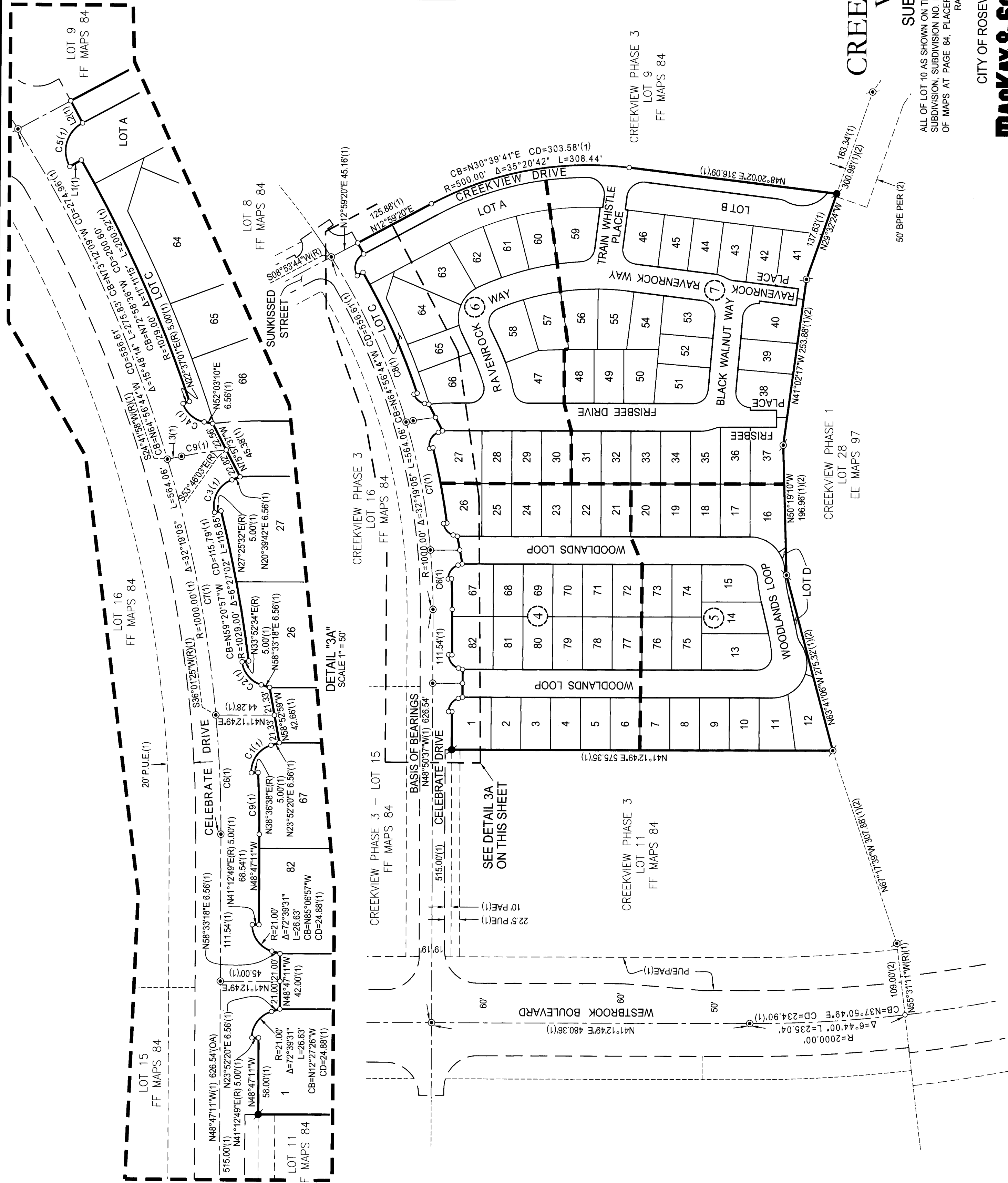
AUGUST 2022

SHEET 2 OF 8

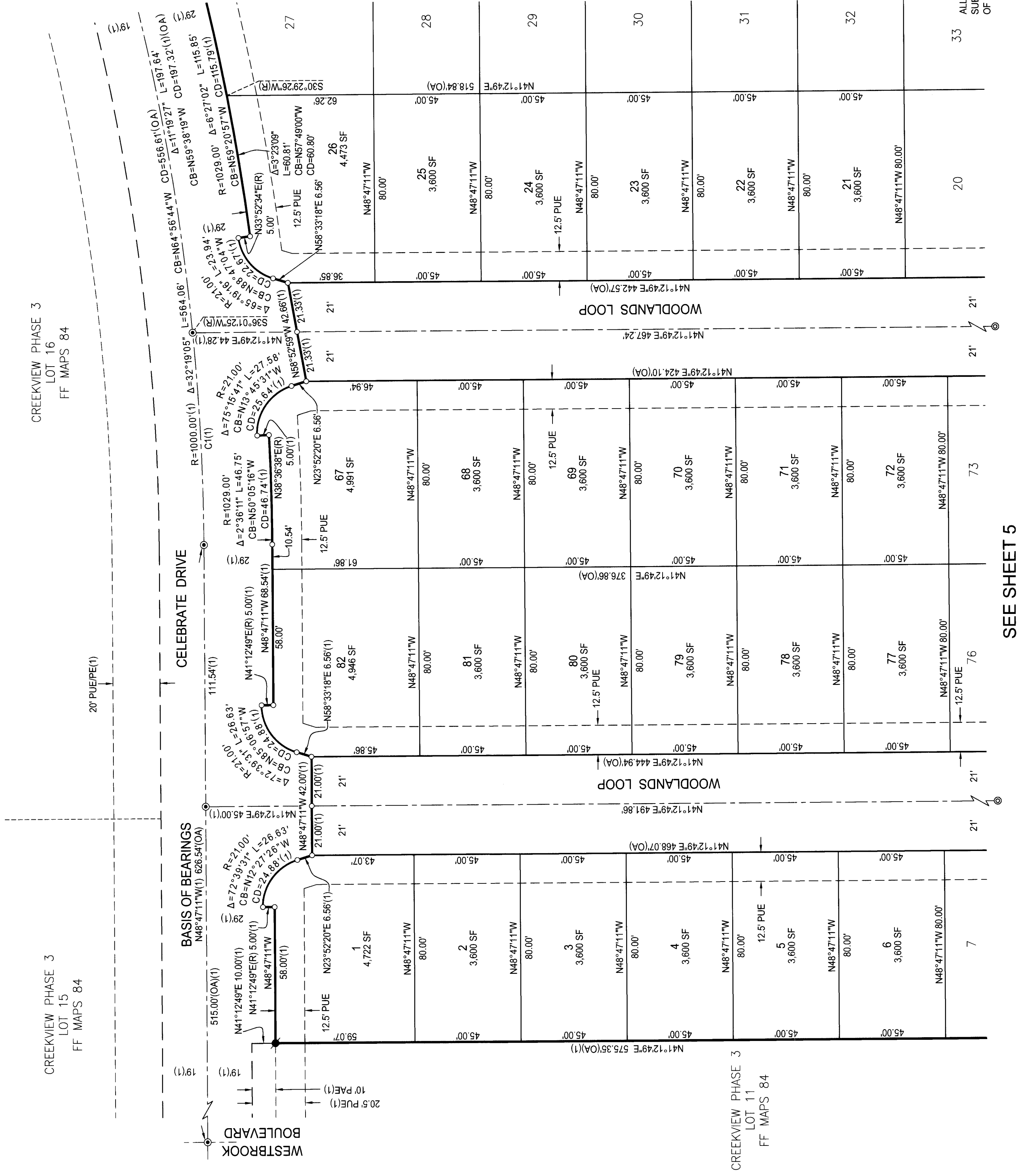
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Line Table		
Line #	Bearing	Length
L1 (R)	N11°25'47"E	10.00'
L2 (R)	N77°00'40"W	19.00'
L3	N29°41'58"E	10.87'

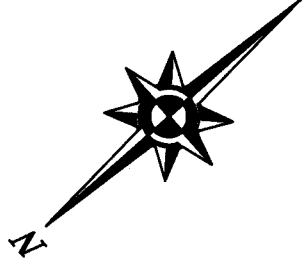
Curve Table				
Curve #	Radius	Delta	Length	Chord Length
C1	21.00'	75°15'41"	27.58'	25.64'
C2	21.00'	65°19'16"	23.94'	22.67'
C3	21.00'	83°14'10"	30.51'	27.89'
C4	21.00'	60°33'51"	22.20'	21.18'
C5	24.00'	91°33'34"	38.35'	34.40'
C6	1000.00'	5°11'24"	90.58'	90.55'
C7	1000.00'	11°19'27"	197.64'	197.32'
C8	1000.00'	15°48'14"	275.83'	274.96'
C9	1029.00'	2°36'11"	46.75'	46.74'



ALL OF LOT 10 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN



Curve Table					
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length
C1	1000.00'	5°11'24"	90.58'	N51° 22' 53"W	90.55'



FINAL MAP OF CREEKVIEW PHASE 3 VILLAGE 22

SUBDIVISION NO. PL20-0201

ALL OF LOT 10 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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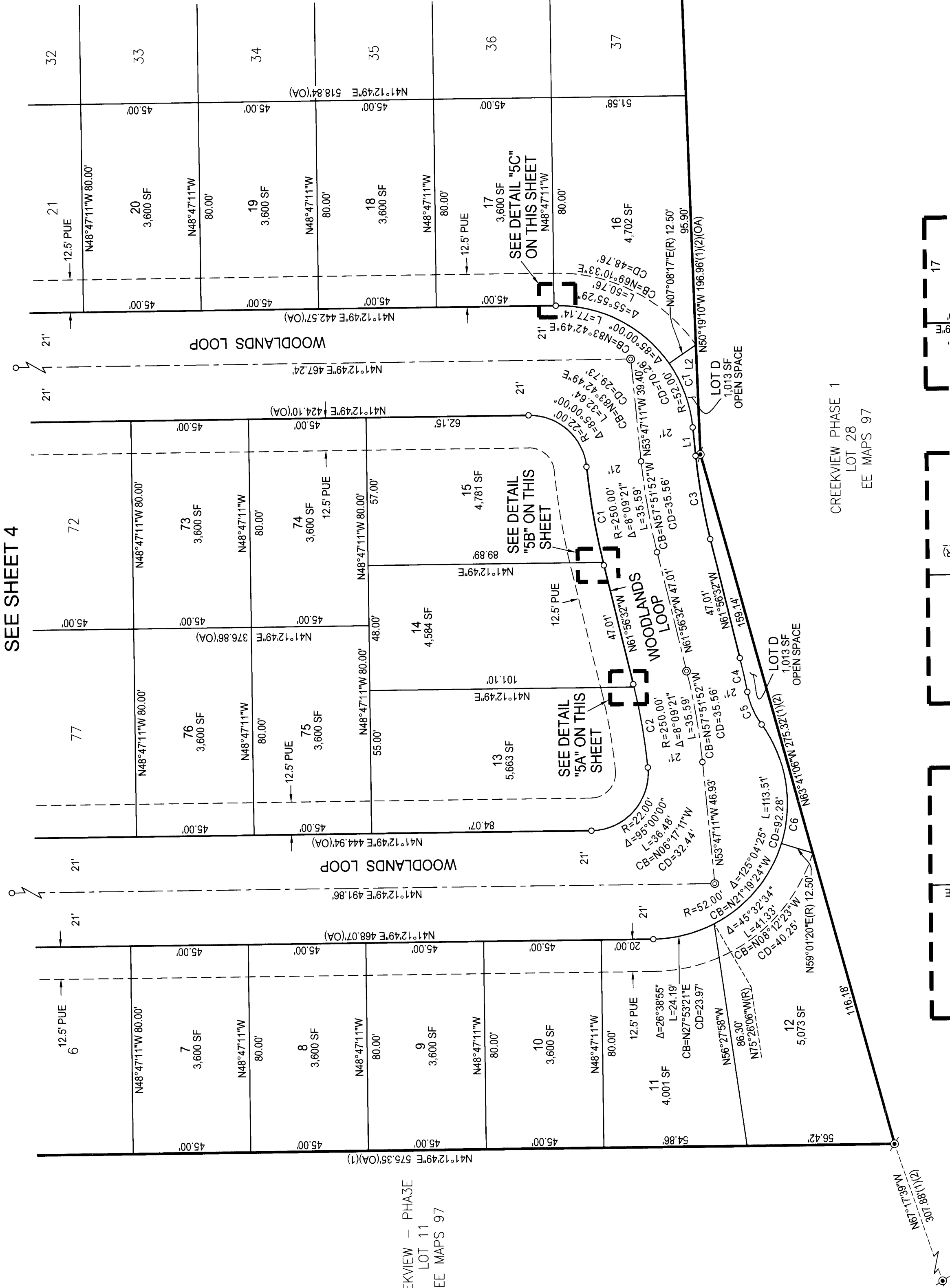
SHEET 4 OF 8

SEE SHEET 2 FOR NOTES, SEE SHEET 3 FOR REFERENCES, BASIS OF BEARINGS AND LEGEND

SEE SHEET 4

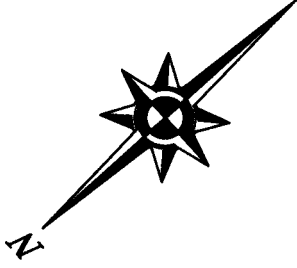
SEE SHEET 7

CREEKVIEW — PHASE
LOT 11
EE MAPS 97



Line Table		
Line #	Bearing	Length
L1	N53°47'11"W	11.00'
L2	N50°19'10"W	42.09'

Curve Table				
Curve #	Radius	Delta	Length	Chord Length
C1	271.00'	8°09'21"	38.58'	N57° 51' 52"W 38.54'
C2	229.00'	8°09'21"	32.60'	N57° 51' 52"W 32.57'
C3	229.00'	8°09'21"	32.60'	N57° 51' 52"W 32.57'
C4	271.00'	2°49'49"	13.39'	N60° 31' 38"W 13.38'
C5	32.00'	24°44'53"	13.82'	N71° 29' 10"W 13.71'
C6	52.00'	52°52'56"	47.99'	N57° 25' 08"W 46.31'
C7	52.00'	29°04'31"	26.39'	N68° 19' 27"W 26.11'



FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 22

SUBDIVISION NO. PL20-0201

ALL OF LOT 10 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

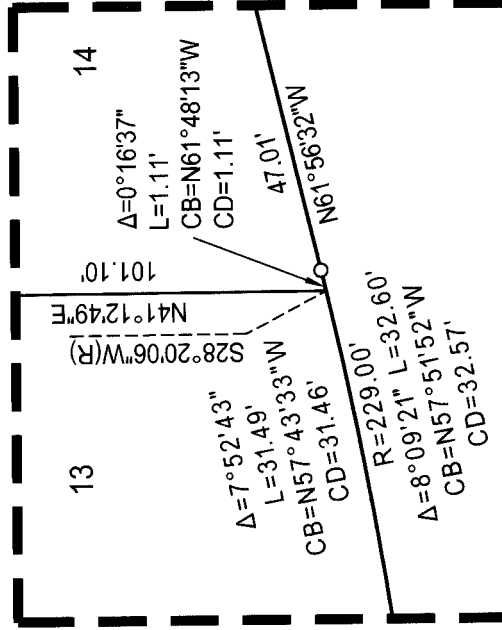
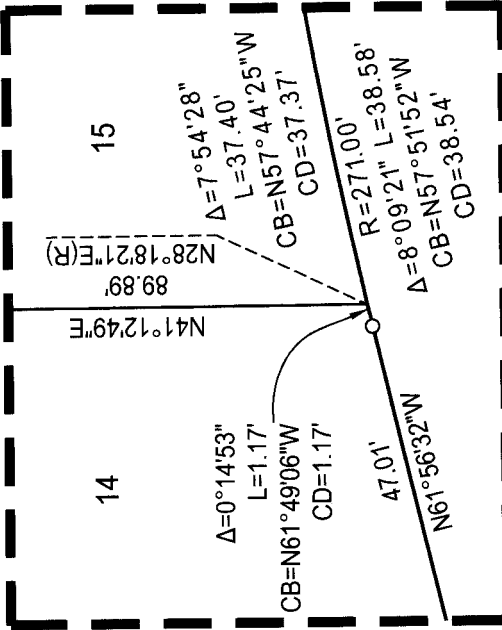
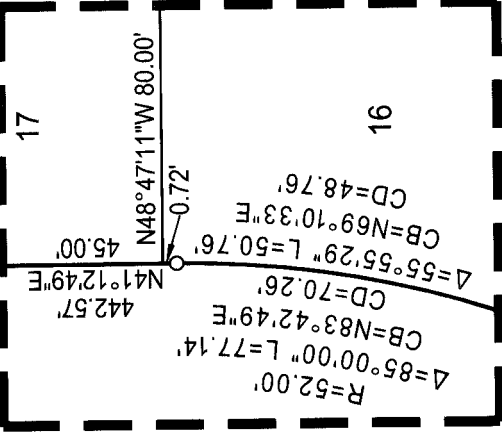
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SHEET 5 OF 8

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SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 22

SUBDIVISION NO. PL20-0201

ALL OF LOT 10 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

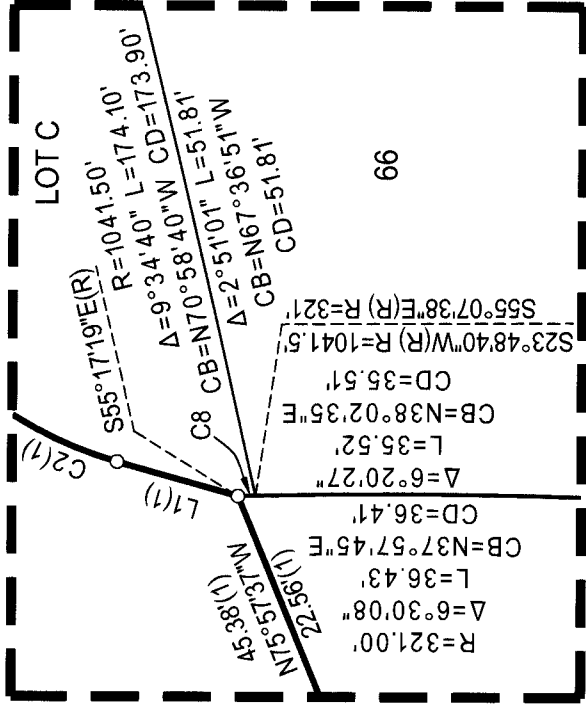
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DETAIL "6A"
SCALE 1"=10'

SUNKISSSED STREET

CREEKVIEW PHASE 38
LOT 9
FF MAPS 84



Curve Table				
Curve #	Radius	Delta	Length	Chord Bearing
C1	21.00'	83°14'10"	30.51'	N20° 57' 23"W
C2	21.00'	60°33'51"	22.20'	N82° 20' 06"E
C3	52.00'	4°58'20"	4.51'	N13° 41' 27"E
C4	52.00'	13°20'48"	12.11'	N67° 29' 32"W
C5	321.00'	6°30'08"	36.43'	N37° 57' 45"E
C6	300.00'	4°58'52"	26.08'	N38° 43' 23"E
C7	279.00'	3°12'37"	15.63'	N39° 36' 30"E
C8	321.00'	0°09'41"	0.90'	N34° 47' 31"E
C9	52.00'	90°20'33"	81.99'	N28° 59' 40"W
C10	321.00'	6°20'27"	35.52'	N38° 02' 35"E

Line Table		
Line #	Bearing	Length
L1	N52°03'10"E	6.56'

CREEKVIEW PHASE 3
LOT 9
FF MAPS 84

CREEKVIEW DRIVE
R=500.00' Δ=35°20'42" L=308.44' CB=N30°39'41"E CD=303.58'(1)(OA)
Δ=33°39'59" L=293.79' CB=N29°49'20"E CD=289.59'(1)(OA)
Δ=28°03'24" L=235.54' CB=N27°01'02"E CD=233.19'(OA)

RAVENROCK WAY
R=421.00' Δ=21°52'35" L=160.74' CB=N27°06'54"E CD=159.77'
R=379.00' Δ=30°13'09" L=199.89' CB=N33°13'28"E CD=197.58'
R=400.00' Δ=32°29'59" L=226.89' CB=N32°05'03"E CD=223.86'(OA)

SEE SHEET 4

SEE SHEET 7

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

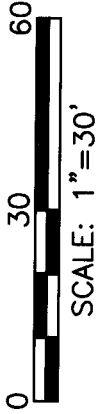
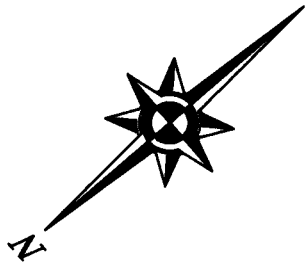
SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

SEE SHEET 4

SEE SHEET 6

SEE SHEET 5

Curve Table				
Curve #	Radius	Delta	Length	Chord Bearing
C1	32.00'	21°47'12"	12.17'	N30° 19' 13"E
C2	32.00'	18°47'16"	10.49'	N28° 49' 15"E
C3	52.00'	21°47'12"	19.77'	N59° 13' 39"E
C4	400.00'	5°10'52"	36.17'	N45° 44' 37"E
C5	500.00'	1°40'43"	14.65'	N47° 29' 41"E
C6	436.00'	0°31'38"	4.01'	N43° 53' 40"E
C7	421.00'	21°52'35"	160.74'	N27° 06' 54"E
C7	52.00'	15°56'22"	14.47'	N62° 09' 04"E



SCALE: 1"=30'

FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 22

SUBDIVISION NO. PL20-0201
ALL OF LOT 10 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201" FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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SHEET 7 OF 8

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ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSES ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING THEREON. THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

★ DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

AUGUST 2022

SHEET 8 OF 8

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SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND



COUNCIL COMMUNICATION

CC #: 2897

File #: 0400-04-13-1

Title: Creekview Phase 3 Village 5 - Notice of Completion

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

Meeting Date: 9/6/2023

Item #: 7.17.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt the attached resolution accepting Creekview Phase 3 Village 5, CWJ#190696 as complete and authorizing the City Engineer to execute the Notice of Completion.

BACKGROUND

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

FISCAL IMPACT

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

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Troy Galvin, Construction Inspector

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-353

NOC

Exhibit A: Location Map

Final Map

RESOLUTION NO. 23-353

RESOLUTION OF THE COUNCIL OF THE CITY OF ROSEVILLE ACCEPTING THE PUBLIC WORK KNOWN AS CREEKVIEW PHASE 3 VILLAGE 5 PROJECT, APPROVING THE "NOTICE OF COMPLETION", AND AUTHORIZING AND DIRECTING THE CITY ENGINEER TO EXECUTE SAID NOTICE ON BEHALF OF THE CITY OF ROSEVILLE, THEREFORE, AND ACCEPTING ALL DEDICATIONS OFFERED ON THE RECORDED MAP OF THE SUBDIVISION.

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

1. The "Notice of Completion" on file in the City Clerk's Department relative to that public work known as the Creekview Phase 3 Village 5 is hereby approved and the public work accepted.
2. All rights of way and easements as offered on the final map of recorded with Placer County Recorder's Office Book GG of Maps, Page 30 is hereby accepted.
3. The City Engineer is hereby authorized and directed to execute said Notice on behalf of the City of Roseville.

PASSED AND ADOPTED by the Council of the City of Roseville, this 6th day of September 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 CLERK
CITY OF ROSEVILLE
311 VERNON STREET
ROSEVILLE, CA 95678

Exempt from recording fees
Pursuant to Gov't Code §27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN that the public work of improvement known as the
Creekview Phase 3 Village 5 Project was completed and
accepted by the City of Roseville on _____. The location is
situated in the City of Roseville, County of Placer, State of California and is indicated on the
attached map, marked as Exhibit "A" and incorporated herein by this reference. The real
property herein described is owned by the City of Roseville, 311 Vernon Street, Roseville CA
95678.

The direct/general contractor on said project was Teichert Construction Company.

The surety on said project was Lexon Insurance Company a Texas Corporation
LICX1214937.

Marc Stout
City Engineer
City of Roseville
Owner

ATTEST:

Carmen Avalos, City Clerk

State of California)
County of Placer)

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

Marc Stout

City Engineer
City of Roseville

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

State of California)
County of Placer)

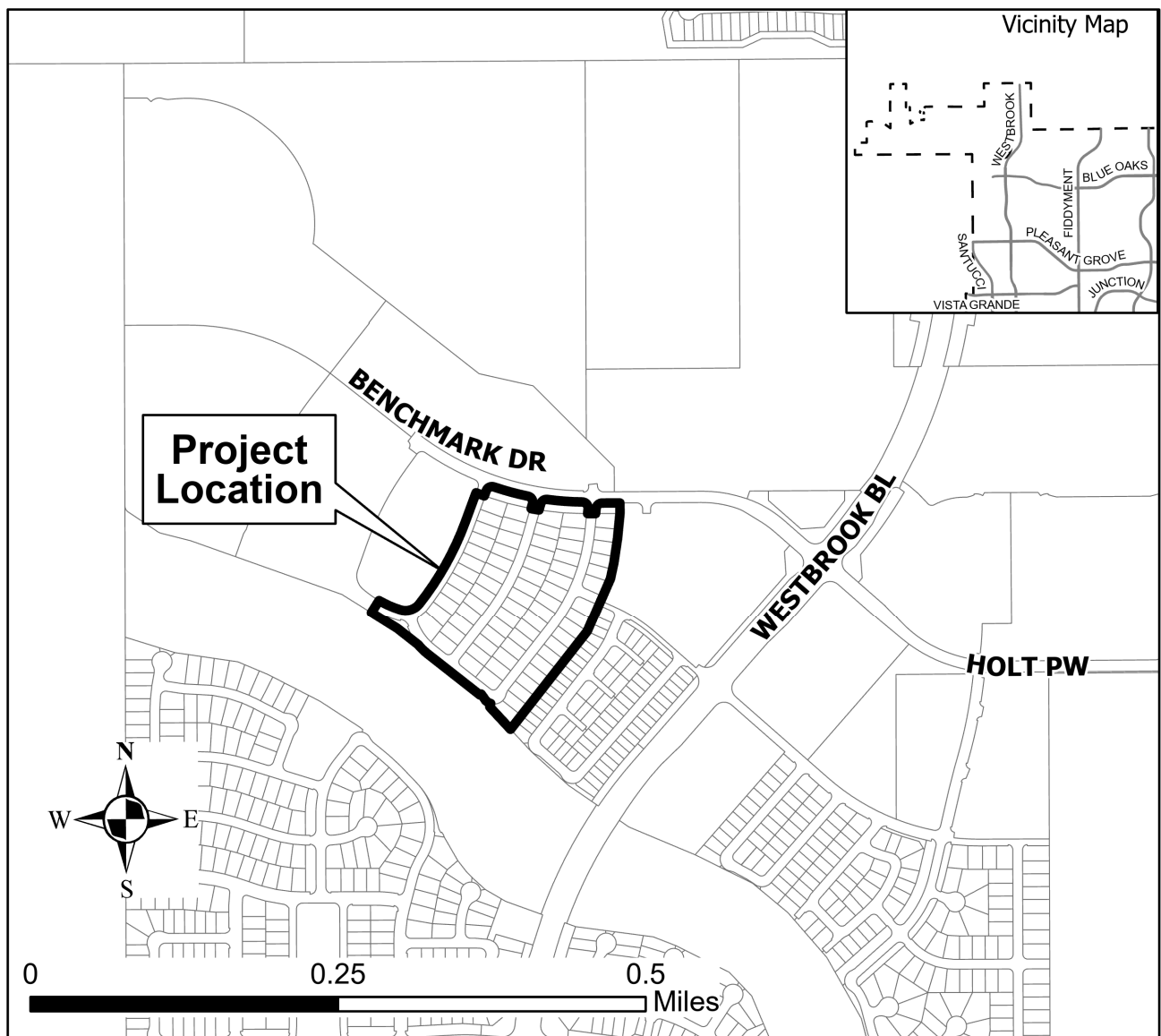
Subscribed and sworn to (or affirmed) before
me on this ____ day of _____,
20____, Marc Stout
proved to me on the basis of satisfactory
evidence to be the person(s) who appeared
before me.

Place Notary Seal and/or Stamp Above

Signature of Notary Public

EXHIBIT A: Location Map

City of Roseville Creekview Phase 3 Village 5





PLACER, County Recorder
RYAN RONCO
DOC- 2022-0067557-00
4126

RECORDING REQUESTED BY:

First American Title Company

TUESDAY, AUG 30, 2022 10:49 AM
MIC \$3.00 | AUT \$0.00 | SBS \$8.00
ERD \$0.00 | SB2 \$75.00 | MAP \$21.00
ADD \$0.00
Ttl Pd \$107.00 Rcpt # 03186048
CLK6BBTJ93/BG/1-9

TYPE OF MAP: Subdivision Map, City of Roseville

BOOK: GG PAGE: 30

NAME: Creekview Phase 3 Village 5
Subdivision No. PL20-0201
Anthem United Creekview Developments Limited Partnership

TRUSTEE: First American Title Insurance Company

TOWNSHIP: 11N RANGE: 05E SECTION: 14

NO. OF SHEETS: 9

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE SUBDIVISION SHOWN UPON THIS FINAL MAP OF "CREEKVIEW PHASE 3 VILLAGE 5" AND THEY HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AND HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE FOR SPECIFIC PURPOSES THE FOLLOWING:

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS EASEMENTS FOR PUBLIC PURPOSES:

- (A) A PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF, BUT NOT LIMITED TO ELECTROLIERS, WATER AND GAS PIPES, SEWER AND DRAINAGE PIPES, AND FOR UNDERGROUND WIRE AND CONDUITS FOR ELECTRIC, TELEPHONE AND TELEVISION SERVICES AND TRAFFIC CONTROL APPURTENANCES TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO ON, OVER, UNDER AND ACROSS LOTS A, B, C AND D, THE STREETS SHOWN HEREON AS MARSHMALLOW DRIVE, VIBRANT DRIVE, ROUNDHOUSE LOOP, AND HAPPY CAMPER WAY AND THOSE STRIPS OF LAND LYING CONTIGUOUS TO THE RIGHTS-OF-WAY AS SHOWN HEREON AND DESIGNATED "PUE" (PUBLIC UTILITY EASEMENT).

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

- (A) AS PUBLIC RIGHTS-OF-WAY (INCLUDING ALL IMPROVEMENTS THEREON) THE STREETS SHOWN HEREON AS MARSHMALLOW DRIVE, VIBRANT DRIVE, ROUNDHOUSE LOOP, AND HAPPY CAMPER WAY.
- (B) LOTS A, B, C AND D AS SHOWN HEREON TO THE CITY OF ROSEVILLE FOR LANDSCAPING AND AS PUBLIC RIGHTS-OF-WAY.

ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP,
A WASHINGTON LIMITED PARTNERSHIP

BY: Brian Moore
Vice President

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON July 26, 2022 BEFORE ME, Bonnie Kwan, A NOTARY PUBLIC

PERSONALLY APPEARED Brian Moore

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.

BK
SIGNATURE Bonnie Kwan
PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Placer COUNTY

MY COMMISSION EXPIRES: 12.127/2023 MY COMMISSION NUMBER: 2317317

TRUSTEE'S STATEMENT

FIRST AMERICAN TITLE INSURANCE COMPANY, A NEBRASKA CORPORATION, AS TRUSTEE UNDER THAT CERTAIN CONSTRUCTION DEED OF TRUST AND SECURITY AGREEMENT RECORDED ON MAY 24, 2019, AS INSTRUMENT NO. 2019-0034783, ORPC AND MODIFIED BY INSTRUMENT NO. 2021-0043312 AND INSTRUMENT NO. 2022-0044720, ORPC, HEREBY CONSENTS TO THE RECORDING OF THIS MAP AND THE SUBDIVISION OF THE LANDS SHOWN HEREON.

BY: Diana L. Edwards
Diana L. Edwards
NOCAL ESCROW MANAGER

NOTARY'S ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Placer

ON July 26, 2022 BEFORE ME, Christina Edwards, A NOTARY PUBLIC

PERSONALLY APPEARED Diana L. Edwards

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.

Christina Edwards
SIGNATURE Christina Edwards
PRINTED NAME

MY PRINCIPAL PLACE OF BUSINESS IS Sacramento COUNTY

MY COMMISSION EXPIRES: May 31, 2023 MY COMMISSION NUMBER: 2290674

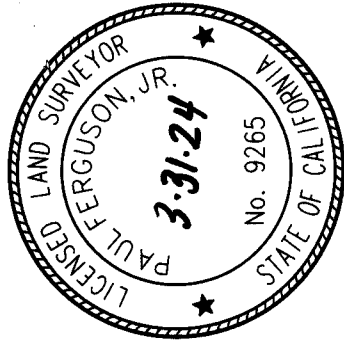
SURVEYOR'S STATEMENT

THIS MAP OF "CREEKVIEW PHASE 3 VILLAGE 5" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ANTHEM UNITED CREEKVIEW DEVELOPMENTS LIMITED PARTNERSHIP. IN JANUARY 2019, I HEREBY STATE THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2024, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

MACKAY & SOMPS CIVIL ENGINEERS, INC.

BY: Paul Ferguson
PAUL FERGUSON, JR., PLS 92865
EXPIRATION DATE: MARCH 31, 2024

DATE: 7/26/2022



CITY ENGINEER'S STATEMENT

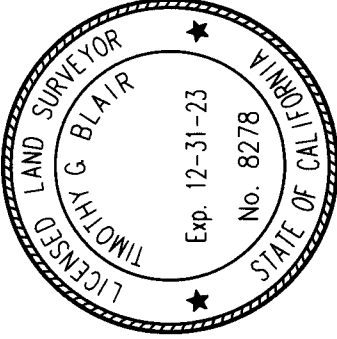
I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "CREEKVIEW PHASE 3 VILLAGE 5" AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

Marc Stout
DATE: 7/29/22
MARC STOUT, R.C.E. 69879
CITY ENGINEER, CITY OF ROSEVILLE
LICENSE EXPIRES: SEPTEMBER 30, 2022

I HEREBY STATE THAT I AM SATISFIED THIS FINAL MAP OF "CREEKVIEW PHASE 3 VILLAGE 5" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

Timothy G. Blair
DATE: 8/1/22
TIMOTHY G. BLAIR, PLS 8278
EXPIRES DECEMBER 31, 2023



CITY CLERK'S STATEMENT

I HEREBY CERTIFY THAT THE CITY COUNCIL, CITY OF ROSEVILLE, HAS APPROVED THIS FINAL MAP OF "CREEKVIEW PHASE 3 VILLAGE 5", AND HAS ACCEPTED ON BEHALF OF THE PUBLIC, THE PUBLIC UTILITY EASEMENTS OFFERED HEREON FOR DEDICATION AND HAS ACCEPTED, SUBJECT TO IMPROVEMENT, LOTS A, B, C AND D, AND THE RIGHTS-OF-WAY OFFERED HEREON FOR DEDICATION, AND HEREBY APPROVES THE ABANDONMENT OF THE EASEMENTS LISTED WITHIN NOTE 5 ON SHEET 2.

Carla Quab
CITY CLERK, CITY OF ROSEVILLE

DATE: 8/18/2022 BY: _____
ASSISTANT CITY CLERK

RECORDER'S STATEMENT

FILED THIS 30th DAY OF August, 2022, AT 0:49 A M, IN BOOK 66 OF MAPS, AT PAGE 30, IN THE OFFICE OF THE PLACER COUNTY RECORDER, AT THE REQUEST OF MACKAY & SOMPS CIVIL ENGINEERS, INC.

Ryan Ranco
DOCUMENT NO: 2022-0067557
RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

BY: Ryan Ranco
DEPUTY
FEE: \$ 107.00

FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 5

SUBDIVISION NO. PL20-0201

ALL OF LOT 5 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1188

AUGUST 2022

SHEET 1 OF 9

18431.CV/PH3.V5

NOTES

1.

ALL CURVES ARE DIMENSIONED WITH RADIUS, DELTA, ARC LENGTH, CHORD BEARING AND CHORD LENGTH. DISTANCES SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF AND ARE "GROUND" DISTANCES. DUE TO ROUNDING, THE SUM OF INDIVIDUAL DIMENSIONS MAY NOT EQUAL THE OVERALL DIMENSION.
2.

TOTAL AREA FOR THIS SUBDIVISION IS 13.376+ ACRES, CONSISTING OF 74 RESIDENTIAL LOTS, 4 LANDSCAPE LOTS.
3.

ALL FRONT LOT CORNERS WILL BE SET WITH A 1" DIAMETER BRASS DISC STAMPED "LS 9265" IN THE SIDEWALK ON THE EXTENSION OF SIDE LOT LINES 1.00 FOOT FROM THE FRONT PROPERTY LINE UNLESS OTHERWISE NOTED.
4.

ALL REAR LOT CORNERS AND ANGLE POINTS WILL BE SET WITH A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265". WHERE MONUMENTS FALL WITHIN A SOUND WALL OR CONCRETE FOOTING A 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" WILL BE SET ON THE SIDE LOT LINE ON A 4.00 FOOT OFFSET TO THE REAR LOT CORNER OR A 3/4" DIAMETER BRASS TAG STAMPED "LS 9265" WILL BE SET WITH EPOXY TO THE FACE OF WALL 2.00 FOOT ABOVE GROUND OR ON TOP OF WALL WHERE AN OFFSET MONUMENT CANNOT BE SET.
5.

PURSUANT TO GOVERNMENT CODE SECTION 66434(G), THE FOLLOWING EASEMENTS, NOT SHOWN HEREON, IS HEREBY ABANDONED:

a.

THE PORTION OF THE FORTY TWO (42) FOOT IRREVOCABLE OFFER OF DEDICATION (IOD) ROUNDHOUSE LOOP OVER LOT 5 ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION", FILED FOR RECORD ON DECEMBER 2, 2021 IN BOOK FF OF MAPS, AT PAGE 84, PLACER COUNTY RECORDS.

b.

50' PUEPE ALONG THE SOUTHERLY RIGHT-OF-WAY OF BENCHMARK DRIVE, WITHIN LOT 5 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION", FILED FOR RECORD ON DECEMBER 2, 2021 IN BOOK FF OF MAPS, AT PAGE 84, PLACER COUNTY RECORDS.

c.

45' PUEPE ALONG THE SOUTHERLY RIGHT-OF-WAY OF BENCHMARK DRIVE, WITHIN LOT 5 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION", FILED FOR RECORD ON DECEMBER 2, 2021 IN BOOK FF OF MAPS, AT PAGE 84, PLACER COUNTY RECORDS.
5.

A PRELIMINARY SOILS REPORT WAS PREPARED BY GEOCON CONSULTANTS, INC. DATED AUGUST, 2014; PROJECT NO. S9578-05-08 AND ON FILE WITH THE CITY OF ROSEVILLE DEVELOPMENT SERVICES - ENGINEERING DEPARTMENT, FILE NO. 308-885.

LEGEND:

- COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265" TO BE SET PER (1)
- 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" TO BE SET PER (2)
- 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265" TO BE SET PER (1)
- SET COPPERWELD SURVEY MONUMENT WITH CENTER PUNCH IN MONUMENT WELL STAMPED "LS 9265"
- SET 5/8" REBAR WITH PLASTIC CAP STAMPED "LS 9265"
- DIMENSION POINT
- BIKE PATH EASEMENT
- CHORD BEARING
- CHORD DISTANCE
- IRREVOCABLE OFFER OF DEDICATION
- OVERALL
- OFFICIAL RECORDS OF PLACER COUNTY
- PUBLIC UTILITY EASEMENT
- RADIAL BEARING
- SQUARE FEET
- SHEET INDEX NUMBER
- BOUNDARY
- LOT LINE
- ADJACENT PROPERTY
- RIGHT-OF-WAY
- I.O.D.
- EASEMENT
- CENTER LINE

BASIS OF BEARINGS:

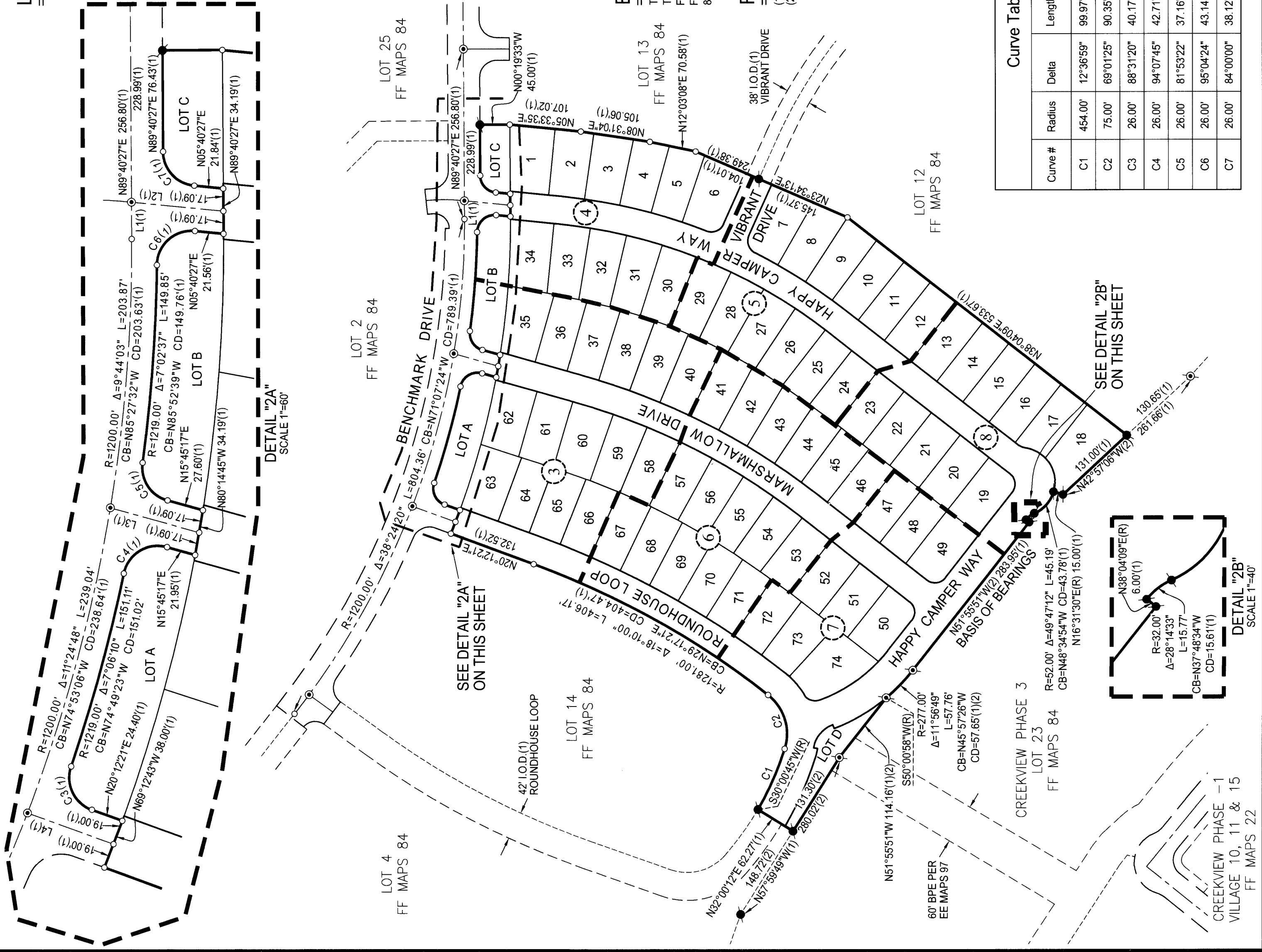
THE BASIS OF BEARINGS FOR THIS MAP IS NORTH 51°55'51" WEST ALONG THE SOUTHERLY BOUNDARY LINE OF LOT 5 AS SHOWN ON THAT CERTAIN FINAL MAP ENTITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION" FILED FOR RECORD ON DECEMBER 2, 2021 IN BOOK FF OF MAPS, AT PAGE 84, PLACER COUNTY RECORDS.

REFERENCES:

- (1) FF MAPS 84
- (2) EE MAPS 97

Line Table		
Line #	Bearing	Length
L1	N89°40'27"E	27.81'
L2	N05°40'27"E	69.38'
L3	N15°45'17"E	69.29'
L4	N20°12'21"E	68.86'

Curve Table				
Curve #	Radius	Delta	Length	Chord Bearing
C1	454.00'	12°36'59"	99.97'	N66°17'44"W
C2	75.00'	69°01'25"	90.35'	N72°53'04"E
C3	26.00'	88°31'20"	40.17'	N64°28'01"E
C4	26.00'	94°07'45"	42.71'	N31°18'36"W
C5	26.00'	81°53'22"	37.16'	N56°41'58"E
C6	26.00'	95°04'24"	43.14'	N41°51'45"W
C7	26.00'	84°00'00"	38.12'	N47°40'27"E



SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

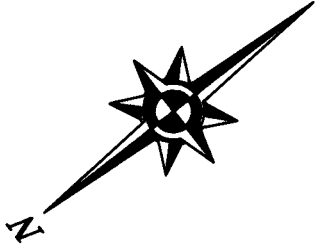


SEE SHEET 4

SEE SHEET 2

SEE SHEET 6

Curve Table				
Curve #	Radius	Delta	Length	Chord Bearing Chord Length
C1	1269.00'	0°10'50"	4.00'	N70°09'36"W 4.00'
C2	1269.00'	0°10'53"	4.02'	N79°23'00"W 4.02'
C3	1269.00'	0°10'55"	4.03'	N81°06'31"W 4.03'



FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 5

SUBDIVISION NO. PL20-0201

ALL OF LOT 5 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

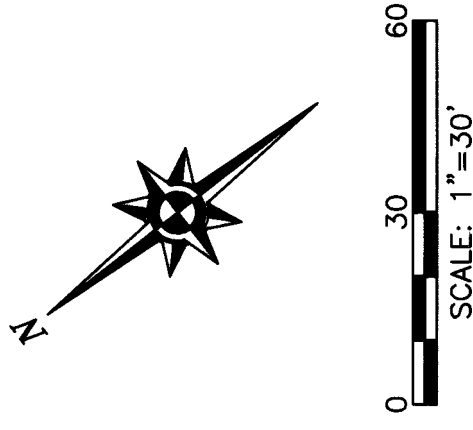
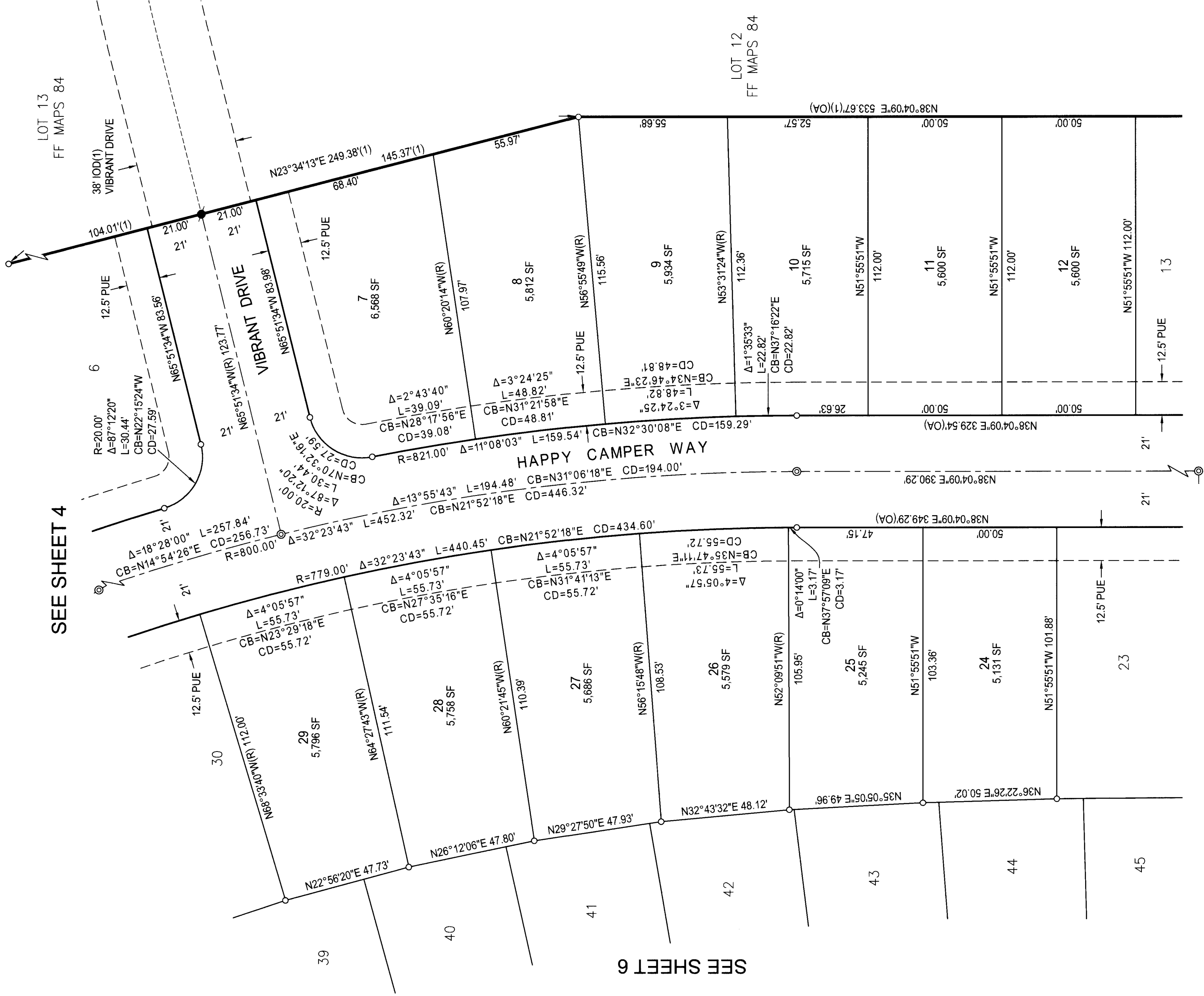
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MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

AUGUST 2022

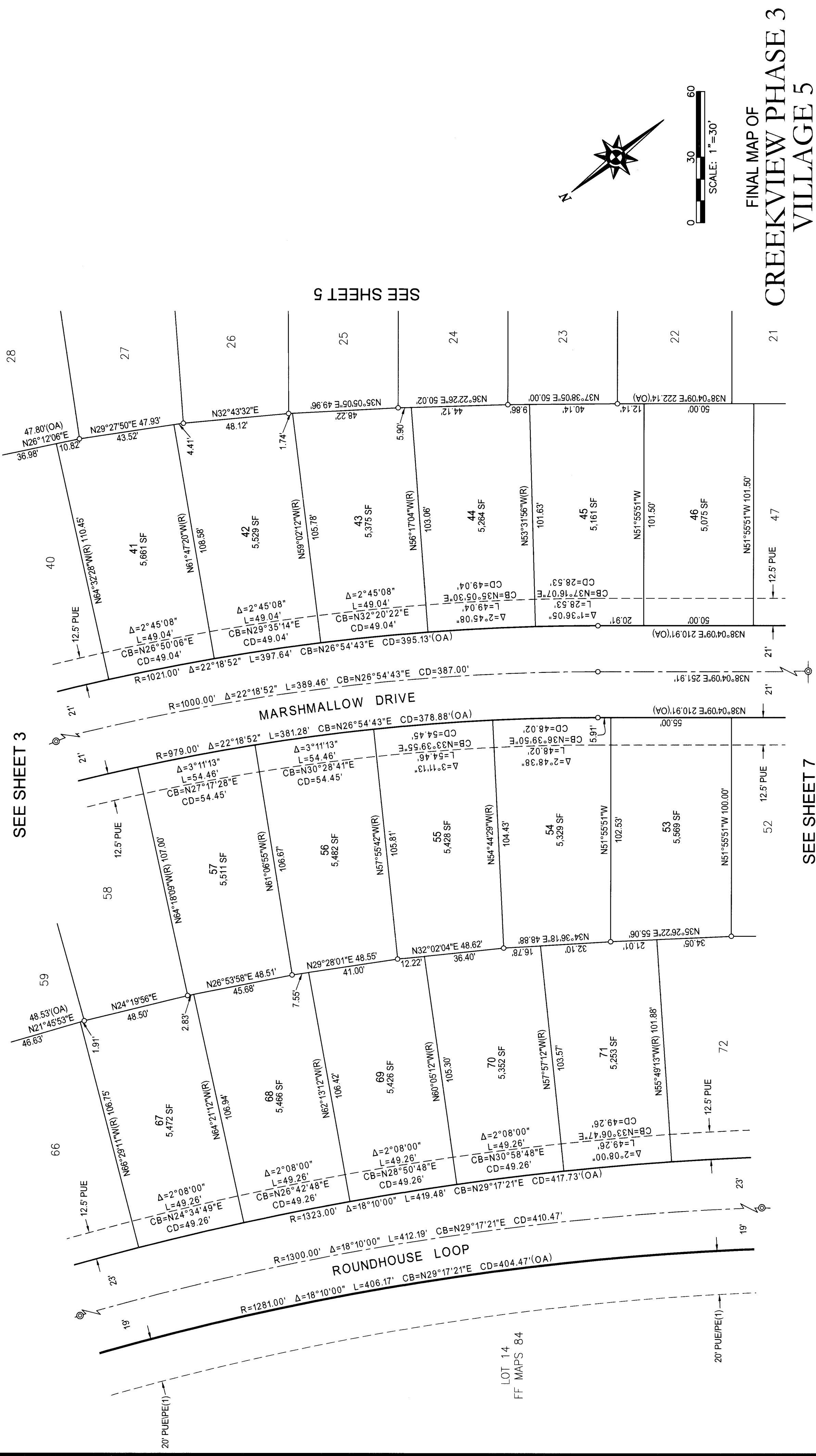
SHEET 3 OF 9

SHEET 3 OF 9



FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 5

SUBDIVISION NO. PL20-0201
ALL OF LOT 5 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN



SUBDIVISION NO. PL20-0201

ALL OF LOT 5 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-02071," FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

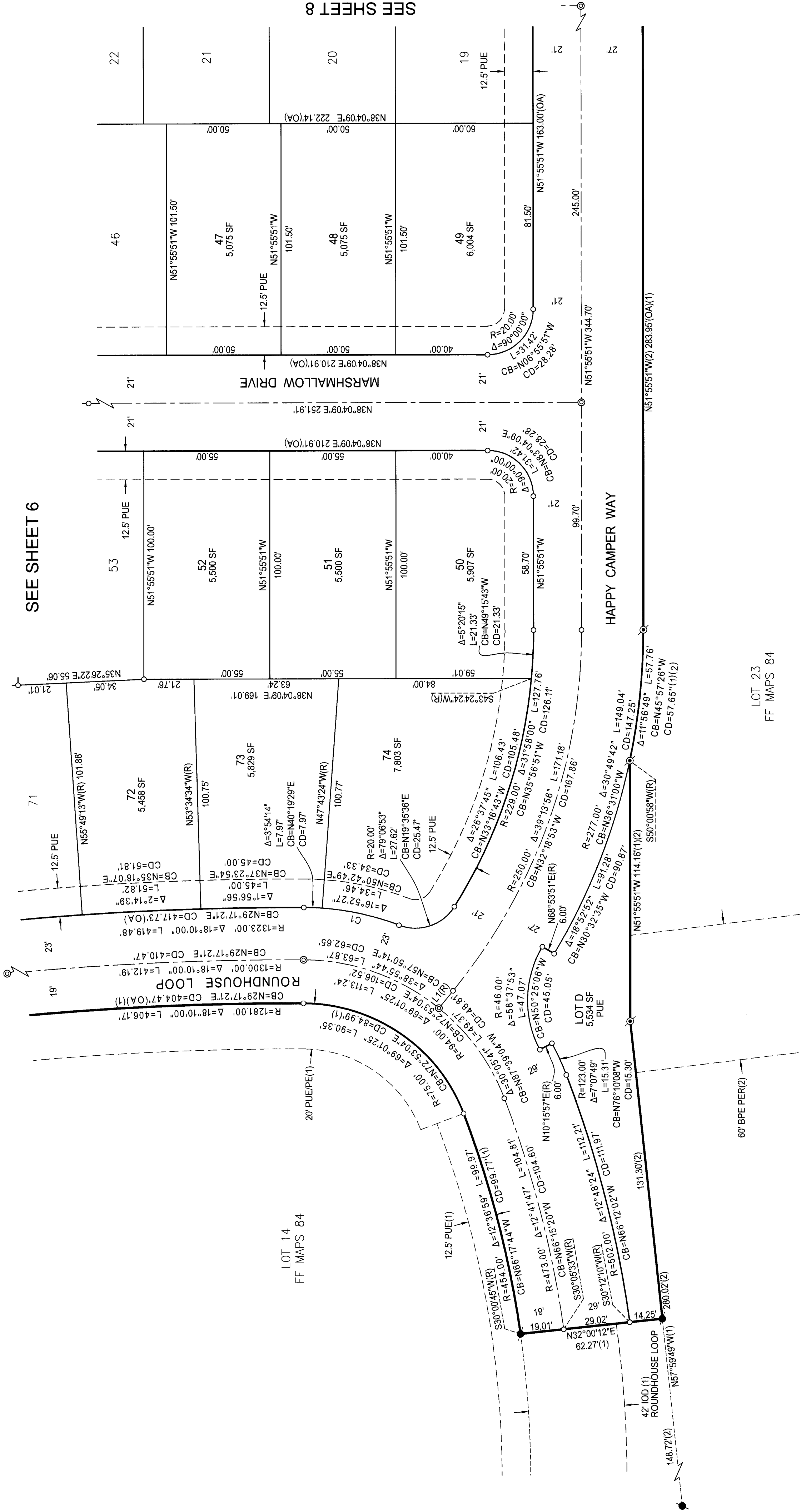
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MACKAY & SOMPS
ENGINEERS **PLANNERS** **SURVEYORS**
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

AUGUST 2022

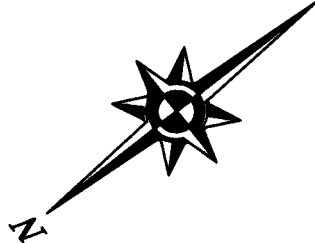
SHEET 6 OF 9
18431.CV.PH3.V5

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND



Curve Table				
Curve #	Radius	Delta	Length	Chord Bearing
C1	117.00'	20°46'41"	42.43'	N48° 45' 42"E

Line Table		
Line #	Bearing	Length
L1	N12°41'55"W	9.75'



FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 5

SUBDIVISION NO. PL20-0201

ALL OF LOT 5 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

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MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1188

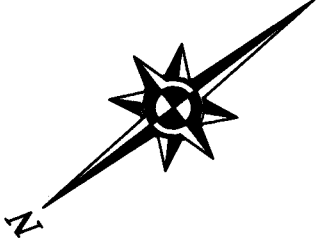
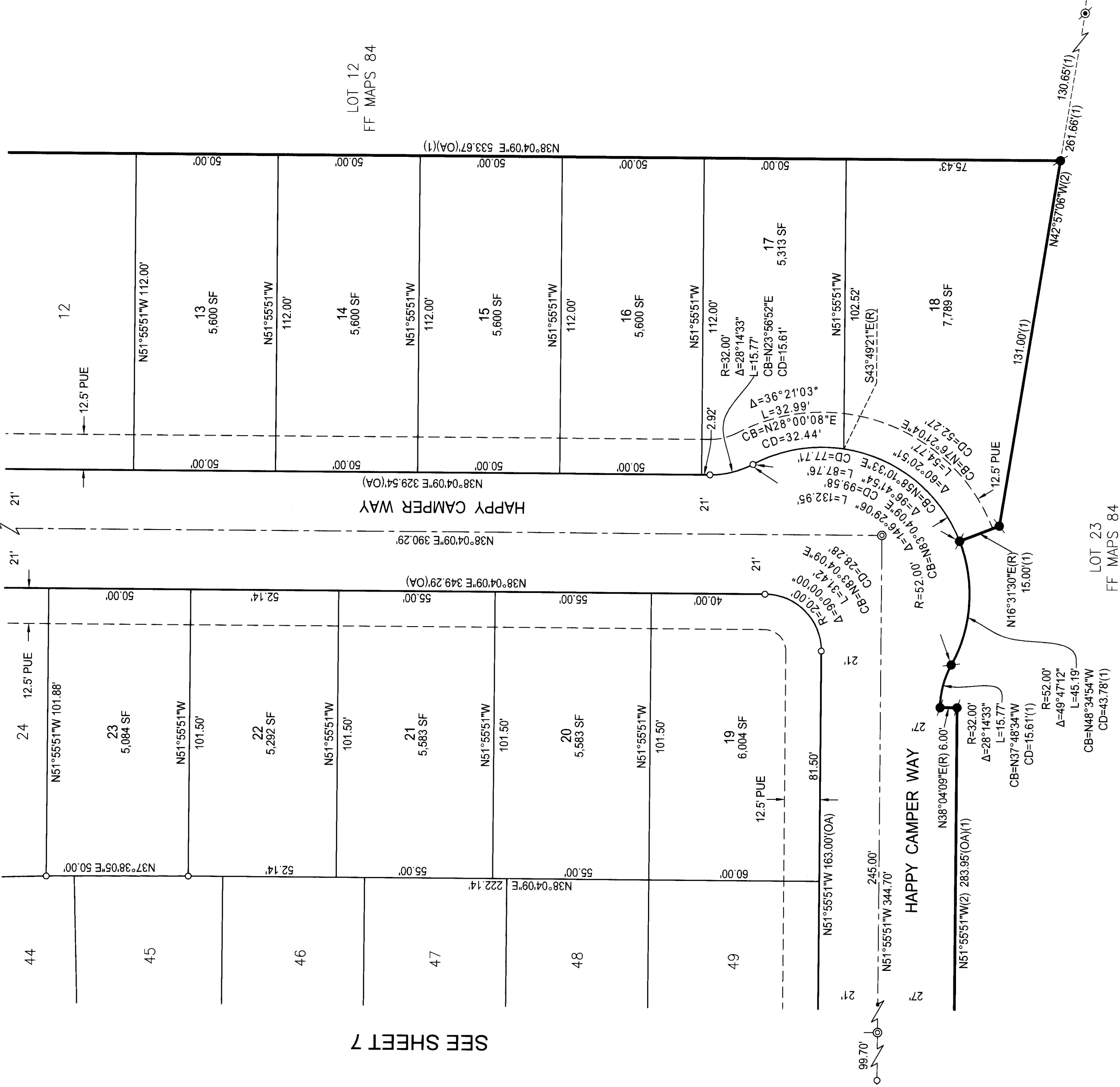
AUGUST 2022

SHEET 7 OF 9

18431.CV.PH3.V5

SEE SHEET 5

SEE SHEET 7



FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 5

SUBDIVISION NO. PL20-0201

ALL OF LOT 5 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

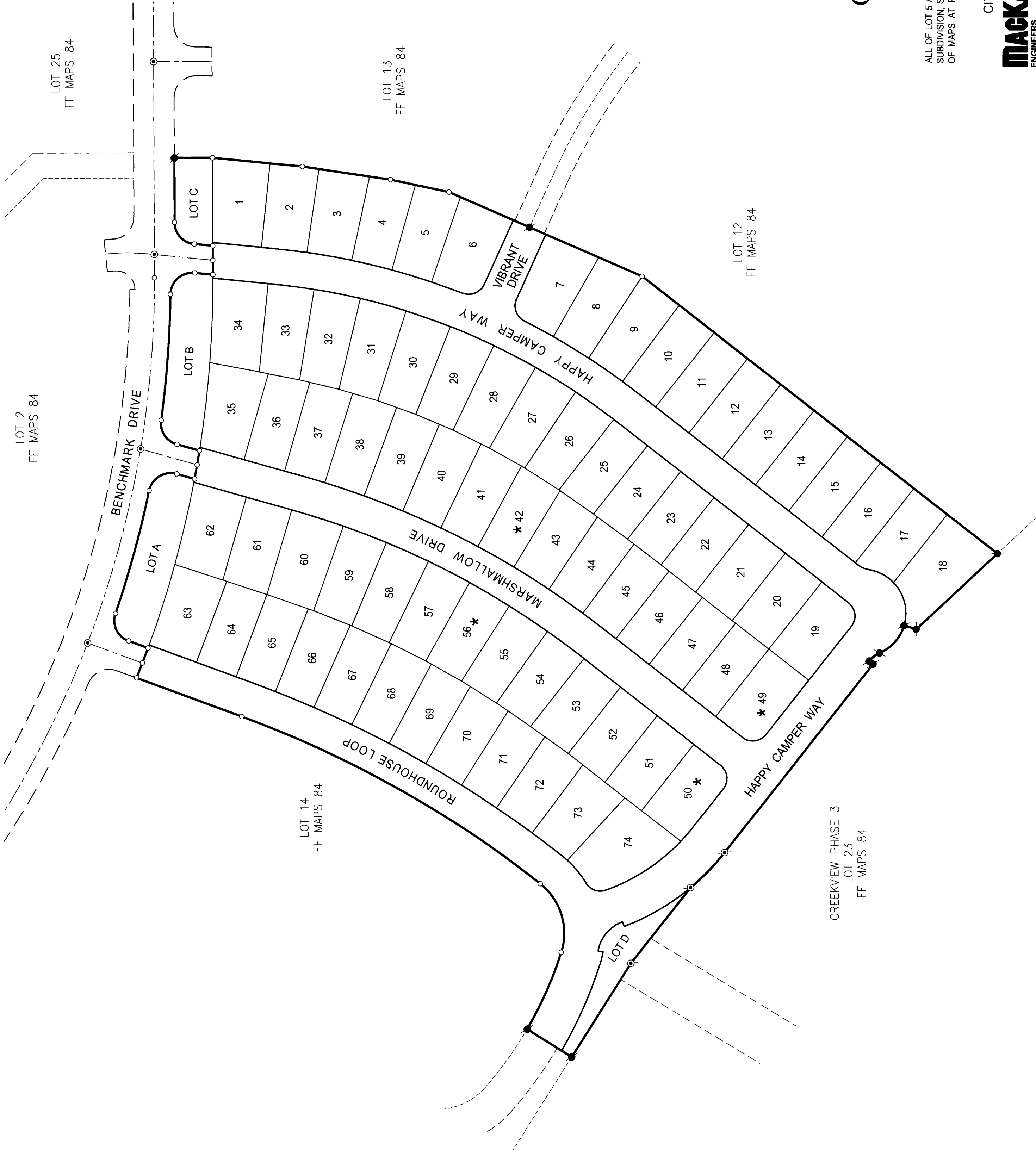
MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1188

AUGUST 2022

SEE SHEET 2 FOR NOTES, REFERENCES, BASIS OF BEARINGS AND LEGEND

SHEET 8 OF 9

18431.CV/PH3.V5



ADDITIONAL INFORMATION FOR INFORMATIONAL PURPOSES ONLY PURSUANT TO SECTION 66434.2 OF THE GOVERNMENT CODE

EACH RESIDENTIAL DWELLING CONSTRUCTED ON ANY OF THE LOTS INDICATED SHALL BE FITTED WITH A SEWER BACKFLOW PREVENTER VALVE AS APPROVED BY THE CITY OF ROSEVILLE. IT SHALL BE THE RESPONSIBILITY OF THE OWNER OF SAID DWELLING TO MAINTAIN THE VALVE AND PREVENT DAMAGE FROM OCCURRING. THERETO, THE CITY OF ROSEVILLE SHALL NOT BE RESPONSIBLE FOR THE MAINTENANCE OR PERFORMANCE OF THE VALVE, AND THE CITY OF ROSEVILLE SHALL NOT BE LIABLE FOR ANY DAMAGE OCCURRING TO ANY SUCH DWELLING OR ITS CONTENTS DUE TO FAILURE OF THE VALVE FOR ANY REASON WHATSOEVER.

LEGEND

* DENOTES SEWER BACKFLOW PREVENTER VALVE REQUIRED ON SANITARY SEWER CONNECTION BY THE CITY OF ROSEVILLE WITH THE BUILDING PERMIT AND MAINTAINED THEREAFTER BY THE OWNER.



FINAL MAP OF
CREEKVIEW PHASE 3
VILLAGE 5

SUBDIVISION NO. PL20-0201

ALL OF LOT 5 AS SHOWN ON THAT CERTAIN FINAL MAP TITLED "CREEKVIEW - PHASE 3 LARGE LOT SUBDIVISION, SUBDIVISION NO. PL20-0201", FILED FOR RECORD ON DECEMBER 2, 2021, IN BOOK FF OF MAPS AT PAGE 84, PLACER COUNTY RECORDS, WITHIN SECTION 14, TOWNSHIP 11 NORTH, RANGE 5 EAST, MOUNT DIABLO MERIDIAN

CITY OF ROSEVILLE • PLACER COUNTY • CALIFORNIA

MACKAY & SOMPS
ENGINEERS PLANNERS SURVEYORS
1025 Creekside Ridge Drive, Suite 150, Roseville, CA 95678 (916) 773-1189

AUGUST 2022

SHEET 9 OF 9

18431.CV.PH3.V5



COUNCIL COMMUNICATION

CC #: 2910
File #: 0103-40

Title: Higher Education Task Force - Dissolution
Contact: Helen Dreyer 916-774-5356 hdreyer@roseville.ca.us

Meeting Date: 9/6/2023
Item #: 7.18.

RECOMMENDATION TO COUNCIL

Staff recommends the City Council adopt a resolution dissolving the Higher Education Task Force.

BACKGROUND

On February 16, 2011, the City Council authorized the creation of the Higher Education Task Force, an 18-member task force comprised of residents, education leaders, elected officials, and business leaders tasked with developing policy recommendations that would guide the City in attracting higher education facilities and related investments to the Roseville community. The group met consistently over the course of 16 months reviewing data and materials, and seeking feedback from experts in the higher education community, high school districts, residents, and other groups with an interest in higher education.

Outcomes included unanimous City Council endorsement of the Task Force's report, a clear statement of the City's commitment to higher education, and wide community support. The Task Force directly contributed to improved communication and collaboration between the region's educational establishments and action by several institutions to expand their presence in South Placer County, including Sacramento State, Clarkson University, Hillsdale, and the Sierra College Roseville Center in Downtown Roseville.

The Task Force completed its work in 2015, but was never formally dissolved as is typical for ad-hoc committees created by the Council. Staff therefore recommends that the Council adopt a resolution formally dissolving the Higher Education Task Force.

FISCAL IMPACT

There is no cost to the General Fund resulting from the dissolution of the Higher Education Task Force.

ENVIRONMENTAL REVIEW

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

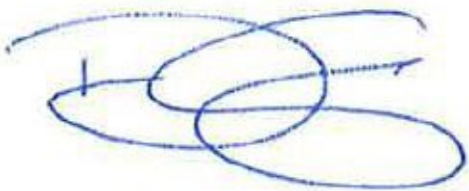
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Assistant City Clerk, Helen Dreyer

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-362

RESOLUTION NO. 23-362

DISSOLVING THE HIGHER EDUCATION TASK FORCE

WHEREAS, the Higher Education Task Force was established by the City Council on February 16, 2011; and

WHEREAS, the original purpose of the Task Force was to identify policy recommendations that would guide the City in attracting higher education facilities and related investments to the Roseville community; and

WHEREAS, on April 4, 2012, the City Council accepted the Higher Education Task Force report and directed staff to begin implementation of all recommendations; and

WHEREAS, the committee has essentially fulfilled its charge and staff recommends that the Task Force be dissolved; and

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that this Council hereby dissolves the Higher Education Task Force.

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 #: 2905
File #: 0800-03

Title: Electric Generation Turbine Controls Maintenance and Support Services - Support Services Program Agreement
Contact: Matt Garner 916-746-1691 mgarner@roseville.ca.us

Meeting Date: 9/6/2023
Item #: 7.19.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the Electric Utility Director and City Attorney to execute a Confirmation under the Support Services Program Agreement (SSPA) with the Northern California Power Agency (NCPA) to participate in the Siemens Energy T3000 Distributed Control System (DCS) Service Agreement.

BACKGROUND

On October 5, 2016, the City Council adopted Resolution 16-428 which authorized the City Manager to execute the SSPA with NCPA, and appointed the Electric Utility Director and the City Attorney as designated representatives of the SSPA with authority to authorize Confirmations. City Council approval is needed in this instance since the recommended Confirmation exceeds the City Council delegated spending limit of \$74,999 under the SSPA.

The Roseville Energy Park (REP) utilizes a Siemens Energy T3000 DCS to control the operations of all three Siemens turbines and generators. The necessary maintenance and testing can only be performed by technicians professionally trained to maintain those systems. Roseville Electric does not currently staff for this maintenance work and contracts with Siemens Energy for these services.

NCPA and the City of Redding also have power plants with a Siemens T3000 DCS. As a result, NCPA has negotiated a five-year agreement with a group rate and a multi-year discount for control system support services for its members. Additional services provided under this agreement will include performing system security audits and upgrades to ensure the control system meets the required cyber security standards.

FISCAL IMPACT

The total cost of the services will not exceed \$1,196,537.12 over five years. Costs for the first year of the agreement will not exceed \$239,307.42 and funding is included in the FY2023-24

Electric Fund budget. Future annual costs are not to exceed \$239,307.42 per year, with funding contingent on approval of the respective Electric Department budgets.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) does not apply to activities that will not result in a direct or reasonably foreseeable indirect physical change in the environment, or is otherwise not considered a project as defined by CEQA Statute §21065 and CEQA State Guidelines §15060(c)(3) and §15378. Adoption of a resolution authorizing execution of the Support Services Program Agreement meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

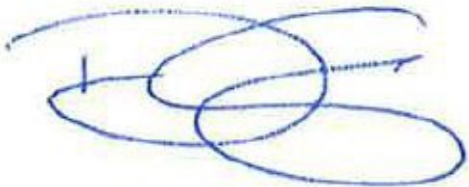
Goal E - Deliver exceptional city services

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

Resolution 23-358

RESOLUTION NO. 23-358

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

WHEREAS, on May 5, 2021, Council adopted Resolution No. 21-194 which authorized the City Manager to execute the Support Services Program Agreement (SSPA) with the Northern California Power Agency (NCPA), and appointed the Electric Utility Director and the City Attorney as designated representatives of the SSPA with authority to execute confirmations of \$74,999 or less; and

WHEREAS, City Council approval is required for any Confirmation under the NCPA Support Services Program Agreement over \$74,999; and

WHEREAS, the Roseville Energy Park utilizes a Siemen's Energy T3000 Distributed Control System to control the operations of all three Siemens turbines and generators and the necessary maintenance and testing can only be performed by technicians professionally trained to maintain those systems; and

WHEREAS, Confirmation No. 0307 under the NCPA Support Services Program Agreement with Siemens Energy, Inc. in the amount of \$1,196,537.12, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that Confirmation No. 0307 under the NCPA Support Services Program Agreement is hereby approved and the Electric Utility Director and City Attorney are hereby 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



COUNCIL COMMUNICATION

CC #: 2900
File #: 0800-03

Title: 2022 Power Source Disclosure Reports and 2022 Power Content Labels
Contact: David Siao 916-746-1613 dsiao@roseville.ca.us

Meeting Date: 9/6/2023
Item #: 7.20.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution to approve the 2022 Power Source Disclosure Reports and 2022 Power Content Labels.

BACKGROUND

Senate Bill (SB) 1305, approved in 1997, directs all California retail suppliers of electricity to disclose to consumers the sources of energy used to provide the electric service in an accurate, reliable and simple to understand manner. The SB 1305 Report is referred to as the Power Source Disclosure (PSD) Report. The data contained in the PSD Reports are subsequently used to prepare the annual Power Content Labels (PCLs), which are mailed to the electric utility's customers and posted on Roseville Electric's website.

The regulations require a publicly owned electric utility's governing boards to attest to the veracity of the annual PSD Report and PCLs. This action approves the 2022 PSD Report and PCL reports, serving as the attestation to the veracity of these submissions. This attestation is required by October 1st of each year.

FISCAL IMPACT

There is no fiscal impact associated with the approval of the 2022 Power Source Disclosure Reports and 2022 Power Content Labels.

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 2022 PSD Reports and PCLs meet the above criteria and are not subject to CEQA. No additional environmental review is required.

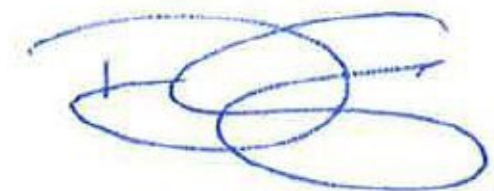
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C- Maintain a safe and healthy community.

Respectfully Submitted,

David Siao, Electric Resources Planner

Dan Beans, Electric Utility Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-355

2022 PSD Annual Report - Roseville Electric

2022 PSD Annual Report - Roseville Community Solar

2022 Power Content Label - Roseville

RESOLUTION NO. 23-355

APPROVING THE 2022 ANNUAL POWER SOURCE DISCLOSURE REPORTS AND THE
2022 POWER CONTENT LABELS, AND ATTESTING TO THE VERACITY
OF THE ANNUAL REPORTS

WHEREAS, Senate Bill 1305 (SB 1305), adopted in 1997, directs all California retail suppliers of electricity to disclose to consumers the sources of energy used to provide the electric service in an accurate, reliable and simple to understand manner; and

WHEREAS, the SB 1305 report is referred to as the Power Source Disclosure (PSD) Report and the data contained in the PSD reports are used to prepare the annual Power Content Labels (PCLs); and

WHEREAS, the regulation requires publicly owned electric utilities, like Roseville, to have City Council attest to the veracity of the PSD Report and PCLs; and

WHEREAS, Roseville Electric Utility staff has prepared the 2022 Annual Power Source Disclosure Reports in accordance with the Power Content Label Program requirements and deadlines.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Roseville that the 2022 Annual Power Source Disclosure Reports and 2022 Power Content Labels are hereby approved.

BE IT FURTHER RESOLVED that this resolution hereby provides attestation of the veracity of the annual reports submitted by staff.

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call.

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

2022 POWER SOURCE DISCLOSURE ANNUAL REPORT

For the Year Ending December 31, 2022

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
ELECTRICITY PORTFOLIO NAME	
CONTACT INFORMATION	
NAME	David Siao
TITLE	Electric Resources Planner
MAILING ADDRESS	2090 Hilltop Circle
CITY, STATE, ZIP	Roseville, CA 95747
PHONE	916-746-1613
EMAIL	dsiao@roseville.ca.us
WEBSITE URL FOR PCL POSTING	https://www.roseville.ca.us/government/departments/electric_utility/about_us/reports_publications/power_content_label

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov. Remember to complete the Retail Supplier Name, Electricity Portfolio Name, and contact information above, and submit separate reports and attestations for each additional portfolio if multiple were offered in the previous year.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at <https://www.energy.ca.gov/about/divisions-and-offices/chief-counsels-office>.

If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 639-0573.

INTRODUCTION

Retail suppliers are required to submit separate Annual Reports for each electricity portfolio offered to California retail consumers in the previous calendar year. Enter the Retail Supplier Name and Electricity Portfolio Name at the top of Schedule 1, Schedule 2, Schedule 3, and the Attestation.

A complete Annual Report includes the following tabs:

PSD Intro
Instructions
Schedule 1 - Procurements and Retail Sales
Schedule 2 - Retired Unbundled Renewable Energy Credits (RECs)
Schedule 3 - Annual Power Content Label Data
GHG Emissions Factors
Asset-Controlling Supplier (ACS) Procurement Calculator
PSD Attestation

INSTRUCTIONS

Schedule 1: Procurements and Retail Sales

Retail suppliers of electricity must complete this schedule by entering information about all power procurements and generation that served the identified electricity portfolio covered in this filing in the prior year. The schedule is divided into sections: directly delivered renewables, firmed-and-shaped imports, specified non-renewables, and procurements from ACSs. Insert additional rows as needed to report all procurements or generation serving the subject product. Provide the annual retail sales for the subject product in the appropriate space. At the bottom of Schedule 1, provide the retail suppliers' other electricity end-uses that are not retail sales, such as transmission and distribution losses. Retail suppliers shall submit a purchase agreement or ownership arrangement documentation substantiating that any eligible firmed-and-shaped product for which it is claiming an exclusion was executed prior to January 1, 2019. **Any retail supplier that offered multiple electricity portfolios in the prior year must submit separate Annual Reports for each portfolio offered.**

Specified Purchases: A Specified Purchase refers to a transaction in which electricity is traceable to specific generating facilities by any auditable contract trail or equivalent, such as a tradable commodity system, that provides commercial verification that the electricity claimed has been sold once and only once to retail consumers. Do not enter data in the grey fields. For specified purchases, include enter following information for each line item:

Facility Name - Provide the name used to identify the facility.

Fuel Type - Provide the resource type (solar, natural gas, etc.) that this facility uses to generate electricity.

Location - Provide the state or province in which the facility is located.

Identification Numbers - Provide all applicable identification numbers from the Western Renewable Energy Generation Information System (WREGIS), the Energy Information Agency (EIA), and the California Renewables Portfolio Standard (RPS).

Gross Megawatt Hours Procured - Provide the quantity of electricity procured in MWh from the generating facility.

Megawatt Hours Resold - Provide the quantity of electricity resold at wholesale.

Unspecified Power: Unspecified Power refers to electricity that is not traceable to specific generation sources by any auditable contract trail or equivalent, or to power purchases from a transaction that expressly transferred energy only and not the RECs associated from a facility. **Do not enter procurements of unspecified power.** The schedule will calculate unspecified power procurements automatically.

Schedule 2: Retired Unbundled RECs

Complete this schedule by entering information about unbundled REC retirements in the previous calendar year.

Schedule 3: Annual Power Content Label Data

This schedule is provided as an automated worksheet that uses the information from Schedule 1 to calculate the power content and GHG emissions intensity for each electricity portfolio. The percentages calculated on this worksheet should be used for your Power Content Label.

ACS Resource Mix Calculator

Retail suppliers may report specified purchases from ACS system power if the ACS provided its fuel mix of its specified system mix to the Energy Commission. Use the calculator to determine the resource-specific procurement quantities, and transfer them to Schedule 1.

GHG Emissions Factors

This tab will be displayed for informational purposes only; it will not be used by reporting entities, since the emissions factors below auto-populate in the relevant fields on Schedules 1 & 3.

Attestation

This template provides the attestation that must be submitted with the Annual Report to the Energy Commission, stating that the information contained in the applicable schedules is correct and that the power has been sold once and only once to retail consumers. This attestation must be included in the package that is transmitted to the Energy Commission. Please provide the complete Annual Report in Excel format and the complete Annual Report with signed attestation in PDF format as well.

2022 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 1: PROCUREMENTS AND RETAIL SALES
For the Year Ending December 31, 2022
City of Roseville
Roseville

Instructions: Enter information about power procurements underlying this electricity portfolio for which your company is filing the Annual Report. Insert additional rows as needed. All fields in white should be filled out. **Fields in grey auto-populate as needed and should not be filled out.** For EIA IDs for unspecified power or specified system mixes from asset-controlling suppliers, enter "Unspecified Power", "BPA", or "Tacoma Power" as applicable. For specified procurements of ACS power, use the ACS Procurement Calculator to calculate the resource breakdown comprising the ACS system mix. **Procurements of unspecified power must not be entered as line items below; unspecified power will be calculated automatically in cell N9.** Unbundled RECs must not be entered on Schedule 1; these products must be entered on Schedule 2. At the bottom portion of the schedule, provide the other electricity end-uses that are not retail sales including, but not limited to transmission and distribution losses or municipal street lighting. Amounts should be in megawatt-hours.

Retail Sales (MWh)	1,099,878
Net Specified Procurement (MWh)	1,440,795
Unspecified Power (MWh)	-
Procurement to be adjusted	340,916
Net Specified Natural Gas	608,303
Net Specified Coal & Other Fossil Fuels	-
Net Specified Nuclear, Large Hydro, Renewables, and ACS Power	832,492
GHG Emissions (excludes grandfathered emissions)	137,262
GHG Emissions Intensity (in MT CO ₂ e/MWh)	0.1248

DIRECTLY DELIVERED RENEWABLES													
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A
Beardsley - Beardsley	Wind	CA	W787	60072		414	96		96	96	-	-	
Blackwell	Solar	CA	W4587	61892		58711	317		317	317	-	-	
Cape Scott Wind - Cape Scott Wind	Wind	BC	W3959	60600		P149	24,830		24,830	24,830	-	-	
Dokie Wind - Dokie Wind	Wind	BC	W1992	61360		P150	21,243		21,243	21,243	-	-	
Geothermal 1 Unit 1 - Geothermal 1	Geothermal	CA	W1254	60908		7368	24,464		24,464	24,464	0.0471	1,152	
Geothermal 1 Unit 1 & 2 Onsite Load - Geothermal 1 - OSL	Geothermal	CA	W4883	60908		7368	419		419	419	0.0471	20	
Geothermal 1 Unit 2 - Geothermal 1	Geothermal	CA	W1255	60908		7368	29,356		29,356	29,356	0.0471	1,383	
Geothermal 2 Unit 3 - Geothermal 2	Geothermal	CA	W1256	60910		7369	1		1	1	0.0921	0	
Geothermal 2 Unit 4 - Geothermal 2	Geothermal	CA	W1257	60911		7369	53,085		53,085	53,085	0.0921	4,887	
Geothermal Solar Unit 1 - Geo. Solar 1 Clearlake	Solar	CA	W1509	62040		P217	120		120	120	-	-	
Geothermal Solar Unit 2 - Geo. Solar 2 Middletown	Solar	CA	W2792	62041		P218	87		87	87	-	-	
Juniper Canyon - Juniper Canyon	Wind	WA	W1690	61202		57320	11,471		11,471	11,471	-	-	
Kelly Ridge Powerhouse - Kelly Ridge PowerHouse	Eligible hydro	CA	W761	60266		418	8,658		8,658	8,658	-	-	
Klondike III - Klondike Wind Power III LLC	Wind	OR	W237	60602		56468	599		599	599	-	-	
Klondike IIIa - Klondike Wind Power IIIa	Wind	OR	W817	60694		56468	45,398		45,398	45,398	-	-	
Leaning Juniper II - Leaning Juniper II	Wind	OR	W1689	61200		57333	97,532		97,532	97,532	-	-	
Lewiston Powerplant - Lewiston	Eligible hydro	CA	W1108	61044		977	141		141	141	-	-	
Lost Hills	Solar	CA	W4586	61893		58711	558		558	558	-	-	
Nimbus Powerplant - Nimbus Plant (2)	Eligible hydro	CA	W1161	61045		444	2,751		2,751	2,751	-	-	
Quality Wind - Quality Wind	Wind	BC	W3160	62247		P154	28,927		28,927	28,927	-	-	
Sly Creek Powerhouse - Sly Creek Powerhouse	Eligible hydro	CA	W701	60267		776	3,177		3,177	3,177	-	-	
Spicer_1 Units - Spicer Meadow Project	Eligible hydro	CA	W1260	61580		54554	1,139		1,139	1,139	-	-	
Stampede Powerplant - Stampede (2)	Eligible hydro	CA	W1177	61046		7066	248		248	248	-	-	
Tulloch - Tulloch	Eligible hydro	CA	W788	60071		416	3,216		3,216	3,216	-	-	

FIRMED-AND-SHAPED IMPORTS													
Facility Name	Fuel Type	State or Province	WREGIS ID	RPS ID	EIA ID of REC Source	EIA ID of Substitute Power	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	Eligible for Grandfathered Emissions?
Klondike III - Klondike Wind Power III LLC	Wind	OR	W237	60602	56468	56468	1,077		1,077	1,077	-	-	
Klondike IIIa - Klondike Wind Power IIIa	Wind	OR	W817	60694	56468	56468	8,285		8,285	8,285	-	-	
Leaning Juniper II - Leaning Juniper II	Wind	OR	W1689	61200	57333	56359	1,762		1,762	1,762	-	-	
Juniper Canyon - Juniper Canyon	Wind	WA	W1690	61202	57320	57320	4,216		4,216	4,216	-	-	
Juniper Canyon - Juniper Canyon	Wind	WA	W1690	61202	57320	57333	1		1	1	-	-	
Klondike III - Klondike Wind Power III LLC	Wind	OR	W237	60602	56468	57320	1,508		1,508	1,508	-	-	
Klondike III - Klondike Wind Power III LLC	Wind	OR	W237	60602	56468	56468	2,884		2,884	2,884	-	-	
Klondike III - Klondike Wind Power III LLC	Wind	OR	W237	60602	56468	57333	7,499		7,499	7,499	-	-	
Leaning Juniper II - Leaning Juniper II	Wind	OR	W1689	61200	57333	56468	7,590		7,590	7,590	-	-	
Leaning Juniper II - Leaning Juniper II	Wind	OR	W1689	61200	57333	57333	13,712		13,712	13,712	-	-	
Leaning Juniper II - Leaning Juniper II	Wind	OR	W1689	61200	57333	Unspecified	6,466		6,466	6,466	0.4280	2,767	

SPECIFIED NON-RENEWABLE PROCUREMENTS													
Facility Name	Fuel Type	State or Province	N/A	N/A	N/A	EIA ID	Gross MWh Procured	MWh Resold	Net MWh Procured	Adjusted Net MWh Procured	GHG Emissions Factor (in MT CO ₂ e/MWh)	GHG Emissions (in MT CO ₂ e)	N/A
Folsom Powerplant	Large hydro	CA				441	6,781		6,781	6,781	-	-	
Gianelli Powerplant - Gianelli (2)	Large hydro	CA				448	945		945	945	-	-	
Gianelli Powerplant - Gianelli (6)	Large hydro	CA				448	20		20	20	-	-	
J.F. Carr Powerplant - J.F. Carr Unit 1	Large hydro	CA				442	1,405		1,405	1,405	-	-	
J.F. Carr Powerplant - J.F. Carr Unit 2	Large hydro	CA				442	870		870	870	-	-	

Total Retired Unbundled RECs	35,000
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2022 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 3: POWER CONTENT LABEL DATA
For the Year Ending December 31, 2022
City of Roseville
Roseville

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
Renewable Procurements	412,833	37.5%
Biomass & Biowaste	-	0.0%
Geothermal	107,325	9.8%
Eligible Hydroelectric	19,330	1.8%
Solar	1,082	0.1%
Wind	285,096	25.9%
Coal	-	0.0%
Large Hydroelectric	381,467	34.7%
Natural gas	267,386	24.3%
Nuclear	25,298	2.3%
Other	1,603	0.1%
Unspecified Power	11,291	1.0%
Total	1,099,878	100.0%

Total Retail Sales (MWh)	1,099,878
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GHG Emissions Intensity (converted to lbs CO₂e/MWh)	275
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Percentage of Retail Sales Covered by Retired Unbundled RECs	3.2%
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INDEX OF GENERATOR-SPECIFIC GHG EMISSIONS FACTORS

Instructions: This tab is for informational purposes only; it will not be used by reporting entities, since the emissions factors below auto-populate in the relevant fields on Schedules 1 & 3.

Facility Name	EIA ID or Proxy ID	GHG Emissions Factor (in MT CO ₂ e/MWh)
Bonneville Power Administration (Asset-Controlling Supplier)	BPA	0.0160
Tacoma Power (Asset-Controlling Supplier)	Tacoma Power	0.0203
Unspecified Power	Unspecified Power	0.4280
AES Alamos, LLC	315	0.4256
AES Huntington Beach, LLC	335	0.3698
AES Redondo Beach LLC	356	0.8113
Air Products Wilmington Hydrogen Plant	55557	4.2266
Algonquin Power Sanger, LLC	57564	0.3745
Los Angeles Refinery (LAR)	50216	0.8337
Los Angeles Refinery (LAR)	50530	0.8337
Calciner	10601	1.1010
Badger Creek Limited	10650	0.4960
Bear Mountain Limited	10649	0.4762
Blythe Energy	55295	0.4178
Braun Medical Inc	50200	0.4714
California State University, Channel Islands	50851	1.1934
CP Kelco San Diego	52147	0.5651
CalEnergy Operating Corporation - J J Elmore - Geothermal	10634	0.0253
CalEnergy Operating Corporation - J M Leathers - Geothermal	10631	0.0801
CalEnergy Operating Corporation - Region 1 - Geothermal	10878	0.0803
CalEnergy Operating Corporation - Region 1 - Geothermal	10879	0.0803
CalEnergy Operating Corporation - Region 1 - Geothermal	10759	0.0803

CalEnergy Operating Corporation - Region 1 - Geothermal	54996	0.0803
CalEnergy Operating Corporation - Region 1 - Geothermal	55983	0.0803
CalEnergy Operating Corporation - Region 2 - Geothermal	55984	0.0765
CalEnergy Operating Corporation - Region 2 - Geothermal	10632	0.0765
CalEnergy Operating Corporation - Region 2 - Geothermal	50210	0.0765
Midway Peaking, LLC	56639	0.6243
CalPeak Power - Enterprise	55513	0.5715
California Institute of Technology (CalTech)	10262	0.2590
California Power Holdings, LLC-Chowchilla Facility, 95360	56185	0.5379
California Power Holdings, LLC-Red Bluff Facility, 96080	56184	0.5279
California State University, San Diego	50061	0.4276
California State University, San Jose	10548	0.5671
Calpine - CCFC Sutter Energy, LLC	55112	0.3875
Calpine - Delta Energy Center, LLC	55333	0.3881
Calpine - Aidlin Geothermal Power Plant	52158	0.0366
Calpine - Geysers Unit 5-20	286	0.0366
Calpine - Sonoma California Geothermal	510	0.0366
Calpine - Calistoga Power Plant	50066	0.0366
Calpine - Gilroy Cogen, L.P., Gilroy Cogen_Peaker	55810	0.5401
Calpine - Gilroy Cogen, L.P., Gilroy Cogen_Peaker	10034	0.5401
ProEnergy - Greenleaf Energy Unit 2, LLC	10349	0.4224
Calpine - King City Cogen, LLC, King City Cogen_Peaker	10294	0.4866
Calpine - King City Cogen, LLC, King City Cogen_Peaker	55811	0.4866
Calpine - Los Esteros Critical Energy Facility, LLC	55748	0.4494
Calpine - Los Medanos Energy Center, LLC	55217	0.3508
Calpine - Metcalf Energy Center, LLC	55393	0.3926
Calpine - Otay Mesa Energy Center	55345	0.3837
Calpine - Pastoria Energy Facility L.L.C.	55656	0.3759
Carson Hybrid Energy Storage LLC	10169	0.4949
Central Contra Costa Sanitary District	57573	1.2818

Chevron Products Company - El Segundo Refinery, 90245	10213	2.5664
Chevron Products Company - Richmond Refinery, 94802	52109	1.5364
Los Angeles International Airport (LAX)	58258	0.2690
Phillips 66 Company - San Francisco Refinery	50119	0.7057
Phillips 66 Company - San Francisco Carbon Plant	50388	1.5929
Phillips 66 Company - Los Angeles Refinery - Wilmington Plant	54451	1.5476
Phillips 66 Company - Santa Maria Refinery	56284	149.1567
Coso Energy Developers (BLM E&W) - Geothermal	10875	0.3988
Coso Finance Partners (Navy I) - Geothermal	10873	0.1546
Coso Power Developers (Navy II) - Geothermal	10874	0.3808
Covanta - Stanislaus, Inc	50632	1.8844
Crockett Cogeneration Project, LP	55084	0.3333
Grade 6 Oil, LLC	54410	0.6806
Double C Limited	50493	0.5481
Moss Land Power Plant	260	0.3737
E.F. Oxnard LLC	10776	0.5729
City of Colton - Generation	55951	0.6090
Torrance Refinery	50624	7.0640
Frito Lay - Kern Plant	10110	1.0093
Hanford Energy Park Peaker	55698	0.5626
Henrietta Peaker Plant	55807	0.5434
Goal Line LP, 92025	54749	0.4367
Grayson Power Plant	377	0.7678
High Desert Power Project, LLC	55518	0.4042
High Sierra Limited	50495	0.5563
Imperial Irrigation District (IID), El Centro Generating Station	389	0.4654
Imperial Irrigation District (IID), Niland Gas Turbine Plant	56569	0.5325
New-Indy Oxnard LLC	57585	0.3063
KES Kingsburg L.P.--Kingsburg Cogeneration Facility	10405	0.5373
Kern Front Limited	50494	0.5311
Kern Oil Refinery	58100	4.3182
Kern River Cogeneration Facility	10496	0.3191

Kyocera International Inc.	10720	0.6514
La Paloma Generating Plant - GHG	55151	0.4156
Bridge Energy, LLC	56090	1.0528
Live Oak Limited	54768	0.4930
Lockheed Martin Corporation - Sunnyvale	57808	4.0700
Loma Linda University	10206	0.3856
Los Angeles Department of Water & Power- Harbor Generating Station (LADWP)	399	0.5382
Los Angeles Department of Water & Power- Haynes Generating Station (LADWP)	400	0.4047
Los Angeles Department of Water & Power- Scattergood Generating Station (LADWP)	404	0.3991
Los Angeles Department of Water & Power- Valley Generating Station (LADWP)	408	0.3841
Luz Solar Partners LTD VIII & IX	10444	0.0029
Luz Solar Partners LTD VIII & IX	10446	0.0029
MAGTFTC MCAGCC Twentynine Palms	58914	0.2615
MM Tajiguas Energy LLC	55603	1.1072
Malaga Power, LLC	56239	0.5537
Malburg Generating Station	56041	0.4344
Marathon Bay Area Cogen	10342	0.3174
McKittrick Limited	50612	0.4116
Midway-Sunset Cogeneration	52169	0.2292
Bonanza Power Plant	7790	0.9540
Centennial Hardin (MT)	55749	1.2989
Craig	6021	1.0185
Gunlock	7069	0.0000
Paris	830	0.0000
Sand Cove	3636	0.0000
Veyo	3635	0.0000
Viva Naughton	7050	0.0000
McClure	151	1.2102
Shaffer	59396	0.0000
Findlay Wind Farm	60015	0.0000
Cape Cod Air Force Station - 6 SWS	58661	0.0000
Little Bay	60495	0.0000
Washington White Post Solar LLC	58135	0.0000
Bluegrass Ridge	56555	0.0000
Heartland Community College	59776	0.0000
Normanskill Hydro Project	50123	0.0000

Echo Wind Park	58121	0.0000
Cummins, Inc	60453	0.0000
Ball Mountain Hydro	59040	0.0000
Gunsight Mountain Wind Energy LLC	56776	0.0000
Bridgewater	2719	0.0000
Richland Solar Center	59874	0.0000
Lewiston	977	0.0000
Graeagle	3247	0.0000
Difwind Farms Ltd V	54685	0.0000
Terra-Gen 251 Wind LLC	52161	0.0000
Mojave 5	52144	0.0000
Windpark Unlimited 1	10027	0.0000
Windpark Unlimited 2	60321	0.0000
Desert Wind Farm, LLC	59968	0.0000
Lost Hills Solar LLC	58712	0.0000
Cottage Street Solar Facility	58568	0.0000
Duke Building 98	59433	0.0000
Stone Drop	499	0.0000
Hamilton Branch	242	0.0000
Lime Saddle	255	0.0000
Foote Creek II	55608	0.0000
Foote Creek III	55609	0.0000
Difwind Farms Ltd I	54681	0.0000
Difwind Farms Ltd II	54682	0.0000
Altech III	50485	0.0000
Hell Hole Powerhouse	763	0.0000
Dillard 4 LLC	57806	0.0000
Rancho Seco Solar	529	0.0000
John H Kerr	3833	0.0000
Crane Valley Powerhouse	230	0.0000
Victory Garden Phase IV LLC	52160	0.0000
MEBA	60496	0.0000
Gopher Creek Wind Farm	61417	0.0000
Borel	328	0.0000
Solar Photovoltaic Project #44	57540	0.0000
Sullivan County - Adult Care Solar	60817	0.0000
CNE at Cambridge MD	59842	0.0000
Georgia Power at Wadley GA	59843	0.0000
Munich Re Plaza	59844	0.0000
Cedar Creek	3255	0.0000
Tule River	289	0.0000
Windland	50386	0.0000
Inskip	248	0.0000
San Joaquin 3	277	0.0000

Animas	2465	0.0000
Leaburg	3068	0.0000
Drop 2 (WA)	6507	0.0000
Kern Canyon	7911	0.0000
Newhalem	9842	0.0000
Helzel & Schwarzhoff 88 Wind Farm	52165	0.0000
Swanmill Windfarm I	54650	0.0000
Kanaka	54653	0.0000
Foote Creek IV	55610	0.0000
Dutch Wind Energy	57301	0.0000
Flatirons Campus (FC)	57692	0.0000
DOE Golden NWTC Research Side Hybrid	57693	0.0000
DOE Golden NREL Main Campus	57694	0.0000
2555 E Olympic Bl	57871	0.0000
Eubank Landfill Solar Array	59393	0.0000
Panasonic Carport Solar Hybrid	61439	0.0000
Denver Metro Solar	61563	0.0000
Roseville Solar	62114	0.0000
Desert Star Hybrid	62965	0.0000
Highline	7224	0.0000
Beacon BESS 1	61431	0.0000
Southern Owens Valley Solar Ranch	57304	0.0000
Van Norman Bypass Solar Project	57307	0.0000
LATTC South Campus Solar	57312	0.0000
Foothill Solar Project	59799	0.0000
USPS FiT 1B - BP14-009B-7001 S Central	61251	0.0000
USPS FiT 2A - BP14-011A-7001 S Central	61252	0.0000
USPS FiT 2B - BP14-011B-7001 S Central	61253	0.0000
GE - Tehachapi	57566	0.0000
Modesto Irrigation District (MID) - Woodland Generation Station, 95351	7266	0.5037
Modesto Irrigation District - Ripon Generation Station, 95366	56135	0.6535
El Segundo Energy Center, LLC	57901	0.4724
Long Beach Generating Station	341	0.8993
OLS Energy Chino	50850	0.8423
New-Indy Ontario, LLC Linerboard Mill	10427	0.8818
Orange County Sanitation District - Plant 1	50696	0.5897
Ormat Nevada, Inc./ GEM 2 & 3 - Geothermal	54038	0.0000
Ormat Nevada, Inc./ GEM 2 & 3 - Geothermal	10763	0.0000
Ormond Beach Power, LLC	350	0.6569

PG&E Gateway Generating Station	56476	0.3999
PG&E Humboldt Bay Generating Station	246	0.4702
Panoche Energy Center, LLC	56803	0.5042
Pasadena Water and Power, Glenarm	422	0.6904
Pasadena Water and Power, Glenarm	420	0.6904
Qualcomm, Inc. - Morehouse Facility	59456	0.4174
Qualcomm, Inc. - Pacific Center Facility	59458	0.3107
Qualcomm, Inc. - Pacific Center Facility	59457	0.3107
Redding Electric Utility - Redding Power Generation	7307	0.4574
Eco Services - Dominguez	52064	2.8972
Eco Services - Martinez	52063	0.77316
Riverside Public Utilities - Riverside Energy Resource Center	56143	0.59997
SDG&E - Miramar Energy Facility	56232	0.55853
SDG&E - Palomar Energy Center	55985	0.38397
SRI International Cogen Project	50537	0.3424
Sacramento Municipal Utility District (SMUD) , Procter & Gamble Power Plant	7551	0.3987
Sacramento Municipal Utility District (SMUD) , Campbell Power Plant	7552	0.4449
Salinas River Cogeneration Facility	50865	0.3969
Searles Valley Minerals Inc.	10684	0.5032
Martinez Refining Company LLC	54912	2.5498
Silicon Valley Power (SVP), City of Santa Clara , Cogen	7232	0.6019
Silicon Valley Power (SVP), City of Santa Clara , DVR	56026	0.4378
Southeast Resource Recovery Facility (SERRF)	50837	1.8024
Southern California Edison (SCE) - Pebbly Beach	6704	0.8111
Southern California Edison (SCE) - Mountainview	358	0.4095
Spreckels Sugar Company, Inc.- Brawley	57916	0.3628
Sunrise Power Company	55182	0.3764
Sycamore Cogeneration Facility	50134	0.3397
Turlock Irrigation District (TID), Almond Power Plant	7315	0.5582
Turlock Irrigation District/ Walnut Energy Center	56078	0.4533
U.S. Borax, 93516	50115	0.4015
University of California, Irvine	57122	0.3086

University of California, Los Angeles, UCLA	52073	0.2729
University of California, San Diego, UCSD	57584	0.4349
University of California, San Francisco	58198	0.3440
University of California, Santa Cruz, UCSC EH&S Office	50064	0.4688
Valero Refining Company - California, Benicia Refinery and Benicia Asphalt Plant	55851	3.6165
Wildflower Energy, LP - Indigo Generation, LLC	55541	0.5696
Wildflower Energy, LP - Larkspur Energy Facility, LLC	55542	0.5461
Yuba City Cogeneration Partners LP	52186	0.4343
Harbor Cogeneration Company, LLC	50541	0.7740
San Jose/Santa Clara Regional Wastewater Facility	56080	0.4608
The P&G Paper Products Co.	50464	0.4029
AltaGas Ripon Energy Inc.	50299	0.5513
Canyon Power Project (CPP)	57027	0.5717
High Sierra Cogeneration	57977	0.3023
CalPeak Power - Border	55510	0.5790
SDG&E - Cuyamaca Peak Energy Plant	55512	0.6099
Tracy Combined Cycle Plant	55933	0.4518
Riverside Public Utilities - Clearwater Facility	56356	0.4716
Chevron AAPG 745 San Joaquin Basin	52086	0.9992
Chevron AAPG 745 San Joaquin Basin	52082	0.9992
Chevron AAPG 745 San Joaquin Basin	52076	0.9992
Chevron AAPG 745 San Joaquin Basin	52107	0.9992
Chevron AAPG 745 San Joaquin Basin	50751	0.9992
Chevron AAPG 745 San Joaquin Basin	52081	0.9992
Chevron AAPG 745 San Joaquin Basin	52085	0.9992
Chevron AAPG 745 San Joaquin Basin	52104	0.9992
California Resources Elk Hills, LLC - 35R Gas Plant	55400	0.6874
PG&E Colusa Generating Station	56532	0.3943
Aera Energy San Joaquin Basin	50750	2.5343
Aera Energy San Joaquin Basin	50752	2.5343
Aera Energy San Joaquin Basin	52077	2.5343
Aera Energy Coastal Basins	55184	6.9138
Southern California Edison (SCE) - Barre Peaker	56474	0.5415

Southern California Edison (SCE) - Center Hybrid	56475	0.5691
Southern California Edison (SCE) - Grapeland Hybrid	56472	0.5662
Southern California Edison (SCE) - Mira Loma Peaker	56473	0.5408
Roseville Electric, Roseville Energy Park	56298	0.4553
CalPeak Power - Panoche, LLC	55508	0.5887
CalPeak Power - Vaca Dixon, LLC	55499	0.5673
Calpine - Gilroy Energy Center, LLC, Feather River	55847	0.6043
Calpine - Gilroy Energy Center, LLC, Riverview Peaker	55963	0.5685
Naval Medical Center - San Diego	50963	0.7255
Orange Grove Energy Center	56914	0.5914
Northern California Power Agency - Geothermal Plant No. 1	7368	0.0471
Northern California Power Agency - Geothermal Plant No. 2	7369	0.0921
California Resources Production Corporation - 760 Los Angeles Basin	56051	0.7188
BWP/MPP Electricity Generating Facilities at 164 W. Magnolia	6013	0.4118
BWP/MPP Electricity Generating Facilities at 164 W. Magnolia	56077	0.4118
BWP/MPP Electricity Generating Facilities at 164 W. Magnolia	56046	0.4118
BWP/MPP Electricity Generating Facilities at 164 W. Magnolia	7987	0.4118
Escondido Energy Center, LLC	55538	0.5464
El Cajon Energy, LLC	57001	0.5860
Fresno Cogeneration Partners, LP	10156	0.6447
Chula Vista Energy Center	55540	0.8335
Sentinel Peak Resources - SJV Basin Facility	54447	3.1634
Sentinel Peak Resources - SJV Basin Facility	54449	3.1634
Signal Hill Petroleum Facilities	57702	1.1115
Berry Petroleum Company - San Joaquin Basin	50622	0.9362
Berry Petroleum Company - San Joaquin Basin	50170	0.9362
Mariposa Energy LLC	57483	0.5719
DG Fairhaven Power LLC	10052	1.1072

Richard J Donovan Correctional Facility	54936	1.1665
Marsh Landing Generating Station	57267	0.5925
Walnut Creek Energy, LLC	57515	0.5111
Sentinel Energy Center, LLC	57482	0.5186
Southern California Edison (SCE) - McGrath Peaker	56471	0.5293
Lodi Energy Center	57978	0.3814
Lodi Energy Center	7449	0.3814
Hudson Ranch Power I - Geothermal	57475	0.0663
Kaweah Delta Medical Center	10042	839.9853
Saint Agnes Medical Center	54800	0.2184
Glass House Camarillo, LLC	58432	0.5541
Hoag Memorial Hospital Presbyterian	58223	0.4167
Olive View Medical Center, Los Angeles County Department of Health Services	10884	0.3657
Rady Children's Hospital San Diego	10175	0.5215
Calpine - Russell City Energy Center	56467	0.4053
Ivanpah Solar Electric Generating System	57074	0.0999
Ivanpah Solar Electric Generating System	57073	0.0999
Ivanpah Solar Electric Generating System	57075	0.0999
GenPower Lincoln Landfill Power Plant	57988	1.2244
Delano Energy Center, LLC	58122	0.5809
Ormat Nevada, Inc. / ORNI 18 North Brawley - Geothermal	56832	0.5066
University of California, Berkeley	50849	0.3503
Calpine - Yuba City Energy Center (Gilroy Energy Center, LLC)	55813	0.5880
Sharp Grossmont Hospital	10115	0.5073
Pio Pico Energy Center	57555	0.5638
Revol Greens CA, LLC	61754	0.6463
Shadow Wolf Energy - Placerita	52096	0.3296
Hyperion Water Reclamation Plant	60960	0.2076
Carlsbad Energy Center Project	59002	0.5889
Equinix Great Oaks - Bloom Energy Servers	62702	0.3809
Equinix Great Oaks - Bloom Energy Servers	63704	0.3809
Equinix Great Oaks - Bloom Energy Servers	63708	0.3809
Equinix Great Oaks - Bloom Energy Servers	60223	0.3809
Stanton Energy Reliability Center	60698	0.5611
Calpine - Creed Energy Center, LLC	55625	0.6115

Calpine - Goose Haven Energy Center, Peaker	10350	0.5810
Ameresco Keller Canyon	56897	0.0028
Ameresco Half Moon Bay	56895	0.0028
Ameresco Santa Cruz	56428	0.0033
Ampersand Chowchilla Biomass, LLC, 93610	56706	0.0302
Brea Power Facility	58007	0.0029
Burney Forest Products	10652	0.0757
City of San Diego, Public Utilities Dept, Point Loma Treatment Plant	50492	0.0112
Collins Pine Co.	10661	0.0146
Woodland Biomass Power, LLC	10836	0.0354
East Bay Municipal Utility District	56036	0.0159
East Bay Municipal Utility District	57696	0.0159
Encina Water Pollution Control Facility	10026	0.2721
Energy 2001, Placer WRSL	57362	0.0056
G2 Energy Ostrom Road, LLC	57133	0.0030
Sycamore Energy LLC	10387	0.0060
HL Power Company	10777	0.0341
LACSD - Calabasas LF	57163	0.0043
LACSD - Joint Water Pollution Control Plant	10091	0.0563
LACSD - Puente Hills Landfill	10472	0.0031
MM Lopez Energy LLC	55161	0.0027
Miramar - MM and Miramar Energy	55094	0.0034
MM Prima Deshecha Energy LLC	55601	0.0031
MM West Covina LLC	54015	0.0050
MM Yolo Power LLC	54567	0.0034
Merced Power, LLC, 95340	56707	0.0317
Monterey Regional Waste Management District	10748	0.0027
Mt. Poso Cogeneration Company	54626	0.0346
Orange County Sanitation District - Plant 2	52099	0.0822
Pacific Ultrapower Chinese	50560	0.0287
Humboldt Sawmill Company	50049	0.0060
Rio Bravo Fresno	10767	0.0555
Rio Bravo Rocklin	10772	0.0520
Roseburg Forest Products	56469	0.0117
Sacramento Municipal Utility District (SMUD) , Carson Power Plant	7527	0.4242
Sacramento Municipal Utility District (SMUD) , Cosumnes Power Plant	55970	0.3669

Sierra Pacific Industries (SPI) - Burney	50110	0.0091
Sierra Pacific Industries (SPI) - Lincoln	10144	0.0123
Sierra Pacific Industries (SPI) - Quincy Division	50112	0.0627
Sonoma County Landfill Gas to Energy	55752	0.0037
Sonoma County Landfill Gas to Energy	55753	0.0037
Sonoma County Landfill Gas to Energy	55880	0.0037
Wadham Energy Ltd Partnership	50293	0.0214
Waste Management - Altamont Landfill	50571	0.0053
Shasta Sustainable Resource Management	50881	0.0283
Sierra Pacific Industries (SPI) - Anderson, 96007	59658	0.0106
Kiefer Landfill, Department of Waste Management and Recycling	55766	0.0057
Ameresco Chiquita Energy LLC	56898	0.0048
Sierra Pacific Industries (SPI) - Sonora	54517	0.0766
DTE Stockton, LLC	54238	0.0275
City of San Diego, Public Utilities Dept, North City Water Reclamation Plant	60571	0.0168
City of San Diego, Public Utilities Dept, North City Water Reclamation Plant	55602	0.0168
Sunshine Gas Producers, LLC	58429	0.0032
San Francisco Southeast Treatment Plant	57971	0.0304
Ameresco Vasco Road	58435	0.0028
Ameresco San Joaquin LLC	58436	0.0028
Ameresco Forward LLC	58437	0.0028
Bowerman Power LFG, LLC	59461	0.0030
Potrero Hills Energy Producers, LLC	59952	0.0023
Waste Management - Redwood Landfill, Inc.	59299	0.0031
Biomass One, L.P.	10869	0.0377
Clearwater Paper Corp. - Lewiston	50637	0.0470
Desert View Power [Biomass]	10300	0.0394
Kettle Falls Woodwaste Plant	550	0.0353
Longview Washington Pulp & Paper Mill	54562	0.0630
Rock Creek Dairy (New Energy One) [Digester Gas]	58142	0.0043
Seneca Sustainability Energy [Biomass]	57457	0.0206
Trans-Jordan Generating Station (Landfill Gas)	56853	0.0032
WestRock - Tacoma (fka Simpson Biomass)	57099	0.0411
Afton Generating Station	55210	0.4310

Agua Fria Generating Station	141	0.5883
American Falls Solar	60011	0.0000
American Falls Solar II	60012	0.0000
Apache Generating Station	160	0.7208
Apache Solar	60964	0.0000
Apex Generating Station	55514	0.3684
Aragonne Wind	56336	0.0000
Arlington Valley Energy Facility	55282	0.3978
Arlington Valley Solar II	57680	0.0000
Arlington Wind	56855	0.0000
Badger 1 [Solar]	58262	0.0000
Beaver	8073	0.5433
Bennett Mountain Power	55733	0.5927
Beowawe Power [Geothermal]	10287	0.0599
Big Horn II [Wind]	57319	0.0000
Big Horn PPM [Wind]	56361	0.0000
Big Sky Dairy Digester	57393	0.5963
Biglow Canyon Wind (Phase 1)	56485	0.0000
Biglow Canyon Wind (Phase 2)	56485	0.0000
Biglow Canyon Wind (Phase 3)	56485	0.0000
Blue Mountain Geothermal Project	56982	0.0000
Boundary Hydro	6433	0.0000
Box Canyon Dam (WA)	3891	0.0000
Broadview Energy JN [Wind]	60145	0.0000
Broadview Energy KW [Wind]	60152	0.0000
Brownlee [Hydro]	811	0.0000
Cabinet Gorge [Hydro]	833	0.0000
Caithness Shepherd's Flat - Horseshoe Bend [Wind]	57550	0.0000
Caithness Shepherd's Flat - North Hurlburt [Wind]	57526	0.0000
Caithness Shepherd's Flat - South Hurlburt [Wind]	57549	0.0000
Campbell Hill Wind	57090	0.0000
Carty Generating Station	58503	0.3933
Cedar Creek II [Wind]	57210	0.0000
Cedar Creek Wind	56371	0.0000
Cedar Point Wind	57315	0.0000
Chehalis	55662	0.4043
Chino Solar Valley	57560	0.0000
Cholla Power Station	113	1.2126
Chuck Lenzie Station	55322	0.4130
CJ Strike [Hydro]	812	0.0000
Clark Station	2322	0.5406

Colstrip	6076	1.0511
Coolidge Generation Station	56948	0.5633
Copper Mountain Solar 1 (CM10)	56944	0.0000
Copper Mountain Solar 2 (CMS2)	58017	0.0000
Copper Mountain Solar 3	58915	0.0000
Copper Mountain Solar 4 (CMS4)	59814	0.0000
Coronado Generating Station	6177	1.2200
Cotton Center Solar Hybrid	57561	0.0000
Cowiltz River Project (Mayfield & Mossyrock Dams)	3917	0.0000
Currant Creek	56102	0.4048
Cushman Hydro Project (No. 1 & No. 2 Dams)	3914	0.0000
Dave Johnston	4158	1.1409
Desert Basin Generating Station	55129	0.4201
Desert Star [Solar]	59444	0.0000
Desert Star Energy Center (fka Eldorado Energy)	55077	0.4242
Don A. Campbell (Phase 2) Geothermal	60419	0.0000
Don A. Campbell (Wild Rose) Geothermal	58533	0.0000
Dunlap I [Wind]	57299	0.0000
El Cabo Wind	58098	0.0000
Elkhorn Valley Wind	56623	0.0000
Eltopia Branch Canal 4.6 Hydro	56696	0.0000
Encogen Generating Station	7870	0.4817
Evander Andrews Power Complex	7953	0.5877
Ferndale Generating Station	54537	0.4185
Foothills Solar	57997	0.0000
Fort Churchill Station	2330	0.6310
Four Corners Power Plant	2442	0.9903
FPL Energy Stateline II (Vansycle II) [Wind]	58324	0.0000
FPL Energy Vansycle (Stateline 1&2) [Wind]	55989	0.0000
Frank Tracy Station	2336	0.4360
Frederickson Power LP	55818	0.3850
Frederickson PSE	99	0.8557
Fredonia Generating Station	607	0.7783
Gadsby	3648	0.8026
Gala Solar (Solar Star Oregon II)	61048	0.0000
Galena 2 Geothermal	56540	0.0000
Galena 3 Geothermal	56541	0.0000
Gila Bend Hybrid [Solar]	59020	0.0000
Glacier Wind (Naturener)	57049	0.0000

Glen Canyon Dam	153	0.0000
Glenrock I [Wind]	56841	0.0000
Glenrock III [Wind]	56841	0.0000
Goldendale Generating Station	55482	0.3691
Goodnoe Hills [Wind]	56666	0.0000
Goshen Phase II [Wind]	57211	0.0000
Grady Wind	60317	0.0000
Grand View PV Solar Two	60068	0.0000
Grays Harbor Energy	7999	0.4153
Griffith Energy	55124	0.3900
Harry Allen Station	7082	0.3990
Harvest Wind	57152	0.0000
Hay Canyon Wind	56790	0.0000
Headgate Rock Dam	7179	0.0000
Hells Canyon [Hydro]	3013	0.0000
Hermiston	54761	0.4008
Hermiston Power	55328	0.3953
Higgins Generating Station	55687	0.4118
High Lonesome Mesa [Wind]	56945	0.0000
High Plains [Wind]	57040	0.0000
Hoover Dam	154	0.0000
Hopkins Ridge Wind	56255	0.0000
Horse Butte Wind	57890	0.0000
Horse Mesa HM4 [Hydro]	145	0.0000
Hunter	6165	0.9978
Huntington	8069	0.9940
Hyder Hybrid [Solar]	57563	0.0000
Hyder II Hybrid [Solar]	58383	0.0000
ID Solar 1	60445	0.0000
Intermountain Power Project (IPP)	6481	0.9357
Jim Bridger Total Plant	8066	1.0733
Judith Gap Wind	56377	0.0000
Juniper Canyon Wind	57320	0.0000
Kerr [Hydro]	2188	0.0000
Kings Beach	6518	2.5381
Kittitas Valley Wind (Sagebrush)	56858	0.0000
Klamath Falls Cogen	55103	0.4107
Klondike Wind I	55871	0.0000
Klondike Wind II	56359	0.0000
Klondike Wind III	56468	0.0000
Klondike Wind IIIA	56468	0.0000
Kyrene Generating Station	147	0.3728
La Luz Generating Station	58284	0.5612
Lake Chelan Hydro	6424	0.0000

Lake Side	56237	0.3905
Langley Gulch Power Plant	57028	0.3744
Las Vegas Generating Station	10761	0.4822
Leaning Juniper [Wind]	56360	0.0000
Leaning Juniper II [Wind]	57333	0.0000
Limon Wind I	58126	0.0000
Limon Wind II	58127	0.0000
Limon Wind III	59083	0.0000
Linden Wind (aka Linden Ranch Wind)	57635	0.0000
Little Falls [Hydro]	3866	0.0000
Logan Wind	56613	0.0000
Long Lake [Hydro]	3867	0.0000
Lordsburg Generating Station	7967	0.5920
Lower Baker [Hydro]	3855	0.0000
Lower Snake River Wind	57195	0.0000
Lucky Peak Power Plant Project [Hydro]	10014	0.0000
Luke Solar	57324	0.0000
Luna Energy Facility	55343	0.3759
Luning Solar	61084	0.0000
Magnesium Corp. of America	58191	0.6550
Main Canal Headworks Hydro	56698	0.0000
Marengo Wind I	56466	0.0000
Marengo Wind II	56466	0.0000
McFadden Ridge [Wind]	57039	0.0000
McGinness Hills 3 Geothermal	57446	0.0000
Merwin [Hydro]	3847	0.0000
Mesquite Solar 1	57707	0.0000
Mesquite Solar 2	60307	0.0000
Mid-C Hydro - Priest Rapids & Wanapum Dams (Grant County PUD)	3887	0.0000
Mid-C Hydro - Rock Island (Chelan County PUD)	6200	0.0000
Mid-C Hydro - Rocky Reach (Chelan County PUD)	3883	0.0000
Mid-C Hydro - Wells (Douglas County PUD)	3886	0.0000
Middle Fork Hydro	425	0.0000
Milford I Wind	57079	0.0000
Milford II Wind	57107	0.0000
Mint Farm Generation Station	55700	0.4013
Moapa Southern Paiute Solar	57859	0.0000
Mohave County Wind	63114	0.0000
Monroe Street HED [Hydro]	9095	0.0000
Montague Wind	58099	0.0000

Mormon Flat [Hydro]	148	0.0000
Murphy Flat Solar	60009	0.0000
Naughton	4162	1.0508
Neal Hot Springs Geothermal	58022	0.0000
Nebo Power Station	56177	0.4580
New Mexico Wind Energy Center	56097	0.0000
Nine Mile HED [Hydro]	3869	0.0000
Nisqually River Project (Alder & LaGrande Dams)	3913	0.0000
North Valmy Station	8224	1.0698
Northern Colorado Wind I	57290	0.0000
Northern Colorado Wind II	57290	0.0000
Noxon Rapids [Hydro]	2199	0.0000
Ocotillo	116	0.5262
Old Lahontan Hydro	6521	0.0000
Orchard Ranch Solar	60010	0.0000
Oxbow (Oregon) [Hydro]	3014	0.0000
Palo Verde Nuclear	6008	0.0000
Paloma Solar Hybrid	57562	0.0000
Palouse Wind	57530	0.0000
Parker-Davis Project [Hydro]	447	0.0000
Patua Geothermal	58319	0.0000
Patua Solar	58319	0.0000
Pebble Springs [Wind]	56789	0.0000
Peetz Table Wind	56563	0.0000
Pelton Round Butte [Hydro]	3048	0.0000
Perrin Ranch Wind	58155	0.0000
Pleasant Valley Wind	56093	0.0000
Port Westward 1	56227	0.3685
Port Westward 2	58266	0.4567
Post Falls Hydro	835	0.0000
Potholes East Canal 66.0 Hydro	56697	0.0000
Potholes East Canal Headworks Powerplant [Hydro]	7113	0.0000
Prescott Airport [Solar]	56228	0.0000
Prescott Solar	58147	0.0000
Raft River Geothermal - GE 1	56317	0.0000
Rattlesnake Flat Wind	62936	0.0000
RE Ajo 1 [Solar]	57795	0.0000
RE Bagdad Solar I	57790	0.0000
RE Gillespie 1 [Solar]	58501	0.0000
Red Hawk Power Station CC Natural Gas	55455	0.3769
Red Mesa Wind	57357	0.0000
Red Rock Solar	60467	0.0000

Reeves Generating Station	2450	0.7063
Richard Burdette Power Plant [Geothermal]	56321	0.0000
Rim Rock Wind (Naturener)	57995	0.0000
Rio Bravo Generating Station	55039	0.6511
Rolling Hills [Wind]	56842	0.0000
Roosevelt [Hydro]	149	0.0000
Ross Dam	6202	0.0000
Saddle Mountain Solar I	58213	0.0000
Saguaro	118	0.7518
San Emidio Project [Geothermal]	57456	0.0661
San Juan	2451	1.2026
Santan Generating Station	8068	0.4111
Seven Mile Hill I [Wind]	56843	0.0000
Seven Mile Hill II [Wind]	56843	0.0000
Silver State Solar - South	58644	0.0000
Silverhawk Station	55841	0.4191
Simcoe Solar	60748	0.0000
Skookumchuck Wind	63205	0.0000
Smith Falls Hydro	54249	0.0000
Snoqualmie [Hydro]	3860	0.0000
Solana [Solar]	56812	0.0000
South Point Energy Center	55177	0.4111
Spring Canyon [Wind]	56320	0.0000
Spring Valley Wind	57192	0.0000
Springerville Generating Station	8223	1.0622
Stampede [Hydro]	7066	0.0000
Star Point [Wind]	57096	0.0000
Steamboat Hills Geothermal	50654	0.0165
Steamboat II [Geothermal]	54665	0.0000
Steamboat III [Geothermal]	54666	0.0000
Stewart Mountain [Hydro]	150	0.0000
Stillwater Wind	61858	0.0000
Sumas Power Plant	54476	0.4459
Summer Falls Power Plant Hydro	56695	0.0000
Sun Peak Generating Station	54854	0.6960
Sun Streams [Solar]	60827	0.0000
Sundance	55522	0.5998
Sunshine Valley Solar	59826	0.0000
Swift No. 1 [Hydro]	3850	0.0000
Terra-Gen Dixie Valley [Geothermal]	52015	0.0632
Thermo No. 1 Geothermal (Raser Technologies)	57353	0.0000
Tieton Dam Hydro	57496	0.0000

Top of the World [Wind]	57327	0.0000
Transalta Centralia Generation	3845	1.1351
TS Power Plant	56224	1.1122
Tucannon River Wind	58571	0.0000
Tungsten Mountain Geothermal	60785	0.0000
Turquoise Liberty Solar - Phase 1	62980	0.0000
Twin Buttes [Wind]	56460	0.0000
Upper Baker [Hydro]	3861	0.0000
Upper Falls Hydro	9096	0.0000
Valencia Energy Center	55802	0.6490
Vantage Wind	57188	0.0000
Veyo Heat Recovery Project [Waste heat]	60421	0.0000
West Phoenix	117	0.4603
West Valley Generation Project	55622	0.5879
White Creek Wind	56487	0.0000
Whitegrass No. 1 [Geothermal]	63001	0.0000
Whitehorn Generating Station	6120	0.9994
Wild Horse Wind	56322	0.0000
Willow Creek Wind	56952	0.0000
Windy Flats Wind	57159	0.0000
Wolverine Creek [Wind]	56301	0.0000
Wynoochee River Project [Hydro]	7127	0.0000
Wyodak	6101	1.2355
Yale [Hydro]	3852	0.0000
Yucca	120	0.6890
Yuma Cogen Associates	54694	0.4506
Calpine - O.L.S. Energy - Agnews Inc. 95134	50748	0.5213
Chalk Cliff Limited	50003	0.4170
Dynegy Oakland, LLC.	6211	1.1197
Sierra Pacific Burlington	56406	0.4319
Agua Caliente Solar Project	57373	0.0000
Gila River Power Station - Block 1	59338	0.3806
Gila River Power Station - Block 2	60768	0.3785
Gila River Power Station - Block 3	59784	0.3979
Gila River Power Station - Block 4	55306	0.3869
High Winds	56075	0.0000
Holter Dam	2186	0.0000
Mesquite Generating Station - Block 1	58557	0.3963
Mesquite Generating Station - Block 2	55481	0.3855
Mesquite Solar 3, LLC	60308	0.3859
Mid-C Hydro - Wanapum (Grant County PUD)	3888	0.0000
Narrows 2 Powerhouse	455	0.0000

Sage Solar I	62399	0.0000
Sage Solar II	62399	0.0000
Sage Solar III	62399	0.0000
Santa Cruz Energy LLC	57876	0.6067
85 A	52162	0.0000
85 B	52163	0.0000
Ameresco Johnson Canyon	58397	0.5559
Ameresco Butte County	57771	0.5524
Calpine - Gilroy Energy Center, LLC, Wolfskill Peaker	55855	0.5868
Alameda	7450	0.8330
Lodi	7451	0.8866
G2 Energy Hay Rd	58320	0.5461
Heber Geothermal	54689	0.0777
Brea Generation, LLC	10648	1.1072
NOVE Power Plant	50831	0.9427
San Marcos Energy LLC	10386	1.1072
Second Imperial Geothermal	54111	0.0777
Shoreham	2518	1.1712
Mammoth G1	10480	0.0777
Mammoth G2	10481	0.0777
Coachella	6060	1.1736
Rockwood	7824	0.9075
McGinness Hills 3	61912	0.0777
Ormesa Geothermal	50762	0.0777
Monterey One Water	54951	0.2893
ABEC #2 dba West-Star Dairy	61501	0.7262
ABEC #3 dba Lakeview Dairy	61502	0.6443
ABEC #4 dba CE&S Dairy	61503	0.6609
Cold Canyon 1	58379	0.5840
Zero Waste Energy Development Co LLC	60220	0.3189
Verwey-Hanford Dairy Digester #2	62418	0.6537
Verwey-Hanford Dairy Digester #3	62419	0.7818
ABEC Bidart-Old River LLC	58699	0.7645
CSU East Bay	57042	0.3419
SF State University	57043	0.3020
Oroville Cogeneration LP	54477	0.2702
Blundell	299	0.0777
BYUI Central Energy Facility	59496	0.2357
Shute Creek Facility	56312	0.4132
Hayden	525	1.0109
Sunnyside Cogen Associates	50951	1.3835
General Chemical	54318	0.4133
Tesoro SLC Cogeneration Plant	56509	0.6070

City of Palo Alto	57714	0.3944
Springs Generating Station	56144	0.7495
Roseville Power Plant #2	7452	0.8806
McClellan (CA)	535	0.6747
Gianera	7231	0.8276
MM Tulare Energy	55160	0.6748
Oxnard Wastewater Treatment Plant	50224	0.4368
Cal State Univ San Bernardino FC01	57544	0.2933
H. Gonzales	56039	0.7095
Bear Valley Power Plant	56346	0.4883
Ormesa II	54724	0.0777
Valero Wilmington Cogeneration Plant	63285	0.5095
Oregon State University	57653	0.2210
Walnut Power Plant	4256	2.9553
Lopez Canyon	57730	1.1072
SANTA MARIA II LFG POWER PLANT	57100	1.1072
Tulare BioMAT Fuel Cell	61846	0.5009
Still Water Power	64141	0.7724
Diamond H Dairy Power	64622	0.4929
AES Alamitos Energy, LLC	62115	0.4256
AES Huntington Beach, LLC	62116	0.3698
Tajiguas Resource Recovery Project	63094	1.1072
Rollins	34	0.0000
Venice Hydro	72	0.0000
South Consolidated	100	0.0000
J S Eastwood	104	0.0000
Davis Dam	152	0.0000
Lake Creek Dam	159	0.0000
Turlock Lake	161	0.0000
Hickman	162	0.0000
Volta 2	180	0.0000
Alta Powerhouse	214	0.0000
Angels	215	0.0000
Balch 1	217	0.0000
Balch 2	218	0.0000
Belden	219	0.0000
Bucks Creek	220	0.0000
Butt Valley	221	0.0000
Caribou 1	222	0.0000
Caribou 2	223	0.0000
Chili Bar	225	0.0000
Coleman PH	227	0.0000
Cow Creek	229	0.0000
Cresta	231	0.0000

De Sabla	232	0.0000
Deer Creek PH	233	0.0000
Drum 1	235	0.0000
Drum 2	236	0.0000
Dutch Flat	237	0.0000
El Dorado	238	0.0000
Electra	239	0.0000
Haas	240	0.0000
Halsey	241	0.0000
Hat Creek 1	243	0.0000
Hat Creek 2	244	0.0000
James B Black	249	0.0000
Kilarc	253	0.0000
Kings River PH	254	0.0000
Merced Falls	258	0.0000
Murphys	261	0.0000
Narrows PH	262	0.0000
Phoenix	264	0.0000
Pit 1	265	0.0000
Pit 3	266	0.0000
Pit 4	267	0.0000
Pit 5	268	0.0000
Pit 6	269	0.0000
Pit 7	270	0.0000
Poe	272	0.0000
Potter Valley	274	0.0000
Rock Creek	275	0.0000
San Joaquin 2	276	0.0000
San Joaquin No. 1	278	0.0000
Salt Springs	279	0.0000
South	280	0.0000
Spaulding 1	281	0.0000
Spaulding 2	282	0.0000
Spaulding 3	283	0.0000
Spring Gap	284	0.0000
Stanislaus	285	0.0000
Tiger Creek	287	0.0000
Volta 1	290	0.0000
West Point PH	291	0.0000
Wise	292	0.0000
A G Wishon	293	0.0000
Copco 1	294	0.0000
Copco 2	295	0.0000
Fall Creek	296	0.0000

Iron Gate	297	0.0000
Drop 5	314	0.0000
Sepulveda Canyon	316	0.0000
Big Creek 1	317	0.0000
Big Creek 2	318	0.0000
Big Creek 3	319	0.0000
Big Creek 4	320	0.0000
Big Creek 8	321	0.0000
Big Creek 2A	322	0.0000
Bishop Creek 2	323	0.0000
Bishop Creek 3	324	0.0000
Bishop Creek 4	325	0.0000
Bishop Creek 5	326	0.0000
Bishop Creek 6	327	0.0000
Fontana	332	0.0000
Kaweah 2	336	0.0000
Lower Tule River	365	0.0000
Columbia Generating Station	371	0.0000
Kaweah 1	337	0.0000
Kaweah 3	338	0.0000
Kern River 3	339	0.0000
Kern River 1	340	0.0000
Lundy	342	0.0000
Mammoth Pool	344	0.0000
Poole	353	0.0000
Portal	354	0.0000
Rush Creek	357	0.0000
Santa Ana 1	361	0.0000
Santa Ana 3	363	0.0000
Pardee	376	0.0000
Dion R Holm	380	0.0000
Moccasin	381	0.0000
R C Kirkwood	382	0.0000
Drop 2 (CA)	385	0.0000
Drop 3 (CA)	386	0.0000
Drop 4	387	0.0000
Pilot Knob	388	0.0000
Big Pine Creek	391	0.0000
Castaic	392	0.0000
Control Gorge	393	0.0000
Cottonwood	394	0.0000
Foothill	396	0.0000
Franklin (CA)	397	0.0000
Haiwee	398	0.0000

Middle Gorge	401	0.0000
Pleasant Valley Hydro	402	0.0000
San Fernando	403	0.0000
Upper Gorge	407	0.0000
Exchequer	409	0.0000
McSwain	410	0.0000
Chicago Park	412	0.0000
Dutch Flat 2	413	0.0000
Beardsley	414	0.0000
Donnells	415	0.0000
Tulloch	416	0.0000
Forbestown	417	0.0000
Kelly Ridge	418	0.0000
Woodleaf	419	0.0000
French Meadows	424	0.0000
Oxbow (CA)	426	0.0000
Ralston	427	0.0000
Parker	428	0.0000
Camino	430	0.0000
Jaybird	431	0.0000
Loon Lake	432	0.0000
Robbs Peak	433	0.0000
White Rock/Slab Creek	435	0.0000
Devil Canyon	436	0.0000
Edward C Hyatt	437	0.0000
Thermalito	438	0.0000
Don Pedro	439	0.0000
La Grange	440	0.0000
Folsom	441	0.0000
Judge F Carr	442	0.0000
Keswick	443	0.0000
Nimbus	444	0.0000
Shasta	445	0.0000
ONeill	446	0.0000
W R Gianelli	448	0.0000
Spring Creek	450	0.0000
Trinity	451	0.0000
Colgate	454	0.0000
Bear Valley	457	0.0000
Boulder Canyon Hydro	466	0.0000
Cabin Creek	467	0.0000
Georgetown Hydro	472	0.0000
Grand Valley Project Power Plant	473	0.0000
Salida	474	0.0000

Shoshone (CO)	476	0.0000
Temescal	479	0.0000
Corona	480	0.0000
Perris	481	0.0000
Rio Hondo	482	0.0000
Coyote Creek	483	0.0000
Red Mountain	484	0.0000
Valley View	487	0.0000
Upper Dawson	489	0.0000
Manitou Springs	494	0.0000
Ruxton Park	495	0.0000
Boysen	505	0.0000
Lamar Plant	508	0.0000
Blue Mesa	512	0.0000
Estes	513	0.0000
Morrow Point	514	0.0000
Big Thompson	515	0.0000
Green Mountain	516	0.0000
Marys Lake	517	0.0000
Flatiron	518	0.0000
Pole Hill	519	0.0000
Lower Molina	520	0.0000
Upper Molina	521	0.0000
Camp Far West	531	0.0000
Jones Fork	534	0.0000
Camanche	537	0.0000
Navajo Dam	584	0.0000
Drop 1	585	0.0000
East Highline	586	0.0000
South Fork Tolt	622	0.0000
Oak Flat	626	0.0000
Newcastle	632	0.0000
Kerckhoff 2	682	0.0000
Medicine Bow	692	0.0000
Toadtown	714	0.0000
Etiwanda	745	0.0000
Moccasin Low Head Hydro Project	751	0.0000
Sly Creek	776	0.0000
Gem State	790	0.0000
American Falls	809	0.0000
Bliss	810	0.0000
Cascade Dam	813	0.0000
Clear Lake	814	0.0000
Lower Malad	815	0.0000

Lower Salmon	816	0.0000
Shoshone Falls	818	0.0000
Swan Falls	819	0.0000
Thousand Springs	820	0.0000
Twin Falls (ID)	821	0.0000
Upper Salmon A	822	0.0000
Upper Malad	823	0.0000
Ashton	825	0.0000
Grace	827	0.0000
Oneida	829	0.0000
Soda	831	0.0000
Scott Flat	839	0.0000
Dworshak	840	0.0000
City Power Plant	841	0.0000
Lower No 2	843	0.0000
Upper Power Plant	844	0.0000
Combie South	846	0.0000
Palisades Dam	850	0.0000
Albeni Falls	851	0.0000
Alamo	905	0.0000
Quincy Chute	917	0.0000
Hydro Plant No 3	925	0.0000
Last Chance	987	0.0000
Manti Lower	1020	0.0000
Black Eagle	2181	0.0000
Cochrane	2182	0.0000
Hauser	2185	0.0000
Morony	2191	0.0000
Mystic	2192	0.0000
Rainbow (MT)	2193	0.0000
Ryan	2194	0.0000
Thompson Falls	2195	0.0000
Hungry Horse	2203	0.0000
Yellowtail	2204	0.0000
Clearwater 1	3020	0.0000
Clearwater 2	3021	0.0000
Eagle Point	3024	0.0000
East Side	3025	0.0000
Fish Creek	3026	0.0000
John C Boyle	3028	0.0000
Lemolo 1	3029	0.0000
Prospect 1	3032	0.0000
Prospect 2	3033	0.0000
Prospect 3	3034	0.0000

Prospect 4	3035	0.0000
Slide Creek	3036	0.0000
Soda Springs	3037	0.0000
Toketee Falls	3040	0.0000
Wallowa Falls	3041	0.0000
Faraday	3045	0.0000
North Fork	3047	0.0000
River Mill	3049	0.0000
Round Butte	3050	0.0000
Sullivan	3053	0.0000
Carmen Smith	3067	0.0000
Walterville	3071	0.0000
Big Cliff	3074	0.0000
Bonneville	3075	0.0000
Cougar	3076	0.0000
Detroit	3077	0.0000
Dexter	3078	0.0000
Green Peter	3080	0.0000
Hills Creek	3081	0.0000
John Day	3082	0.0000
Lookout Point	3083	0.0000
McNary	3084	0.0000
Upper Beaver	3643	0.0000
Cutler Hydro	3646	0.0000
Granite	3651	0.0000
Pioneer	3656	0.0000
Snake Creek	3658	0.0000
Stairs	3659	0.0000
Weber	3661	0.0000
Brigham City	3666	0.0000
Hydro III	3675	0.0000
Manti Upper	3676	0.0000
Bartholomew	3688	0.0000
Spanish Fork	3691	0.0000
Gateway	3697	0.0000
Wanship	3698	0.0000
Boulder	3699	0.0000
Uintah	3704	0.0000
Electron	3854	0.0000
Meyers Falls	3868	0.0000
Yelm	3878	0.0000
The Dalles	3895	0.0000
Cushman 2	3915	0.0000
LaGrande	3916	0.0000

Mossyrock	3918	0.0000
Chief Joseph	3921	0.0000
Ice Harbor	3925	0.0000
Little Goose	3926	0.0000
Lower Monumental	3927	0.0000
Packwood	3929	0.0000
Fremont Canyon	4176	0.0000
Glendo	4177	0.0000
Guernsey	4178	0.0000
Kortes	4180	0.0000
Seminoe	4182	0.0000
Shoshone (WY)	4183	0.0000
Fontenelle	4185	0.0000
Island Park	4204	0.0000
PHP 1	4213	0.0000
PHP 2	4214	0.0000
Echo Dam	4263	0.0000
Diablo Canyon	6099	0.0000
Helms Pumped Storage	6100	0.0000
New Melones	6158	0.0000
Crystal	6159	0.0000
Grand Coulee	6163	0.0000
Libby	6172	0.0000
Lost Creek	6174	0.0000
Lower Granite	6175	0.0000
W E Warne	6196	0.0000
Tacoma	6206	0.0000
Ames Hydro	6207	0.0000
Mount Elbert	6208	0.0000
Felt	6359	0.0000
Strawberry Creek	6393	0.0000
Swift Creek	6394	0.0000
Anderson Ranch	6395	0.0000
Black Canyon	6396	0.0000
Boise R Diversion	6397	0.0000
Minidoka	6398	0.0000
Canyon Ferry	6400	0.0000
Elephant Butte	6402	0.0000
Green Springs	6403	0.0000
Deer Creek (UT)	6404	0.0000
Flaming Gorge	6405	0.0000
Chandler	6406	0.0000
Roza	6407	0.0000
Heart Mountain	6408	0.0000

Alcova	6409	0.0000
Lemolo 2	6421	0.0000
Madison Dam	6422	0.0000
Cedar Falls (WA)	6430	0.0000
Gorge	6431	0.0000
Diablo	6432	0.0000
Azusa	6449	0.0000
Big Fork	6459	0.0000
San Francisquito 1	6479	0.0000
San Francisquito 2	6480	0.0000
Bend	6484	0.0000
Oak Grove	6505	0.0000
Moyie Springs	6506	0.0000
Fleish	6513	0.0000
Verdi	6531	0.0000
Washoe	6532	0.0000
Little Cottonwood	6537	0.0000
Foster	6552	0.0000
Union Valley	6612	0.0000
Fort Peck	6623	0.0000
Lake Mathews	6644	0.0000
Foothill Feeder	6645	0.0000
San Dimas	6646	0.0000
Yorba Linda	6647	0.0000
Lower No 1	7012	0.0000
Unit 4	7015	0.0000
Hydro II	7034	0.0000
Mojave Siphon	7072	0.0000
Upper Salmon B	7079	0.0000
Thermalito Diverson Dam	7129	0.0000
Pine View Dam	7132	0.0000
Mill Creek 3	7147	0.0000
Stony Gorge	7151	0.0000
Waddell	7164	0.0000
Whiskeytown	7189	0.0000
Milner Hydro	7190	0.0000
Black Butte	7229	0.0000
Tesla	7233	0.0000
Skookumchuck	7259	0.0000
Buffalo Bill	7317	0.0000
Grizzly	7338	0.0000
McPhee	7372	0.0000
Towaoc	7373	0.0000
Cowlitz Falls	7427	0.0000

Dalles Dam North Fishway Project	7431	0.0000
Basalt	7458	0.0000
Lake Mendocino	7489	0.0000
Deadwood Creek	7507	0.0000
Stone Creek	7508	0.0000
McNary Dam Fish Attraction Project	7511	0.0000
Solano Wind	7526	0.0000
Spirit Mountain	7541	0.0000
Causey	7548	0.0000
H M Jackson	7588	0.0000
El Vado Dam	7593	0.0000
Monticello Dam	7646	0.0000
Abiquiu Dam	7789	0.0000
Snoqualmie 2	7867	0.0000
Pine Flat	7907	0.0000
Nine Canyon	7936	0.0000
Diamond Valley Lake	7942	0.0000
Hoover Dam (AZ)	8902	0.0000
Dinosaur Point	10005	0.0000
Little Mac Project	10049	0.0000
Foothills Hydro Plant	10070	0.0000
Strontia Springs Hydro Plant	10081	0.0000
Gosselin Hydro Plant	10128	0.0000
South Dry Creek Hydro	10138	0.0000
Isabella Hydro Project	10139	0.0000
Birch Creek Power	10140	0.0000
Whitewater Hydro Plant	10162	0.0000
Tehachapi Wind Resource I	10191	0.0000
Tulare Success Power Project	10222	0.0000
Haypress	10253	0.0000
Big Creek Water Works	10282	0.0000
South Forks Hydro	10296	0.0000
Copper Dam Plant	10323	0.0000
Peters Drive Plant	10324	0.0000
Mink Creek Hydro	10325	0.0000
Dillon Hydro Plant	10421	0.0000
Williams Fork Hydro Plant	10422	0.0000
North Fork Hydro Plant	10423	0.0000
Gross Hydro Plant	10424	0.0000
Sunray 2	10437	0.0000
Sunray 3	10438	0.0000
SEGS III	10439	0.0000
SEGS IV	10440	0.0000
SEGS V	10441	0.0000

SEGS VI	10442	0.0000
SEGS VII	10443	0.0000
Muck Valley Hydroelectric	10458	0.0000
Cameron Ridge LLC	10586	0.0000
Ridgetop Energy LLC	10597	0.0000
Burney Creek	10706	0.0000
Cove Hydroelectric	10707	0.0000
Lost Creek I	10708	0.0000
Ponderosa Bailey Creek	10709	0.0000
Karen Avenue Wind Farm	10718	0.0000
Barber Dam	10735	0.0000
Sprague Hydro	10737	0.0000
Magic Dam Hydroelectric Project	10740	0.0000
Koyle Ranch Hydroelectric Project	10781	0.0000
Crystal Springs	10806	0.0000
Dietrich Drop	10807	0.0000
Low Line Rapids	10808	0.0000
Rock Creek II	10809	0.0000
Bidwell Ditch Project	10880	0.0000
Roaring Creek Water Power	10881	0.0000
Hatchet Creek Project	10882	0.0000
Rio Bravo Hydro Project	50037	0.0000
Santa Felicia Dam	50076	0.0000
Sheep Creek Hydro	50091	0.0000
Indian Valley Dam Hydro Project	50129	0.0000
R E Badger Filtration Plant	50147	0.0000
Bear Creek	50156	0.0000
Box Canyon Dam	50179	0.0000
Olsen	50180	0.0000
Vallecito Hydroelectric	50206	0.0000
Woodward Power Plant	50218	0.0000
Frankenheimer Power Plant	50219	0.0000
Nelson Creek	50223	0.0000
Rocky Brook Hydroelectric	50228	0.0000
San Dimas Wash Generating Station	50233	0.0000
New Lahontan	50261	0.0000
Redlands Water & Power	50267	0.0000
Wintec Energy Ltd	50276	0.0000
San Geronio Farms Wind Farm	50281	0.0000
Site 980 65	50322	0.0000
Marco Ranch	50323	0.0000
Forks of Butte Hydro Project	50350	0.0000
Nacimiento Hydro Project	50352	0.0000
Michell Butte Power Project	50360	0.0000

Owyhee Dam Power Project	50361	0.0000
Tunnel 1 Power Project	50362	0.0000
East Portal Generator	50375	0.0000
Upriver Dam Hydro Plant	50380	0.0000
Twin Reservoirs	50382	0.0000
Friant Hydro Facility	50393	0.0000
Sand Bar Power Plant	50400	0.0000
Orchard Avenue 1	50421	0.0000
Cowiche	50423	0.0000
Sugarloaf Hydro Plant	50435	0.0000
Victory Garden (Tehachapi)	50532	0.0000
Painted Hills Wind Park	50533	0.0000
Mesa Wind Power LLC	50535	0.0000
Sky River Wind Energy Center	50536	0.0000
Bowman	50546	0.0000
GPS Cabazon Wind LLC	50552	0.0000
Edom Hills Project 1 LLC	50553	0.0000
San Geronio Westwinds II LLC	50690	0.0000
Lilliwaup Falls Generating	50700	0.0000
Notch Butte Hydro	50718	0.0000
Oak Creek Energy Systems I	50754	0.0000
New Hogan Power Plant	50755	0.0000
Stillwater Facility	50765	0.0000
East Winds Project	50820	0.0000
Mojave 16/17/18	50821	0.0000
Twin Falls Hydro	50827	0.0000
El Dorado Hydro Elk Creek	50891	0.0000
Rock Creek LP	50892	0.0000
Bypass	50895	0.0000
S E Hazelton A	50896	0.0000
Middle Fork Irrigation District	50917	0.0000
Galesville Project	50938	0.0000
Slate Creek	50961	0.0000
Marsh Valley Development	50972	0.0000
Siphon Power Project	50980	0.0000
Rock Creek I	50987	0.0000
Quail Creek Hydro Plant #1	52039	0.0000
Mojave 3/4/5	52142	0.0000
Lacomb Irrigation District	52155	0.0000
Falls Creek	52187	0.0000
Broadwater Power Project	54006	0.0000
San Gabriel Hydro Project	54017	0.0000
Hillcrest Pump Station	54142	0.0000
Opal Springs Hydro	54251	0.0000

Warm Springs Hydro Project	54261	0.0000
Koma Kulshan Associates	54267	0.0000
Coram Energy LLC (ECT)	54298	0.0000
Coram Energy LLC	54299	0.0000
CTV Power Purchase Contract Trust	54300	0.0000
Wilson Lake Hydroelectric Project	54306	0.0000
Three Forks Water Power Project	54308	0.0000
Terminus Hydroelectric Project	54343	0.0000
Little Wood Hydro Project	54386	0.0000
Weeks Falls	54387	0.0000
Dry Creek Project	54394	0.0000
EDF Renewable Windfarm V Inc	54453	0.0000
San Geronio Windplant WPP1993	54454	0.0000
Blind Canyon Hydro	54514	0.0000
Horseshoe Bend Hydroelectric Co	54524	0.0000
Spicer Meadow Project	54554	0.0000
Collierville Powerhouse	54555	0.0000
Hazelton B Hydro	54558	0.0000
TPC Windfarms LLC	54647	0.0000
Kekawaka Power House	54654	0.0000
Falls River Hydro	54668	0.0000
Ford Hydro LP	54674	0.0000
Boulder City Lakewood Hydro	54679	0.0000
Boulder City Betasso Hydro Plant	54680	0.0000
Difwind Farms Ltd VI	54686	0.0000
Warm Springs Power Enterprises	54721	0.0000
Taylor Draw Hydroelectric Facility	54729	0.0000
Coram Tehachapi	54750	0.0000
Lateral 10 Ventures	54753	0.0000
Mile 28 Water Power Project	54812	0.0000
Black Creek	54860	0.0000
Tehachapi Wind Resource II	54909	0.0000
Ridgetop	54931	0.0000
Montgomery Creek Hydro	55009	0.0000
Vansycle	55125	0.0000
Green Power I	55396	0.0000
FPL Energy Vansycle LLC (WA)	55560	0.0000
Foote Creek I	55607	0.0000
Mountain View I&2	55719	0.0000
Condon Windpower LLC	55739	0.0000
Rock River I LLC	55740	0.0000
Ridge Crest Wind Partners	55741	0.0000
Boulder City Silver Lake Hydro	55931	0.0000
Cabazon Wind Partners	56011	0.0000

Whitewater Hill Wind Partners	56012	0.0000
Kimball Wind	56106	0.0000
Mountain View III	56112	0.0000
Springville Hydroelectric	56125	0.0000
Colorado Green Holdings LLC	56173	0.0000
Combine Hills I	56195	0.0000
Diablo Winds LLC	56271	0.0000
Helzel & Schwarzhoff 86	56275	0.0000
ZCO	56276	0.0000
Kumeyaay Wind	56295	0.0000
Oasis Wind	56302	0.0000
Fossil Gulch	56308	0.0000
Shiloh I Wind Project	56362	0.0000
Nevada Solar One	56405	0.0000
Pine Tree Wind Power Project	56433	0.0000
Burley Butte Windpark	56434	0.0000
Golden Valley Wind Park LLC	56435	0.0000
Milner Dam Wind Park LLC	56437	0.0000
Oregon Trail Wind Park	56439	0.0000
Pilgrim Stage Wind Park	56440	0.0000
Salmon Falls Wind Park	56441	0.0000
Thousand Springs Wind Park	56442	0.0000
Tuana Gulch Wind Park	56443	0.0000
Buena Vista Energy LLC	56446	0.0000
SunE Alamosa	56481	0.0000
Mora Drop Hydroelectric Project	56498	0.0000
Tiber Dam Hydroelectric Plant	56499	0.0000
Western 102 Power Plant	56500	0.0000
Nellis Air Force Base Solar Array	56568	0.0000
Terra-Gen VG Wind LLC	56570	0.0000
Horseshoe Bend Wind Park	56591	0.0000
Rancho Penasquitos	56615	0.0000
Mountain Home	56636	0.0000
Bennett Creek Windfarm LLC - Mountain Home	56637	0.0000
Hatchet Ridge Wind Project	56654	0.0000
Russell D Smith	56694	0.0000
Tuolumne Wind Project	56702	0.0000
Spanish Fork Wind Park 2 LLC	56751	0.0000
Mountain Wind Power LLC	56752	0.0000
Mountain Wind Power II LLC	56753	0.0000
CalRenew-1	56768	0.0000
Dillon Wind LLC	56791	0.0000
CSU Fresno Solar Project	56813	0.0000

ELACC Photovoltaic Power Facility	56814	0.0000
Denver Int Airport	56815	0.0000
Wheat Field Wind Power Project	56854	0.0000
Bolthouse S&P and Rowen Farms Solar	56862	0.0000
Shiloh Wind Project 2 LLC	56874	0.0000
Sacramento Soleil LLC	56875	0.0000
Chester Diversion Hydroelectric Project	56893	0.0000
Gap Pacific Distribution Center	56909	0.0000
Imperial Valley Solar, LLC	56917	0.0000
WWRF Solar Plant	56922	0.0000
Threemile Canyon	56933	0.0000
Cassia Wind	56934	0.0000
Cassia Gulch	56935	0.0000
Solar Blythe LLC	56939	0.0000
Happy Jack Windpower Project	56960	0.0000
Butter Creek Power LLC	56967	0.0000
Big Top LLC	56968	0.0000
Four Corners Windfarm LLC	56969	0.0000
Four Mile Canyon Windfarm LLC	56970	0.0000
Oregon Trail Windfarm LLC	56971	0.0000
Pacific Canyon Windfarm LLC	56972	0.0000
Sand Ranch Windfarm LLC	56973	0.0000
Wagon Trail LLC	56974	0.0000
Ward Butte Windfarm LLC	56975	0.0000
Solar Photovoltaic Project #02	56996	0.0000
Arrowrock Hydroelectric Project	56997	0.0000
SunEdison Walgreens Moreno Valley	57004	0.0000
Mariani Packing Vacaville Solar	57005	0.0000
Walgreens Woodland Distribution Center	57006	0.0000
SunEdison Ironwood State Prison	57007	0.0000
SunEdison Procter & Gamble Oxnard	57008	0.0000
Kohls San Bernardino Solar Facility	57009	0.0000
SunEdison Anheuser Busch Fairfield	57010	0.0000
Chuckawalla Valley State Prison	57011	0.0000
SunEdison Walmart Apple Valley DC	57012	0.0000
Vaca Dixon Solar Station	57041	0.0000
NaturEner Glacier Wind Energy 2	57050	0.0000
Silver Sage Windpower	57091	0.0000
Casper Wind Farm	57093	0.0000
Dry Lake Wind LLC	57098	0.0000
Payne's Ferry	57124	0.0000
Camp Reed	57125	0.0000
Yahoo Creek	57126	0.0000
Tuana Springs	57136	0.0000

Eurus Combine Hills Turbine Ranch 2	57137	0.0000
RV CSU Power LLC	57141	0.0000
Colorado Highlands Wind	57174	0.0000
FPL Energy Montezuma Winds LLC	57201	0.0000
CM48	57205	0.0000
Solar Photovoltaic Project #03	57217	0.0000
Solar Photovoltaic Project #05	57219	0.0000
Solar Photovoltaic Project #06	57220	0.0000
Solar Photovoltaic Project #07	57221	0.0000
Solar Photovoltaic Project #08	57222	0.0000
Solar Photovoltaic Project #09	57223	0.0000
Solar Photovoltaic Project #10	57224	0.0000
Solar Photovoltaic Project #11	57225	0.0000
Solar Photovoltaic Project #12	57226	0.0000
Solar Photovoltaic Project #13	57227	0.0000
Solar Photovoltaic Project #15	57229	0.0000
Solar Photovoltaic Project #16	57230	0.0000
Solar Photovoltaic Project #17	57231	0.0000
Solar Photovoltaic Project #18	57232	0.0000
Solar Photovoltaic Project #23	57236	0.0000
Solar Photovoltaic Project #22	57237	0.0000
Cimarron Solar Facility	57243	0.0000
Kit Carson Windpower	57244	0.0000
Solar Photovoltaic Project #26	57245	0.0000
Solar Photovoltaic Project #27	57246	0.0000
Solar Photovoltaic Project #28	57247	0.0000
Victor Valley CC CPV Solar	57254	0.0000
Texico Wind Ranch LP	57258	0.0000
Crescent Dunes Solar Energy	57275	0.0000
Alta Wind Energy Center I	57282	0.0000
Alta Wind Energy Center II	57291	0.0000
Alta Wind Energy Center III	57292	0.0000
Alta Wind Energy Center IV	57293	0.0000
Alta Wind Energy Center V	57294	0.0000
Alpine Solar	57295	0.0000
Garnet Wind Energy Center	57302	0.0000
Adelanto Solar Project	57305	0.0000
Pine Tree Solar Project	57306	0.0000
Maclay Solar Project	57308	0.0000
Pacific Cruise Ship Terminals Berth 93	57309	0.0000
1420 Coil Av #C	57310	0.0000
Occidental College Solar Project	57311	0.0000
Metro Support Services Center Solar	57313	0.0000
Los Angeles Harbor College	57314	0.0000

San Luis Valley Solar Ranch	57317	0.0000
Poseidon Solar, LLC	57318	0.0000
Mojave Solar Project	57331	0.0000
Roadrunner Solar	57338	0.0000
Panoche Valley Solar Farm	57340	0.0000
Avenal Park	57359	0.0000
Sun City Project LLC	57360	0.0000
Sand Drag LLC	57361	0.0000
Siphon Drop Power Plant	57364	0.0000
Cogentrix of Alamosa	57368	0.0000
Questa Solar Facility	57369	0.0000
Bellevue Solar Project	57372	0.0000
Greater Sandhill I	57377	0.0000
AV Solar Ranch One	57378	0.0000
Poseidon Wind, LLC	57379	0.0000
UASTP I	57392	0.0000
Genesis Solar Energy Project	57394	0.0000
Yolo County Solar Project	57422	0.0000
Buffalo Ridge II LLC	57424	0.0000
Ryegrass Windfarm	57427	0.0000
Hammett Hill Windfarm	57428	0.0000
Mainline Windfarm	57429	0.0000
Desert Meadow Windfarm	57430	0.0000
Cold Springs Windfarm	57431	0.0000
Juniper Ridge Hydroelectric Project	57437	0.0000
California Valley Solar Ranch	57439	0.0000
Solar Photovoltaic Project #42	57441	0.0000
Silver State Solar Power North	57442	0.0000
Two Ponds Windfarm	57444	0.0000
Solar Borrego I	57455	0.0000
Mountain View IV	57459	0.0000
Manzana Wind LLC	57484	0.0000
Imperial Solar Energy Center South	57490	0.0000
Imperial Solar Energy Center West	57491	0.0000
Stroud Solar Station	57497	0.0000
Five Points Solar Station	57498	0.0000
Westside Solar Station	57499	0.0000
FRV SI Transport Solar LP	57506	0.0000
RV CSU Power II LLC	57507	0.0000
Carson Solar I	57509	0.0000
Ocotillo Express LLC	57514	0.0000
Giffen	57521	0.0000
Cantua Solar Station	57522	0.0000
Huron Solar Station	57523	0.0000

Roger Road WWTP	57524	0.0000
Solar Photovoltaic Project #32	57534	0.0000
Solar Photovoltaic Project #33	57535	0.0000
Garland Canal Power Plant	57551	0.0000
AFA Solar Farm	57554	0.0000
La Senita	57556	0.0000
Sunset Reservoir North Basin	57559	0.0000
Albuquerque Solar Energy Center	57567	0.0000
Los Lunas Solar Energy Center	57571	0.0000
Deming Solar Energy Center	57575	0.0000
Las Vegas Solar Energy Center	57576	0.0000
Alamogordo Solar Energy Center	57577	0.0000
PaTu Wind Farm LLC	57578	0.0000
Robert O Schulz Solar Farm	57579	0.0000
Broadridge Cogen	57580	0.0000
Shiloh III Wind Project LLC	57586	0.0000
Hatch Solar Energy Center I, LLC	57591	0.0000
Teichert Materials-Teichert Vernalis	57594	0.0000
Rising Tree Wind Farm	57621	0.0000
Foundation ST	57626	0.0000
Vestas Towers America, Inc.	57643	0.0000
City & County of Denver at Denver Int'l	57645	0.0000
Regulus Solar Project	57650	0.0000
Adobe Solar	57651	0.0000
Yamhill Solar LLC	57652	0.0000
Bakersfield College Solar 01	57655	0.0000
Temescal Canyon RV, LLC	57656	0.0000
Avra Valley Solar	57657	0.0000
SMUD at Grundman	57669	0.0000
SMUD at Van Conett	57670	0.0000
SMUD at Fleshman	57671	0.0000
Macys Goodyear	57673	0.0000
Post Rock Wind Power Project, LLC	57678	0.0000
City of Boulder WWTP	57681	0.0000
City of Madera WWTP	57682	0.0000
Staples La Mirada, CA	57683	0.0000
Turnbull Hydro	57690	0.0000
Topaz Solar Farm	57695	0.0000
Aerojet I	57697	0.0000
Aerojet II	57698	0.0000
Vasco Winds	57700	0.0000
Montezuma Wind II	57701	0.0000
Catalina Solar LLC	57708	0.0000
North Palm Springs 4A	57722	0.0000

Shiloh IV Wind Project LLC	57725	0.0000
Lake Hodges Hydroelectric Facility	57729	0.0000
SPS1 Dollarhide	57736	0.0000
SPS2 Jal	57737	0.0000
SPS3 Lea	57738	0.0000
SPS4 Monument	57739	0.0000
SPS5 Hopi	57740	0.0000
North Palm Springs 1A	57743	0.0000
Gordon Butte Wind LLC	57748	0.0000
Sawtooth Wind Project	57749	0.0000
SMUD at Lawrence	57753	0.0000
Coastal Energy Project	57756	0.0000
Pacific Wind LLC	57757	0.0000
Power County Wind Park South	57760	0.0000
Power County Wind Park North	57761	0.0000
Youngs Creek Hydroelectric Project	57763	0.0000
Naval Air Weapons Station China Lake	57764	0.0000
Arizona Western College PV	57765	0.0000
Rockland Wind Farm	57766	0.0000
Palo Verde College	57773	0.0000
Windstar 1	57774	0.0000
Kingman 1	57775	0.0000
RE Dillard 1 LLC	57777	0.0000
RE Kammerer 1 LLC	57778	0.0000
RE Dillard 2 LLC	57779	0.0000
RE Kammerer 2 LLC	57780	0.0000
RE Dillard 3 LLC	57781	0.0000
RE Kammerer 3 LLC	57782	0.0000
RE Bruceville 1 LLC	57783	0.0000
RE Bruceville 2 LLC	57784	0.0000
RE Bruceville 3 LLC	57785	0.0000
Foundation AB	57791	0.0000
Foundation IE	57792	0.0000
Golden Springs Building C-1	57796	0.0000
Golden Springs Building D	57797	0.0000
Lime Wind	57803	0.0000
RE McKenzie 1 LLC	57816	0.0000
RE McKenzie 2 LLC	57817	0.0000
RE McKenzie 3 LLC	57818	0.0000
RE McKenzie 4 LLC	57819	0.0000
RE McKenzie 5 LLC	57820	0.0000
RE McKenzie 6 LLC	57821	0.0000
Dinuba Wastewater Treatment Plant	57827	0.0000
Heliocentric	57831	0.0000

Mustang Hills LLC	57833	0.0000
Pinyon Pine I	57834	0.0000
Alta Wind VIII	57835	0.0000
L-8 Solar Project	57836	0.0000
Pinyon Pine II	57837	0.0000
ISH Solar Hospital SDMC	57840	0.0000
ISH Solar Hospital Downey	57841	0.0000
Green Acres Solar Facility 1	57849	0.0000
Green Acres Solar Facility 2	57850	0.0000
North Hollywood	57854	0.0000
Univ of California San Diego Solar	57856	0.0000
Industry MetroLink PV 1	57860	0.0000
Castle Rock Vineyards	57870	0.0000
Baldock Solar Highway	57882	0.0000
Queen Creek Solar Farm	57883	0.0000
Guernsey Solar Station	57891	0.0000
Gates Solar Station	57892	0.0000
Improvement Dst No. 4	57895	0.0000
Solar Photovoltaic Project #48	57900	0.0000
San Antonio West Solar Rooftop	57904	0.0000
Tule Wind LLC	57913	0.0000
FRB Solar Farm	57930	0.0000
Solar Star California II LLC	57933	0.0000
Walmart Casa Grande	57939	0.0000
Macho Springs Power I	57947	0.0000
Desert Green Solar Farm LLC	57959	0.0000
Brookfield Tehachapi 1	57962	0.0000
Musselshell Wind Project	57963	0.0000
Musselshell Wind Project Two LLC	57965	0.0000
Butte College Main Campus Solar	57970	0.0000
Busch Ranch Wind Energy Farm	57980	0.0000
Meridian Vineyards	57982	0.0000
SunE EPE2 LLC	57985	0.0000
SunE EPE1 LLC	57986	0.0000
Desert Sunlight 300, LLC	57993	0.0000
Alpaugh North	58002	0.0000
Alpaugh 50	58003	0.0000
Salt Palace Solar Gen Plant	58006	0.0000
WSMR I	58010	0.0000
High Mesa	58019	0.0000
IKEA Tejon 345	58028	0.0000
Nickel 1 Solar Facility	58034	0.0000
Buckeye Union HS District 201	58037	0.0000
Axium Modesto Solar	58039	0.0000

Black Mountain Solar LLC	58042	0.0000
Imperial Valley Solar Company 1 LLC	58062	0.0000
SEPV 1	58073	0.0000
SEPV 2	58074	0.0000
Edwards Air Force Base	58076	0.0000
Intel Folsom	58086	0.0000
Foundation Cemex River Plant	58101	0.0000
Foundation Cemex BMQ	58102	0.0000
Foundation Superior Farms	58104	0.0000
Foundation Wal-Mart Red Bluff	58105	0.0000
Meadow Creek Project Company	58106	0.0000
Foundation Cemex Madison	58112	0.0000
Foundation RRM	58113	0.0000
Foundation NWNA	58114	0.0000
La Joya Del Sol	58118	0.0000
Depot Park Solar System	58119	0.0000
Outback Solar At Christmas Valley	58131	0.0000
RE Kansas South LLC	58148	0.0000
TA-High Desert LLC	58149	0.0000
Black Cap Solar Plant	58150	0.0000
North Sky River Energy LLC	58154	0.0000
Crafton Hills College Solar Farm	58170	0.0000
Prairie Fire	58171	0.0000
RE Victor Phelan Solar One LLC	58202	0.0000
Grassland 3&4 Solar Project	58204	0.0000
West Gates Solar Station	58206	0.0000
Grassland 1&2 Solar Project	58217	0.0000
Spion Kop Wind Farm	58218	0.0000
Newberry Solar 1 LLC	58226	0.0000
SEPV9 Power Plant	58227	0.0000
Tahquitz High School	58232	0.0000
Wagner Wind LLC	58233	0.0000
SEPV 8	58234	0.0000
Kit Carson	58240	0.0000
West Valley High School Solar	58244	0.0000
Pierce College	58248	0.0000
VA Sepulveda Ambulatory Care Center	58249	0.0000
CBS Television City	58253	0.0000
Los Alamos PV Site	58256	0.0000
FAA NorCal TRACON	58261	0.0000
Venable Solar 1	58289	0.0000
Venable Solar 2	58290	0.0000
Jewish Community Center PV	58292	0.0000
Paradise Valley H.S. PV	58293	0.0000

Kingsburg Solar	58304	0.0000
Exeter Solar	58306	0.0000
Ivanhoe Solar	58307	0.0000
Lindsay Solar	58308	0.0000
Porterville Solar	58309	0.0000
Radiance Solar 4	58354	0.0000
Radiance Solar 5	58355	0.0000
Atwell Island	58366	0.0000
Gridley Main	58370	0.0000
Gridley Main Two	58371	0.0000
White River Solar	58373	0.0000
Corcoran Solar	58374	0.0000
Oakley Solar Project	58376	0.0000
Fargo Drop	58384	0.0000
Solar Star 1	58388	0.0000
Solar Star 2	58389	0.0000
Flint Creek Hydroelectric LLC	58392	0.0000
Alta Wind X	58394	0.0000
Alta Wind XI	58395	0.0000
Heber Solar	58398	0.0000
Lone Valley Solar Park I LLC	58417	0.0000
Victor Dry Farm Ranch A	58418	0.0000
Victor Dry Farm Ranch B	58419	0.0000
CSU Northridge Plant	58422	0.0000
Centinela Solar Energy	58430	0.0000
Swauk Wind LLC	58441	0.0000
Arrache 4006	58445	0.0000
Arrache 4013	58446	0.0000
Arrache 8083	58447	0.0000
Nunn	58448	0.0000
Rutan	58449	0.0000
Vinam	58450	0.0000
Ma	58451	0.0000
Horn	58452	0.0000
Watts 3115	58454	0.0000
45 Mile Hydroelectric Project	58455	0.0000
McCoy Solar Energy Project Hybrid	58462	0.0000
Campo Verde Solar	58467	0.0000
C-Drop Hydro	58470	0.0000
Las Vegas WPCF Solar Plant	58477	0.0000
SEV NM Phase 2	58479	0.0000
CSU Pueblo	58481	0.0000
Picture Rocks Solar, LLC	58486	0.0000
Apex Solar PV Power Project	58489	0.0000

Spectrum Solar PV Power Project	58490	0.0000
RE Rosamond One LLC	58498	0.0000
RE Rosamond Two LLC	58499	0.0000
RE Rio Grande Solar LLC	58500	0.0000
RE Columbia 3 LLC	58502	0.0000
Chuckawalla Solar	58506	0.0000
Bear Creek Solar	58508	0.0000
Vintner Solar	58509	0.0000
Kettleman Solar Project	58510	0.0000
Ironwood Solar LLC	58513	0.0000
Desert Hot Springs Solar	58514	0.0000
Union HS at Casa Grande	58516	0.0000
Vista Grande HS at Casa Grande	58517	0.0000
Otero Solar	58520	0.0000
Manzano Solar	58521	0.0000
Madera Community Hospital	58522	0.0000
City of Hayward WWTP	58525	0.0000
Crown Cooling Facility	58527	0.0000
Garnet Solar Generation Station I LLC	58528	0.0000
Lake Pleasant WTP	58539	0.0000
Silver City WWTP PV Project	58540	0.0000
Desert Sunlight 250, LLC	58542	0.0000
Gilbert Solar Facility I, LLC	58543	0.0000
Mountain View Solar	58544	0.0000
Community Solar 1	58545	0.0000
SMPA Solar 1 Community Solar	58547	0.0000
Huerfano River Wind	58548	0.0000
GSE NM1	58576	0.0000
Sonora 1	58578	0.0000
Oltmans SCE at Champagne	58581	0.0000
Oltmans SCE at Jurupa	58582	0.0000
Sierra Nevada Brewing Co Hybrid	58585	0.0000
Sue Cleveland High School	58588	0.0000
Rio Rancho High School	58589	0.0000
Cascade Solar	58590	0.0000
Solar Gen 2 Solar Facility	58592	0.0000
Beryl Solar Plant	58598	0.0000
Cedar Valley Solar Plant	58599	0.0000
Buckhorn Solar Plant	58600	0.0000
Milford Flat Solar Plant	58601	0.0000
Laho Solar Plant	58602	0.0000
Greenville Solar Plant	58603	0.0000
Granite Peak Solar Plant	58604	0.0000

Industry Solar Power Generation Station 1 LLC	58609	0.0000
Navajo Solar Power Generation Station 1 LLC	58610	0.0000
Powhatan Solar Power Generation Station 1 LLC	58611	0.0000
Otoe Solar Power Generation Station 1 LLC	58612	0.0000
Westlands Solar PV Farm	58616	0.0000
Sol Orchard El Centro PV	58621	0.0000
Carter Hydro	58622	0.0000
Santa Rita Jail Hybrid	58625	0.0000
Western Antelope Blue Sky Ranch A	58626	0.0000
Western Antelope Dry Ranch	58627	0.0000
Actus Lend Lease DMAFB	58632	0.0000
Monterey Regional Water Pollution Control Agency	58633	0.0000
Lancaster Baptist Church	58634	0.0000
Sacramento Fairbairn Water Treatment Plant	58636	0.0000
Tulare 1 and 2	58642	0.0000
Stateline Solar	58646	0.0000
Utah Red Hills Renewable Energy Park	58660	0.0000
Blue Sky One	58689	0.0000
Nooksack Hydro	58696	0.0000
Mira Loma	58698	0.0000
Phoenix Airport East Economy Lot	58708	0.0000
Phoenix Airport Rental Car Center	58709	0.0000
Lost Hills/Blackwell	58711	0.0000
North Star Solar	58713	0.0000
Orion Solar I	58718	0.0000
Orion Solar II	58721	0.0000
North Bay Solar 1	58748	0.0000
Lancaster Dry Farm Ranch B	58750	0.0000
Rodeo Solar C2	58751	0.0000
Rodeo Solar D2	58752	0.0000
Summer Solar A2	58753	0.0000
Summer Solar B2	58754	0.0000
Summer Solar C2	58755	0.0000
Summer Solar D2	58756	0.0000
Summer North Solar	58757	0.0000
Expressway Solar A	58761	0.0000
Expressway Solar B	58762	0.0000
Expressway Solar C2	58763	0.0000

Spring Canyon Expansion Wind Energy Ctr	58769	0.0000
South Canal Hydro-1	58783	0.0000
South Canal Hydro-3	58784	0.0000
Storrie Lake Solar Project	58794	0.0000
Shasta Solar Farm	58814	0.0000
Redcrest Solar Farm	58831	0.0000
Cogenra - TEP	58832	0.0000
Red Horse 2	58833	0.0000
Gato Montes Solar, LLC	58842	0.0000
ASTI	58889	0.0000
Beringer	58890	0.0000
Prosperity Energy Storage Facility Hybrid	58899	0.0000
Tri-County Water Hydropower Project	58901	0.0000
Valley Center 1	58906	0.0000
Valley Center 2	58907	0.0000
Ramona 1	58909	0.0000
Ramona 2	58911	0.0000
Santa Fe Springs Rooftop Solar BLDG M	58912	0.0000
Santa Fe Springs Rooftop Solar BLDG H	58913	0.0000
2081 Terzian Solar Project	58918	0.0000
2127 Harris Solar Project	58919	0.0000
2097 Helton Solar Project	58920	0.0000
Cloverdale Solar I	58949	0.0000
Intel Folsom Phase 2	58954	0.0000
Oregon University System OIT Klamath Falls	58961	0.0000
Las Virgenes Municipal Water District	58963	0.0000
Fairfield Wind	58966	0.0000
Fort Huachuca Solar PV Project	58972	0.0000
White River Solar 2	58973	0.0000
Henrietta Solar Project	58975	0.0000
RE Camelot LLC	58983	0.0000
RE Adams East, LLC	58984	0.0000
RE Kansas Solar, LLC	58985	0.0000
RE Old River One, LLC	58986	0.0000
RE Columbia Two, LLC	58990	0.0000
RE Kent South, LLC	58991	0.0000
Two Dot Wind Farm	59003	0.0000
Woodmere Solar Farm	59008	0.0000
Hayworth Solar	59009	0.0000
Macho Springs	59010	0.0000
Rio Rico Solar	59044	0.0000
Vacaville	59058	0.0000
Chopin Wind LLC	59076	0.0000

Cottonwood Solar, LLC (Goose Lake)	59086	0.0000
Cottonwood Solar, LLC (City of Corcoran)	59087	0.0000
Calipatria Solar Farm	59088	0.0000
Division 1	59094	0.0000
Division 2	59095	0.0000
Division 3	59096	0.0000
Kettering Solar 1	59098	0.0000
Kettering Solar 2	59099	0.0000
Enerparc CA1 LLC	59122	0.0000
CSD 2- Freedom High	59129	0.0000
CSD 2 - Heritage High	59130	0.0000
Dartmouth Landfill	59131	0.0000
EAFB - North Base	59132	0.0000
EAFB - South Base	59133	0.0000
SDCCD - Miramar	59138	0.0000
SDCWA - Twin Oaks	59139	0.0000
Brighton PV Solar Plant	59144	0.0000
RE Mustang LLC	59150	0.0000
Lancaster Solar 1	59167	0.0000
Avalon Solar	59168	0.0000
Lancaster Solar 2	59169	0.0000
Hesperia	59182	0.0000
CID Solar, LLC	59183	0.0000
Sterling PV 3	59198	0.0000
Mesa PV1	59199	0.0000
Farmersville	59203	0.0000
Porterville 6 and 7	59219	0.0000
Rising Tree Wind Farm II	59235	0.0000
Rising Tree Wind Farm III	59236	0.0000
Lone Valley Solar Park II LLC	59237	0.0000
Eagle Springs Solar LLC	59239	0.0000
Rio Bravo Solar 1 LLC	59249	0.0000
Rio Bravo Solar II LLC	59250	0.0000
Wildwood Solar II	59253	0.0000
Lancaster Little Rock	59262	0.0000
Merced Solar LLC	59265	0.0000
Mission Solar LLC	59267	0.0000
Hollister Solar LLC	59268	0.0000
Victor Mesa Linda B2	59269	0.0000
Victor Mesa Linda C2	59270	0.0000
Victor Mesa Linda D2	59271	0.0000
Victor Mesa Linda E2	59272	0.0000
SEPV Palmdale East	59273	0.0000
California PV Energy at ISD WWTP	59283	0.0000

Hanford 1 and 2	59300	0.0000
Beacon Solar Plant Site 5	59308	0.0000
Beacon Solar Plant Site 2	59309	0.0000
Hecate Energy Beacon Solar 1	59315	0.0000
Hecate Energy Beacon Solar 3	59316	0.0000
Hecate Energy Beacon Solar 4	59317	0.0000
Pumpjack Solar I	59322	0.0000
Sacramento (SMUD)	59323	0.0000
Golden Acorn Casino	59328	0.0000
City of Soledad Water Reclamation	59329	0.0000
Taylor Farms	59330	0.0000
Anheuser-Busch #2	59331	0.0000
Catalina Solar 2, LLC	59334	0.0000
Quinto Solar PV Project	59339	0.0000
Dorena Hydro-Electric Facility	59357	0.0000
SCE-Snowline-Duncan Road (North)	59359	0.0000
SCE-Snowline-Duncan Road (South)	59360	0.0000
Old Mill Solar	59374	0.0000
Wildwood Solar I, LLC	59380	0.0000
Enterprise Solar, LLC	59386	0.0000
Escalante Solar I, LLC	59387	0.0000
Escalante Solar II, LLC	59388	0.0000
Escalante Solar III, LLC	59389	0.0000
City of Tulare Water Facility	59395	0.0000
Searchlight Solar	59404	0.0000
Diamond Valley Solar Project	59405	0.0000
Newman Solar	59407	0.0000
Shafter Solar LLC	59408	0.0000
Madelyn Solar, LLC	59409	0.0000
Rudy Solar, LLC	59410	0.0000
Mitchell Solar, LLC	59411	0.0000
Algonquin SKIC20 Solar LLC	59412	0.0000
Corcoran Solar 2	59413	0.0000
Atwell Island West Solar	59414	0.0000
Anaheim Solar Energy Plant	59416	0.0000
SCE-Snowline-White Road (South)	59421	0.0000
SCE-Snowline-White Road (North)	59422	0.0000
SCE-Snowline-White Rd (Central)	59423	0.0000
Baker Creek Hydroelectric	59428	0.0000
Solar Las Vegas MB-1	59430	0.0000
Sierra Solar Greenworks	59431	0.0000
Adelanto Solar II, LLC	59440	0.0000
Adelanto Solar, LLC	59441	0.0000
TA-Acacia, LLC	59443	0.0000

Valencia Solar	59454	0.0000
Tech Park Solar	59455	0.0000
Denver Intl Airport IV Solar	59462	0.0000
Alamo Solar	59469	0.0000
Ft. Churchill PV	59472	0.0000
Apple Campus 2 PV	59473	0.0000
Jett Creek Windfarm (Burnt River)	59490	0.0000
Benson Creek Windfarm (Burnt River)	59491	0.0000
Durbin Creek Windfarm (Burnt River)	59492	0.0000
Prospector Windfarm (Burnt River)	59493	0.0000
Willow Spring Windfarm (Burnt River)	59494	0.0000
Giffen Solar Park	59522	0.0000
Five Points Solar Park	59523	0.0000
Blackwell Solar Park	59524	0.0000
Wright Solar Park	59525	0.0000
Solar Oasis LLC	59528	0.0000
Borden Solar Farm	59531	0.0000
Springbok Solar Farm 1	59532	0.0000
Coronus Adelanto West 1	59536	0.0000
Coronus Adelanto West 2	59537	0.0000
Park Meridian #1	59539	0.0000
Rancho Cucamonga Dist #1	59540	0.0000
Terra Francesco	59541	0.0000
Putah Creek Solar Farm	59550	0.0000
Vega Solar	59555	0.0000
Sandoval Solar Energy Center	59558	0.0000
Springer Solar 1	59560	0.0000
Colton Solar One, LLC	59597	0.0000
Colton Solar Two, LLC	59598	0.0000
Tropico Solar PV Plant	59599	0.0000
Nicolis Solar PV Plant	59600	0.0000
Maricopa West Solar PV, LLC	59607	0.0000
AP North Lake I, LP	59610	0.0000
Meadow Lake Solar Energy Center	59618	0.0000
Cibola	59619	0.0000
South Milford Solar Plant	59620	0.0000
Kettleman Solar -Centaurus	59633	0.0000
Sandstone Solar	59634	0.0000
Coronal Lost Hills	59638	0.0000
Forever 21 Retail, Inc.	59651	0.0000
Nordhoff Place	59652	0.0000
City of Truth or Consequences PV	59653	0.0000
Comanche Solar	59656	0.0000
Imperial Valley Solar Co (IVSC) 2, LLC	59657	0.0000

Sun Harvest Solar NDP1	59687	0.0000
Mt. Home Solar 1, LLC	59695	0.0000
Pavant Solar, LLC	59702	0.0000
Cottonwood Solar, LLC Cottonwood Carport	59703	0.0000
Seville 1	59722	0.0000
Seville 2	59723	0.0000
SEPV 18	59730	0.0000
Aspiration G	59737	0.0000
Citizen B	59738	0.0000
Lancaster WAD B	59739	0.0000
SEPV Mojave West	59740	0.0000
Sunnyside Ranch Community Solar Array	59742	0.0000
DSH (CA) - Coalinga State Hospital	59746	0.0000
River Mountains Solar	59747	0.0000
CDCR (CA) - Pleasant Valley State Prison	59748	0.0000
Pryor Mountain Wind	59757	0.0000
Davis Monthan AFB (AZ) West Airfield	59779	0.0000
Fiddler's Canyon #2	59786	0.0000
Fiddler's Canyon #1	59787	0.0000
Oregon University System Rabbit Field	59790	0.0000
Colon PV	59798	0.0000
Airport 1 Solar (DIA)	59807	0.0000
Tooele Army Depot(CSG)	59817	0.0000
Mohave Electric at Fort Mohave	59819	0.0000
Playa Solar 1, LLC	59827	0.0000
Springbok Solar Farm 2	59840	0.0000
Pikes Peak Solar Garden 1 LLC CSG	59848	0.0000
Adams Community Solar Garden LLC	59849	0.0000
Adams Community Solar Garden III LLC	59850	0.0000
Kingbird A Solar LLC	59868	0.0000
Little Bear Solar 1, LLC	59870	0.0000
UC Davis South Campus	59872	0.0000
Windhub Solar A LLC	59878	0.0000
North Rosamond Solar LLC	59879	0.0000
Corcoran Solar 3	59900	0.0000
Oro Loma	59915	0.0000
SunE- E Philadelphia Ontario	59916	0.0000
Nellis Solar PV II	59919	0.0000
Fiddler's Canyon 3	59932	0.0000
RE Tranquillity	59939	0.0000
Great Valley Solar Portfolio Holdings, LLC	59940	0.0000
Iron Springs Solar, LLC	59941	0.0000
Morgan Lancaster 1	59942	0.0000

Granite Mountain Solar West, LLC	59945	0.0000
Granite Mountain Solar East, LLC	59946	0.0000
Bakersfield 111	59948	0.0000
Milford 2	59958	0.0000
Western Antelope Blue Sky B	59961	0.0000
North Lancaster Ranch	59962	0.0000
Central Antelope Dry Ranch C	59963	0.0000
Elevation Solar C	59964	0.0000
Latigo Wind Park	59965	0.0000
Golden West Power Partners LLC	59974	0.0000
Carousel Wind Farm LLC	59975	0.0000
RE Astoria	59976	0.0000
RE Astoria 2	59977	0.0000
Adapture CA2, LLC	59978	0.0000
Columbia Solar Energy, LLC	59979	0.0000
Morelos del Sol	60007	0.0000
Hooper Solar	60008	0.0000
SR Jenkins Ft Lupton	60023	0.0000
Little Rock Pham Solar	60026	0.0000
Adera Solar	60027	0.0000
SunE Rochester	60032	0.0000
CA Flats Solar 130, LLC	60033	0.0000
CA Flats Solar 150, LLC	60034	0.0000
Tequesquite Landfill Solar PV Project	60035	0.0000
Frontier Solar LLC	60039	0.0000
Cuyama Solar, LLC	60043	0.0000
Golden Hills Wind	60049	0.0000
Steel Bridge Solar, LLC	60057	0.0000
Lindberg Field Solar	60060	0.0000
Avalon Solar II	60062	0.0000
CED Avenal	60077	0.0000
CED Ducor 1	60078	0.0000
CED Ducor 2	60079	0.0000
CED Ducor 3	60080	0.0000
CED Ducor 4	60081	0.0000
Fresno Solar	60083	0.0000
AVS Lancaster 1	60085	0.0000
US-TOPCO (Soccer Center)	60086	0.0000
Kingbird B Solar, LLC	60091	0.0000
Blythe Solar II, LLC	60092	0.0000
Blythe Solar 110, LLC	60093	0.0000
Blythe Solar III, LLC Hybrid	60094	0.0000
Blythe Solar IV, LLC	60095	0.0000
Oregon Convention Center	60112	0.0000

Granby Hydro	60119	0.0000
Lemoore 1	60142	0.0000
Peak View Wind Farm	60143	0.0000
Building F	60151	0.0000
Building G	60153	0.0000
Buidling L	60154	0.0000
Dulles	60182	0.0000
Freeway Springs	60183	0.0000
Solverde 1	60185	0.0000
Antelope DSR 1	60186	0.0000
Antelope DSR 2	60187	0.0000
Whitethorn Solar LLC	60193	0.0000
South Valley Solar Energy Center	60195	0.0000
Santa Fe Solar Energy Center	60196	0.0000
Santolina Solar Energy Center	60197	0.0000
Rio Communities Solar Energy Center	60198	0.0000
Strata Roof 1	60219	0.0000
Rancho Seco Solar, LLC	60226	0.0000
Estrella Mountain PV	60230	0.0000
Genentech-Oceanside Hybrid	60231	0.0000
RE Garland	60233	0.0000
Midway Solar Farm II	60237	0.0000
Algonquin SKIC 10 Solar, LLC	60242	0.0000
Valley View Solar	60247	0.0000
Skylark	60248	0.0000
Weymouth Solar Plant	60255	0.0000
Alta Luna	60258	0.0000
Pioneer Wind Park, LLC	60259	0.0000
Playa Solar 2	60261	0.0000
Westside Solar Power PV1	60275	0.0000
Castor Solar	60277	0.0000
Antelope Big Sky Ranch	60279	0.0000
Summer Solar LLC	60280	0.0000
Central Antelope Dry Ranch B LLC	60281	0.0000
SR Mavericks	60283	0.0000
Red Horse III	60285	0.0000
Montana Solar Facility	60300	0.0000
Holloman Solar Facility	60301	0.0000
San Isabel Solar, LLC	60304	0.0000
Portal Ridge Solar B, LLC	60310	0.0000
Portal Ridge Solar C, LLC	60311	0.0000
Midway Solar Farm III	60315	0.0000
Jeffco Community Solar Gardens LLC	60320	0.0000
Willow Spring Solar, LLC	60324	0.0000

Grove Solar Center, LLC	60330	0.0000
Hyline Solar Center, LLC	60331	0.0000
Open Range Solar Center, LLC	60332	0.0000
Railroad Solar Center, LLC	60333	0.0000
Thunderegg Solar Center, LLC	60334	0.0000
Vale Air Solar Center, LLC	60335	0.0000
Midway Solar Farm 1	60336	0.0000
Wal-Mart Truth or Consequences PV	60341	0.0000
Solar Las Vegas MB 2, LLC	60350	0.0000
Bison Solar LLC	60351	0.0000
Boulder Solar Power, LLC	60352	0.0000
Sulphur Springs	60381	0.0000
RE Garland A	60386	0.0000
RE Barren Ridge 1	60389	0.0000
Munro Valley Solar	60412	0.0000
Bonnybrooke PV	60413	0.0000
Calligan Creek Hydroelectric Project	60418	0.0000
RCWD PV Project	60426	0.0000
CA Dept of Public Health at Richmond	60428	0.0000
Three Peaks Power	60432	0.0000
E&B Resources	60446	0.0000
Pavant Solar II LLC	60449	0.0000
Corcoran	60450	0.0000
Bayshore Solar B, LLC	60474	0.0000
Bayshore Solar C, LLC	60475	0.0000
Bayshore Solar A, LLC	60481	0.0000
Longboat Solar, LLC	60485	0.0000
Greenfield Wind - MT	60486	0.0000
Redwood 4 Solar Farm	60490	0.0000
Springbok 3 Solar Farm Hybrid	60491	0.0000
SR Skylark B	60497	0.0000
Valley Center	60509	0.0000
Clear Spring Ranch PV Project	60511	0.0000
NLP Granger	60516	0.0000
Hancock Creek Hydroelectric Project	60517	0.0000
NorWest Energy 2, LLC	60548	0.0000
Solar Blythe 2	60558	0.0000
Golden Fields Solar I, LLC	60590	0.0000
Solar Star California, XLI, LLC	60591	0.0000
Voyager Wind I	60594	0.0000
Jacobson 5 MW Solar	60603	0.0000
BC Solar	60616	0.0000
Rush Creek Wind	60619	0.0000
Townsite Solar Project Hybrid	60654	0.0000

San Joaquin Solar	60678	0.0000
Amphitheater High School Solar	60684	0.0000
Canyon Del Oro High School Solar	60685	0.0000
Weld 1 Community Solar Array	60720	0.0000
Logan 1 Community Solar Array	60722	0.0000
Conejos 1 Community Solar Array	60723	0.0000
Arapahoe 3 Community Solar Array	60724	0.0000
Xcel Adams 2 Community Solar Array	60725	0.0000
Xcel Adams 1 Community Solar Array	60726	0.0000
SEPV Imperial Dixieland West	60744	0.0000
SEPV Imperial Dixieland East	60745	0.0000
Victory Solar LLC	60764	0.0000
American Kings Solar, LLC	60777	0.0000
PVN Milliken, LLC	60790	0.0000
SunAnza	60791	0.0000
CEC Solar #1117, LLC	60801	0.0000
Cloverdale Solar Center	60813	0.0000
Weber State University - Davis Campus PV	60821	0.0000
Intel - Ocotillo Campus Solar	60822	0.0000
Valley Sanitary District WTP Solar	60824	0.0000
Colgreen North Shore Solar Farm	60825	0.0000
Genentech Vacaville Meter #1	60844	0.0000
US GSA - Sacramento	60846	0.0000
Dept of General Services -FTB	60861	0.0000
Timothy Lake Powerhouse	60868	0.0000
Solar Star California, XLIV, LLC	60869	0.0000
Boulder Solar II, LLC	60885	0.0000
Pavant Solar III	60886	0.0000
Westmont 300B	60914	0.0000
Jacumba Solar Farm	60947	0.0000
Owens Valley Solar Project 11	60953	0.0000
Whitney Point Solar	60975	0.0000
OSLH, LLC	60976	0.0000
CSUF State College	60978	0.0000
CSUF Nutwood Solar	60979	0.0000
NextEra Westside PV	60981	0.0000
Lindberg Field Solar 2	60984	0.0000
Ramona Solar Energy	60995	0.0000
Iron Horse Battery Storage Hybrid	60996	0.0000
SCDA Solar 1	61006	0.0000
Marin Clean Energy Solar One	61013	0.0000
Twin Buttes II Wind	61040	0.0000
La Joya NM	61044	0.0000

Foundation CDCR LAC	61066	0.0000
Foundation Scheid Vineyards	61067	0.0000
Battle Mountain Solar Project	61098	0.0000
Pima Community College - East Campus	61104	0.0000
Manteca Land PV	61115	0.0000
Delano Land 1	61116	0.0000
Bakersfield PV 1	61117	0.0000
Bakersfield Industrial PV 1	61118	0.0000
Quichapa 1	61119	0.0000
Quichapa 2	61120	0.0000
Quichapa 3	61121	0.0000
Intel Folsom Phase 3	61152	0.0000
Big Timber Wind Farm	61155	0.0000
Columbus Solar Project	61165	0.0000
Shavano Falls Hydro	61189	0.0000
Shavano Falls Hydro Drop 4	61190	0.0000
Drop 5	61191	0.0000
IKEA Las Vegas 462	61193	0.0000
Merck - Upper Gwynedd Solar Array	61198	0.0000
T0588 Phoenix - AZ	61199	0.0000
OR Solar 2, LLC	61200	0.0000
OR Solar 3, LLC	61201	0.0000
Mount Signal Solar Farm V	61202	0.0000
Sacramento Regional County Sanitation PV	61209	0.0000
Green Beanworks C PV	61215	0.0000
Green Beanworks D PV	61216	0.0000
Head of U Canal Hydro Project	61217	0.0000
Golden Hills North Wind Energy Center	61222	0.0000
Westmont 300A	61249	0.0000
USPS PV	61250	0.0000
Antelope Expansion 2	61264	0.0000
Antelope DSR 3	61265	0.0000
Kayenta Solar Project	61268	0.0000
Gray Hawk Solar	61272	0.0000
Bear Creek Solar Center	61281	0.0000
River Bend Solar, LLC	61289	0.0000
South Mills Solar, LLC	61290	0.0000
Green Meadow Solar, LLC	61291	0.0000
SR Kersey	61314	0.0000
Port of LA Solar FiT Project	61319	0.0000
Great Divide Solar, LLC	61335	0.0000
Black Eagle Solar, LLC	61336	0.0000
Magpie Solar, LLC	61337	0.0000

Mill Creek Solar (OR)	61338	0.0000
Green Beanworks B PV	61339	0.0000
WyEast Solar	61345	0.0000
Westmont 400A	61348	0.0000
Westmont 400B	61349	0.0000
Mount Signal Solar Farm II	61353	0.0000
Sweetwater Solar	61369	0.0000
Amazon - Patterson PV	61377	0.0000
Valencia 1 Solar CA	61418	0.0000
One Ten Partners PV	61419	0.0000
Merced 1 PV	61420	0.0000
Madera 1 PV	61421	0.0000
OR Solar 5, LLC	61423	0.0000
OR Solar 8, LLC	61424	0.0000
Coyote Ridge Community Solar	61425	0.0000
OR Solar 6, LLC	61430	0.0000
Foundation California Training Facility	61442	0.0000
Foundation Mann Packing	61443	0.0000
Foundation Salinas Valley State Prison	61444	0.0000
Gaskell West 1 Solar Facility	61445	0.0000
SR Platte Solar Farm	61462	0.0000
Vandenberg Solar Project	61463	0.0000
San Luis Solar Garden	61472	0.0000
Adams Solar Center	61496	0.0000
Elbe Solar Center	61497	0.0000
Klamath Falls Solar 2 CSG	61553	0.0000
Facebook 1 Solar Energy Center	61556	0.0000
Facebook 2 Solar Energy Center	61557	0.0000
Facebook 3 Solar Energy Center	61558	0.0000
Woodline Solar	61559	0.0000
Eagle Point Solar	61560	0.0000
Tumbleweed Solar, LLC	61580	0.0000
Voyager Wind II	61582	0.0000
Voyager Wind III	61583	0.0000
Voyager Wind IV	61584	0.0000
Westmont 301	61593	0.0000
Westmont 401	61594	0.0000
San Luis Valley Solar Array	61605	0.0000
Vilas Solar Array	61606	0.0000
Stenner Creek Solar	61607	0.0000
Techren Solar I LLC	61611	0.0000
CDCR (CA) - Solano State Prison	61619	0.0000
CDCR (CA) - Corcoran State Prison	61620	0.0000
CDCR (CA) - Wasco State Prison	61621	0.0000

Kilroy Solar	61628	0.0000
Chiloquin Solar, LLC	61631	0.0000
Carrizozo Solar	61662	0.0000
Pinal Central Energy Center Hybrid	61678	0.0000
USG 1	61682	0.0000
USG 2	61683	0.0000
North Gooding Main Hydro	61688	0.0000
IVC Solar	61692	0.0000
Folsom SP and CSP Sacramento	61698	0.0000
Aerolease	61718	0.0000
Wistaria Ranch Solar	61750	0.0000
Quincy II Solar Garden	61752	0.0000
Imboden Solar Garden	61753	0.0000
Stage Gulch Solar	61791	0.0000
Lavio Solar	61792	0.0000
EGP Stillwater Solar PV II, LLC	61809	0.0000
Titan Solar	61811	0.0000
RPUWD Scheuer Well Solar Project	61824	0.0000
Dignity - Siena Campus	61825	0.0000
Dayton Cutoff Solar	61827	0.0000
Valley Creek Solar	61828	0.0000
Silverton Solar	61829	0.0000
Sheep Solar	61830	0.0000
Colton Solar	61831	0.0000
Interstate Solar	61832	0.0000
Soboba Community Solar Project	61834	0.0000
Grand Ronde Solar	61835	0.0000
SeaWorld Aquatica	61843	0.0000
Brush Solar Center	61844	0.0000
Eagle Shadow Mountain Solar Farm	61852	0.0000
Jordanelle Dam Hydroelectric Project	61853	0.0000
Baker City Solar	61854	0.0000
Morgan Solar Center	61855	0.0000
Vale Solar Center	61856	0.0000
Ontario Solar Center	61860	0.0000
Dignity - San Martin	61862	0.0000
Bar D	61886	0.0000
National Raisin	61894	0.0000
Casa Mesa Wind Energy Center Hybrid	61925	0.0000
Techren Solar II LLC	61930	0.0000
Techren Solar III LLC	61931	0.0000
Techren Solar IV LLC	61932	0.0000
Adams Nielson Solar	61933	0.0000
Pacific Ethanol Madera Solar Array	61989	0.0000

Pioneer Solar (CO), LLC	61991	0.0000
Gavilan Community College Solar Project	61993	0.0000
UC Merced Solar Hybrid	61995	0.0000
San Pablo Raceway	62004	0.0000
Mustang Two	62015	0.0000
UC Riverside Lots 30 & 32	62016	0.0000
Stanford Campus Solar	62020	0.0000
CSU Long Beach Lots 7 & 14	62028	0.0000
Santa Rosa Junior College Petaluma Solar	62039	0.0000
Citizens Imperial Solar	62052	0.0000
Lancaster	62056	0.0000
Pima Community College	62075	0.0000
Blue Shld Of Cal- El Dorado Hlls Mtr B	62077	0.0000
Syncarpha Eagle Nest	62149	0.0000
Chaffey College Rancho Cucamonga Campus	62150	0.0000
Clif Bar Bakery of Twin Falls	62151	0.0000
Boring Solar LLC	62169	0.0000
Ballston Solar LLC	62170	0.0000
Labish Solar LLC	62171	0.0000
Desert Harvest, LLC	62177	0.0000
Maverick Solar, LLC	62178	0.0000
CNMEC Solar Energy Center	62191	0.0000
Oak Leaf Solar XXVII LLC	62224	0.0000
Oak Leaf Solar XXX LLC (CSG)	62239	0.0000
NorWest Energy 9 LLC	62241	0.0000
County of San Diego SBRC	62242	0.0000
Oak Leaf Solar XXI (CSG)	62243	0.0000
Oak Leaf Solar XXXI LLC (CSG)	62244	0.0000
Oak Leaf Solar XXV LLC (CSG)	62245	0.0000
Target Woodland Solar Project	62246	0.0000
Oak Leaf Solar XXXII (CSG)	62251	0.0000
Oak Leaf Solar XXII LLC (CSG)	62252	0.0000
Oak Leaf Solar XXIV LLC (CSG)	62253	0.0000
Oak Leaf Solar XXVI LLC	62254	0.0000
Oak Leaf Solar XXVIII LLC (CSG)	62255	0.0000
Oak Leaf Solar XXIII LLC (CSG)	62256	0.0000
Trout Creek Solar	62260	0.0000
NorWest Energy 4, LLC	62268	0.0000
Bly Solar Center	62272	0.0000
Liberty HS Solar Project	62274	0.0000
Frontier HS Solar Project	62275	0.0000
Xebec 1	62286	0.0000
Francisco St. Solar	62287	0.0000

Valentine Solar, LLC	62288	0.0000
Grazing Yak Solar	62376	0.0000
CFW Solar X LLC - Vaughn	62378	0.0000
City of Gallup Solar	62406	0.0000
Techren Solar V	62440	0.0000
Busch Ranch II Wind Farm	62445	0.0000
Little Bear 3	62463	0.0000
Little Bear 4	62464	0.0000
Little Bear 5	62465	0.0000
Vista Solar Energy Center	62467	0.0000
Cove Mountain Solar	62469	0.0000
Cove Mountain Solar 2	62470	0.0000
Crossing Trails Wind Power Project LLC.	62489	0.0000
Palmer Solar	62495	0.0000
TB Flats	62516	0.0000
Renew Solar ABC Sacramento LLC	62545	0.0000
Aquamarine	62547	0.0000
Airport Solar	62560	0.0000
Preferred Freezer San Leandro	62578	0.0000
Ekola Flats	62591	0.0000
Rio De Oro Solar Energy Center	62597	0.0000
PFMG Solar Grossmont Helix LLC	62611	0.0000
NVSS-II	62636	0.0000
AZ State University - Tempe Campus Solar	62643	0.0000
SFDK Solar	62649	0.0000
HL Solar	62655	0.0000
Hunter Solar LLC (UT)	62656	0.0000
Gilcrest Solar	62663	0.0000
Quincy Solar	62664	0.0000
Sigurd Solar LLC	62666	0.0000
Lafayette Horizon Solar CSG LLC	62667	0.0000
Antelope Expansion 3A	62673	0.0000
Antelope Expansion 3B	62674	0.0000
American Canyon Solar	62687	0.0000
Malech Solar Farm	62688	0.0000
Hellyer Solar Farm	62689	0.0000
Guadalupe Solar Farm	62690	0.0000
Mesa CSG 2 Massicotte	62718	0.0000
Mesa CSG 1 Murdock	62719	0.0000
Solar Star Palo Alto I, LLC	62732	0.0000
Wheatridge Hybrid	62745	0.0000
RC Energy AA LLC Solar Facility	62756	0.0000
Bloomington Solar I	62805	0.0000
Shelter Creek Condominiums Solar	62806	0.0000

Milford Solar 1	62812	0.0000
Mountain Breeze Wind, LLC	62840	0.0000
Amazon Denver DEN3	62877	0.0000
East Line Solar	62899	0.0000
Windsor Floating Solar	62902	0.0000
Orchard Windfarm 1, LLC	62935	0.0000
South Peak Wind	62939	0.0000
Cheyenne Ridge Wind Farm	62952	0.0000
Grossmont HS Solar Project	62987	0.0000
Wildflower Solar 1	62988	0.0000
Bluewater CDEC 1	62994	0.0000
Grants CDEC 2	62995	0.0000
SCCCD - Clovis Community College	63021	0.0000
Gloucester Solar	63031	0.0000
Prineville Solar Energy LLC	63049	0.0000
Millican Solar Energy LLC	63050	0.0000
CalCity Solar 1	63054	0.0000
Clover Creek Solar(Community Solar)	63061	0.0000
SCCCD - Fresno Community College	63068	0.0000
Reedley Community College Solar	63074	0.0000
Eagle Creek	63078	0.0000
Harry Allen Solar Energy LLC	63080	0.0000
San Miguel I Solar Energy Center	63081	0.0000
San Miguel II Solar Energy Center	63082	0.0000
UC Santa Cruz Solar	63091	0.0000
Syncarpha Taos	63123	0.0000
Syncarpha El Rito	63124	0.0000
Syncarpha Questa	63125	0.0000
Roundhouse Wind Energy Project	63133	0.0000
Tom Sifers Solar	63163	0.0000
Whiskey Hill Solar	63164	0.0000
Rio Rancho Solar Energy Center	63184	0.0000
Bio-Rad	63189	0.0000
CID Solar (CA)	63204	0.0000
Rafael Solar	63206	0.0000
Case Creek Solar	63207	0.0000
Kale Patch Solar	63208	0.0000
O'Neill Creek Solar	63235	0.0000
Mtn. Solar 1	63276	0.0000
Mtn. Solar 2	63277	0.0000
CO LI CSG 1 - Kamerra	63278	0.0000
Garrett Solar	63301	0.0000
Alticor Inc - Solar Project	63303	0.0000
Duus Solar, LLC	63330	0.0000

Firwood Solar, LLC	63331	0.0000
Starvation	63344	0.0000
OE_AZ1	63349	0.0000
Medline Ind. Phase 2 Tracy	63361	0.0000
Niagara Bottling Stockton	63363	0.0000
Phelan Pinon Hills CSD Solar	63376	0.0000
Mtn. Solar 3 CSG	63379	0.0000
Castaic Lake Phase II	63385	0.0000
Rancho Seco Solar II, LLC	63387	0.0000
City of Rio Rancho WWTP	63391	0.0000
IOS II-LAX9	63414	0.0000
Sierra Pacific Industries (2042-RD)	63416	0.0000
DGS Wasco State Prison	63418	0.0000
DGS Central California Womens Facility	63419	0.0000
Fresno Bullard High School Hybrid	63420	0.0000
Fresno Hoover High School Hybrid	63421	0.0000
Fresno Sunnyside High School Hybrid	63422	0.0000
Corriedale Wind Energy	63436	0.0000
Sun Streams 2	63440	0.0000
Tickle Creek Solar	63442	0.0000
Thomas Creek Solar	63443	0.0000
RE-VFO LLC	63455	0.0000
St Louis Solar	63456	0.0000
Pika Solar	63462	0.0000
Brush Creek Solar	63464	0.0000
Minke Solar	63465	0.0000
Drift Creek Solar	63466	0.0000
Bighorn Solar	63467	0.0000
Saint Solar	63476	0.0000
Alcalde Solar Array	63477	0.0000
Point Wind	63482	0.0000
D'Arrigo Brothers - Phase 4	63486	0.0000
PSREC/SIAD Solar	63493	0.0000
Oso Grande Wind Farm	63502	0.0000
Copper Mountain Solar 5, LLC	63504	0.0000
Walnut Unified School District Walnut HS Hybrid	63510	0.0000
Moonlight Packing - Phase 2	63514	0.0000
California City	63516	0.0000
Lafayette 2 - Internal Services Dept	63527	0.0000
Pima Community College NW	63531	0.0000
Amazon DEN2 Solar Project	63536	0.0000
Chevron - Lost Hills Hybrid	63545	0.0000
Mohave Electric Cooperative at Joy Lane	63554	0.0000

Britton Solar Energy Center	63579	0.0000
SR Kersey II	63586	0.0000
SR Skylark C	63587	0.0000
Lafayette 2 - MLK Jr. Hospital (MLK)	63623	0.0000
Pleasanton - Amador Valley High School	63630	0.0000
Fort Rock I	63636	0.0000
Dunn Road Solar	63642	0.0000
North Kern State Prison Phase II	63651	0.0000
Mt Hope Solar	63663	0.0000
Williams Acres Solar	63664	0.0000
River Valley Solar	63665	0.0000
Oak Leaf Solar XXXIII LLC (Lantz)	63681	0.0000
Butler Solar, LLC	63694	0.0000
Rawhide Prairie Solar Hybrid	63722	0.0000
Slate Hybrid	63727	0.0000
Platteville Solar CSG, LLC	63753	0.0000
Kroger La Habra	63758	0.0000
Ballenger Road Solar A	63759	0.0000
Soscol Ferry Solar	63761	0.0000
Silveira Ranch Road Solar	63762	0.0000
Bighorn Solar 1	63770	0.0000
Suntex Solar, LLC	63778	0.0000
Rock Garden Solar, LLC	63779	0.0000
Alkali Solar, LLC	63795	0.0000
West Hines Solar I, LLC	63796	0.0000
Bronco Plains Wind, LLC	63803	0.0000
Golden Field Solar III, LLC	63859	0.0000
Encino Solar Energy Center	63860	0.0000
IBM Solar	63869	0.0000
Turquoise Nevada, LLC	63906	0.0000
SulusSolar17	63908	0.0000
Cedar Springs I	63914	0.0000
Cedar Springs II	63915	0.0000
Cedar Springs III	63916	0.0000
Riley	63925	0.0000
Fort Rock IV	63926	0.0000
Vacaville Hospital	63928	0.0000
Titan Solar 1 (CA)	63932	0.0000
Central 40	63940	0.0000
Oasis Alta	63941	0.0000
DGS Valley State Prison	63947	0.0000
Palmer Creek Solar, LLC	63956	0.0000
Day Hill Solar, LLC	63957	0.0000
SSD Marion 3, LLC	63958	0.0000

SSD Marion 5, LLC	63959	0.0000
SSD Marion 6, LLC	63960	0.0000
SSD Clackamas 1, LLC	63961	0.0000
SSD Clackamas 4, LLC	63962	0.0000
SSD Clackamas 7, LLC	63963	0.0000
SSD Marion 1, LLC	63964	0.0000
SulusSolar35	63969	0.0000
Red Cloud Wind LLC	63981	0.0000
FTF-PackingShed	63993	0.0000
Firebaugh-CCS-PV-1	63994	0.0000
SulusSolar33	64006	0.0000
SulusSolar28	64007	0.0000
MilfordSolar OR	64008	0.0000
BristolSolar	64009	0.0000
Alden Solar CSG LLC	64021	0.0000
SulusSolar22	64022	0.0000
Monte Vista Solar 2 CSG, LLC	64024	0.0000
San Diego - EMDF at San Diego	64028	0.0000
Fremont CO 1, LLC	64031	0.0000
GreenparkSolar	64033	0.0000
SulusSolar25	64034	0.0000
SulusSolar29	64048	0.0000
San Diego - NCRC at Vista	64049	0.0000
Orchard Windfarm 2, LLC	64051	0.0000
Orchard Windfarm 3, LLC	64052	0.0000
Orchard Windfarm 4, LLC	64053	0.0000
Clines Corners Wind Farm LLC	64054	0.0000
Wonderful Orchards - New Columbia	64055	0.0000
Wheatridge 1	64057	0.0000
Duran Mesa LLC	64065	0.0000
Tecolote Wind LLC	64066	0.0000
Tesla Reno GigaFactory	64098	0.0000
Desert Harvest II LLC	64103	0.0000
James W. Broderick Hydropower Plant	64123	0.0000
SR Rattlesnake	64152	0.0000
Horn Rapids Solar, Storage and Training	64198	0.0000
Jack's Solar Garden	64200	0.0000
Wonderful Orchards - Westside	64220	0.0000
Wonderful Orchards - Belridge	64221	0.0000
Las Virgenes	64264	0.0000
Rock Creek 2 CSG	64265	0.0000
Alamosa Solar South CSG	64266	0.0000
Valencia 2	64267	0.0000
ESCA-LL-COLTON, LLC	64270	0.0000

SE Athos II, LLC	64290	0.0000
Dissigno Healdsburg FPV, LLC	64308	0.0000
Coachella Hills Wind	64323	0.0000
Summit Winds	64326	0.0000
Two Dot Wind Broadview East LLC	64332	0.0000
NSE Camber BH CSG 2, LLC	64355	0.0000
Western Meadowlark Solar SCS NE 1, LLC	64365	0.0000
Tranquillity ID	64376	0.0000
Gilcrest V CSG	64386	0.0000
TruStile Doors - Denver	64388	0.0000
Firestone Walker Brewery - Phase 1	64391	0.0000
EMWD - Perris Valley RWRF	64396	0.0000
EMWD - San Jacinto RWRF NEM	64397	0.0000
EMWD - Sun City RWRF	64398	0.0000
CSU San Jose State University	64401	0.0000
El Dorado County	64402	0.0000
California State Univ at Channel Islands	64403	0.0000
Mesa Carport PV	64404	0.0000
EMWD - Moreno Valley RWRF	64406	0.0000
Big Bear	64418	0.0000
Wilmot Energy Center LLC	64426	0.0000
Vallecitos Water District	64438	0.0000
Valencia 3	64441	0.0000
Arlington Microgrid	64446	0.0000
Berry Road Solar	64472	0.0000
Department of Justice	64517	0.0000
CA Institute for Women	64518	0.0000
Centinela State Prison	64519	0.0000
Calipatria State Prison	64521	0.0000
Atascadero State Hospital	64523	0.0000
SoCore Clovis 1	64524	0.0000
Broadway 2 - UC Riverside	64579	0.0000
Broadway 2 - Tucson Phase II	64580	0.0000
Prologis L.P	64600	0.0000
County of San Diego COC Hybrid	64601	0.0000
MC6 Hydro Facility	64607	0.0000
SEPV Sierra	64611	0.0000
Hudson - High Desert Hybrid	64624	0.0000
Borderlands Wind, LLC	64638	0.0000
Lake Herman	64676	0.0000
Van der Hoek Solar Array/ Dairy	64687	0.0000
Dos Palos	64693	0.0000
El Dorado Solar, LLC	64700	0.0000
Amazon PSP1	64751	0.0000

Redwood Coast Airport Microgrid	64766	0.0000
Brightwood Solar, LLC	64830	0.0000
Oak Leaf Solar XVIII LLC	64831	0.0000
Catalina Express	64836	0.0000
Marina South	64837	0.0000
Prairie	64846	0.0000
Deer Creek 2	64861	0.0000
Edwards Sanborn E3	64877	0.0000
Edwards Sanborn E2	64879	0.0000
Venture 1 - 1A CSG	64880	0.0000
Maverick Solar 4, LLC	64104	0.0000
Maverick Solar 6, LLC	64105	0.0000
Maverick Solar 7, LLC	64106	0.0000
Sacramento Point West Medical Offices	64994	0.0000
SSI West Riverside Landfill LLC	65002	0.0000
Foothill Sanitary Landfill - Solar Array	65089	0.0000
Fremont - Kato Rd	65131	0.0000
Five H Farms Solar Array	65168	0.0000
Van der Kooi Dairy Solar Array	65169	0.0000
Donaghy-Stockton	65177	0.0000
Broadway 3 - UC Merced 1	65186	0.0000
Broadway 3 - UCSB Lot 38	65187	0.0000
Broadway 4 - Target Shafter	65188	0.0000
OK Produce Fresno Carport	65229	0.0000
Chambers 4 - Eastvale LGB3	65238	0.0000
Chambers 4 - Redland LGB4	65251	0.0000
Chambers 4 - Riverside LGB6	65252	0.0000
Chambers 4 - Rialto LGB8	65253	0.0000
Chambers 4 - Sacramento SMF1	65254	0.0000
Chambers 4 - Eastvale DCA2	65255	0.0000
Chambers 4 - San Bernardino SNA7	65256	0.0000
Wonderful Huller & Shelling	65277	0.0000
Wonderful Lost Hills	65278	0.0000
20333 Normandie PV, LLC	65331	0.0000
Danell Bros Inc	65364	0.0000
Lincoln WWTF Hybrid	65382	0.0000
Bodega Avenue Solar LLC	65383	0.0000
Rancho Cordova Medical Offices	65384	0.0000
Antioch Central Utility Plant	65404	0.0000
Gilead Foster City Solar Project	65409	0.0000
Laredo Detention Facility - Solar 2, 3	65464	0.0000
Google Moffett Park Solar Project	65568	0.0000
Gilead Sciences La Verne Rooftop Solar	65569	0.0000
BBARWA	65617	0.0000

Niagara Bottling - Rialto	65652	0.0000
Canal Energy S23, LLC	65740	0.0000
State-Fuel Level Increment	99999	0.0000
Altwind 1 - Altwind 1	P1	0.0000
Altwind 2 - Altwind 2	P2	0.0000
Altwind 3 - Altwind 3	P3	0.0000
Desert Winds I - Desert Winds I	P4	0.0000
Desert Winds II Pwr Purch Trst - Desert Winds II Pwr Purch Trst	P5	0.0000
Desert Winds III - Desert Winds III	P6	0.0000
San Gorgonio Altwind - San Gorgonio Altwind	P7	0.0000
San Gorgonio East - San Gorgonio East	P8	0.0000
1122-11423 Vanowen - FITS1042 - 11423 Vanowen St	P9	0.0000
1160-2645 La Cienega Ave - FITS1043 - 2645 LA CIENEGA	P10	0.0000
1254-10261 Glenoaks Blvd - FITS1039 - 10261 Glenoaks Blvd	P11	0.0000
1425-12360 Foothill Blvd - FITS1041 - 12360 FOOTHILL BL	P12	0.0000
14539 Blythe Solar PV - FITS1011 - 14539 Blythe St	P13	0.0000
21717 Nordhoff - FiTS1007 - 21717 Nordhoff St	P14	0.0000
8011-658 Venice Blvd. - FITS 1044 658 Venice Blvd	P15	0.0000
Bathke Broadway Properties - FiTS1001 - 2515 S Broadway	P16	0.0000
Capelin Distribution Center - FiTS1006 - 20000 S Western Ave	P17	0.0000
Cathay LA - Solar Project - FiTS1021 - 1501 N Main	P18	0.0000
Chatsmouth Solar Project 1 - FiTS1002 - 9640 Owensmouth	P19	0.0000
DS2 Solar FiT Project - FiTS1089 - 1115-1129 S Boyle Avenue	P20	0.0000
DS3 Solar FiT Project - FiTS1090 - 1103-1109 S Boyle Avenue	P21	0.0000
Figueroa & Ave 61 Center - FiTS1028 - 6100 North Figueroa St	P22	0.0000
FITS1017 - 11115 Laurel Canyon Blvd - FITS1017 - 11115 Laurel Canyon Blvd	P23	0.0000

Harbor Regional Park Ground Mount Solar Array - FITS1085 - 1581 West L Street	P24	0.0000
KSI Solar Whiteman - FITS1019 - 10500 Airpark Way	P25	0.0000
LAX Logistic Industrial Center - FiTD1012 - 5343/5353 Imperial Hwy	P26	0.0000
Layline Distribution Center - FiTS1003 - 1000 W Francisco St	P27	0.0000
Mastercraft 96.64kW Solar PV - FITS1020 - 7463 Varna	P28	0.0000
M-C Investments 4558 Brazil - FITS1065-4558 Brazil	P29	0.0000
North Figueroa & Ave. 58-59 Center - FITS1071-5801 N. Figueroa	P30	0.0000
Oxen Solar I - FiTD1019 - 11313 Oxnard St.	P31	0.0000
Prairie Solar I - FiTS1025 - 20001 W Prairie	P32	0.0000
Prairie Solar II - FiTS1026 - 19809 W Prairie	P33	0.0000
Saf Keep Melrose - FITS1016 - 4996 Melrose Ave	P34	0.0000
Saf Keep San Fernando - FITS1008 - 2840 San Fernando Rd	P35	0.0000
Shri Ji Ram Solar FIT Project - FITS1047 - 1933 W 60TH ST	P36	0.0000
SOL #1235 LOS ANGELES - FITS1040 - 6005/6033 S CENTRAL AV	P37	0.0000
Sunstarter Solar CXVI - FiTS1027 - 3650 E Olympic Blvd	P38	0.0000
Tangen Building - FITS1009 - 11205 S Broadway Place	P39	0.0000
Van Nuys Air - Hannah Solar - FiTD1011 - 7855 Hayvenhurst Ave	P40	0.0000
Aeroplex - FITS1100 - 16143 Waterman Dr	P41	0.0000
Aeroplex 2 - FITS1099 - 7943 -7949 Woodley Ave	P42	0.0000
Flight Building 1 - FITS1049 - 16665 16667 Arminta St	P43	0.0000
Flight Building 6 - FITS1054 - 16543 16545 Arminta St	P44	0.0000
Flight Building 7 - FITS1055 - 7901 7915 7929 Ruffner Ave	P45	0.0000
Flight Building 8 - FITS1056 - 16638 Arminta St	P46	0.0000
Flight Building 10 - FITS1058 - 16604 16608 Arminta St	P47	0.0000

Van Nuys Air - 16620 Stagg St - FITS1048 - 16620 Stagg St	P48	0.0000
Flight Building 2	P49	0.0000
Flight Building 3 - FITS1051 - 16637 16639 Arminta St	P50	0.0000
Flight Building 4 - FITS1052 - 16625 Arminta St	P51	0.0000
Flight Building 5 - FITS1053 - 16611 16615 Arminta St	P52	0.0000
Foothill - FITS1087 - 7061 Foothill Blvd	P53	0.0000
13207 Bradley Avenue - FITS1098 - 13207 Bradley Avenue	P54	0.0000
Flight Building 11 - FITS1059 - 16554 16556 Arminta St	P55	0.0000
Flight Building 12 - FITS1060 - 16540 16542 Arminta St	P56	0.0000
Flight Building 13 - FITS1061 - 16508-16526 Arminta St	P57	0.0000
Sun Valley 2 - FITS1101 - 11063 Pendleton Ave	P58	0.0000
BJE Solar FiT Project II - FITS1083 - 12607 Sherman Way	P59	0.0000
Flight Building 9 - FITS1057 - 16626 Arminta St	P60	0.0000
Valley Solar 1 - FITS1094 - 9340 9400 Penfield Ave	P61	0.0000
Valley Solar 5 - FITS1093 - 9330 Winnetka Ave N	P62	0.0000
Valley Solar 6 - FITS1095 - 19840 19860 Nordhoff Pl	P63	0.0000
BJE Solar FiT Project - FITS1084 - 7230 Bellaire Avenue	P64	0.0000
WE Solar FiT Project - FITS1082 - 11308 Penrose St	P65	0.0000
US Customhouse - BP 14-011G - 300 S Ferry St	P66	0.0000
Berths 153 154-155 - BP14-009F - 804 S Pier A St	P67	0.0000
Ardagh Cannery Building 8 - BP14-011D 936 S Barracuda St	P68	0.0000
Napa FiT - FITS1073 - 16901-16915 Napa St	P69	0.0000
Flight Building 14 - FITS1062 - 7861 Ruffner Avenue 16710 Stagg St	P70	0.0000

Woodman and Nordhoff Center - FITS1067 - 9011-9079 Woodman Ave	P71	0.0000
De Soto - FITS1103 - 9401 De Soto Ave	P72	0.0000
LA Convention Center Carport Solar	P73	0.0000
Main St - General Service HQ - Bldg 13 Rooftop Solar	P74	0.0000
Metro Center - Parking Garage Rooftop Solar	P75	0.0000
Owens Dry Lake Solar Demonstration - Owens Lake Solar Demo	P76	0.0000
Valley Generating Station - Admin Bldg Canopy Solar	P77	0.0000
Harbor Generating Station - HGS Warehouse Solar	P78	0.0000
Solar Rooftops Program - Group 1	P79	0.0000
Haiwee Power Plant - Haiwee Power Plant HA11	P80	0.0000
Haiwee Power Plant - Haiwee Power Plant HA12	P81	0.0000
AT&T Park Solar Arrays	P82	0.0000
SF Service Center Solar Array 1	P83	0.0000
SF Service Center Solar Array 2	P84	0.0000
CHARCOAL RAVINE	P85	0.0000
HAT CREEK HEREFORD RANCH	P86	0.0000
JAMES B. PETER	P87	0.0000
JAMES CRANE HYDRO	P88	0.0000
JOHN NEERHOUT JR.	P89	0.0000
KINGS RIVER HYDRO CO.	P90	0.0000
LOFTON RANCH	P91	0.0000
ORANGE COVE IRRIGATION DIST.	P92	0.0000
ROCK CREEK WATER DISTRICT	P93	0.0000
SCHAADS HYDRO	P94	0.0000
SWISS AMERICA	P95	0.0000
2103 HILL PRISTINE SUN LLC	P96	0.0000
2105 HART (Oroville Solar)	P97	0.0000
2154 Foote (Oroville Solar)	P98	0.0000
AMERICAN ENERGY, INC. (SAN LUIS BYPASS)	P99	0.0000
AMERICAN ENERGY, INC. (WOLFSEN BYPASS)	P100	0.0000
APEX 646-460	P101	0.0000
BROWNS VALLEY IRRIGATION DISTRICT	P102	0.0000
BUCKEYE HYDROELECTRIC PROJECT	P103	0.0000
CALAVERAS PUBLIC UTILITY DISTRICT #1	P104	0.0000

CALAVERAS PUBLIC UTILITY DISTRICT #2	P105	0.0000
CALAVERAS PUBLIC UTILITY DISTRICT #3	P106	0.0000
DIGGER CREEK RANCH	P107	0.0000
Goose Valley Hydro (SB32)	P108	0.0000
GreenLight- Peacock Solar Project	P109	0.0000
JACKSON VALLEY IRRIGATION DIST	P110	0.0000
Lassen Station Hydro	P111	0.0000
MADERA CANAL (1174 + 84)	P112	0.0000
Madera Canal (1923)	P113	0.0000
MADERA CANAL STATION 1302	P114	0.0000
Mathew's Dam Hydro	P115	0.0000
MCFADDEN HYDROELECTRIC FACILITY	P116	0.0000
Mill Sulphur Creek Project	P117	0.0000
NEVADA IRRIGATION DISTRICT NORTH COMBIE	P118	0.0000
PCWA – Lincoln Metering and Hydroelectric Station	P119	0.0000
Pristine Sun- 2192 Ramirez	P120	0.0000
Pristine Sun Alvares 2041	P121	0.0000
Pristine Sun Buzzelle	P122	0.0000
Pristine Sun Christensen	P123	0.0000
Pristine Sun Cotton 2096	P124	0.0000
PRISTINE SUN FITZJARRELL	P125	0.0000
Pristine Sun Jardine	P126	0.0000
PRISTINE SUN JARVIS	P127	0.0000
Pristine Sun Rogers	P128	0.0000
Pristine Sun Scherz	P129	0.0000
Pristine Sun Smotherman	P130	0.0000
Pristine Sun Stroing	P131	0.0000
Termoelectrica de Mexicali (MEX)	P132	0.3900
Salmon Creek Hydroelectric Project	P133	0.0000
Townsite Solar	P134	0.0000
SHAMROCK UTILITIES (CEDAR FLAT)	P135	0.0000
SHAMROCK UTILITIES (CLOVER LEAF)	P136	0.0000
SIERRA GREEN ENERGY	P137	0.0000
SILVER SPRINGS	P138	0.0000
Sirius Solar	P139	0.0000
TUNNEL HILL HYDROELECTRIC PROJECT	P140	0.0000
Twin Valley Hydro	P141	0.0000
Water Wheel Ranch	P142	0.0000
YUBA COUNTY WATER AGENCY (Mini Hydro)	P143	0.0000
GRASSHOPPER FLAT	P144	0.0000
Sutter's Mill	P145	0.0000

Hayward Paul Luckey	P146	0.0000
J Bar 9 Ranch, Inc. (LU)	P147	0.0000
West Side	P148	0.0000
Cape Scott Wind	P149	0.0000
Dokie Wind	P150	0.0000
Meikle Wind	P151	0.0000
Moose Lake Wind	P152	0.0000
Pennask Wind Farm	P153	0.0000
Quality Wind	P154	0.0000
FIT - McClellan Park	P155	0.0000
Sutter's Landing Solar	P156	0.0000
SMUD PV - Hedge Substation PV Plant (Hedge units 1-4)	P157	0.0000
Cal Expo	P158	0.0000
Utility Operations Center	P159	0.0000
Shinish Creek Wind Farm	P160	0.0000
TerraGen Mojave Wind Farms, LLC - Morwind	P161	0.0000
CITY OF WATSONVILLE	P162	1.1072
BLAKE'S LANDING FARMS, INC. (Biogas)	P163	1.1072
Clover Flat LFG	P164	1.1072
OPEN SKY DAIRY DIGESTER #2	P165	1.1072
SAN LUIS OBISPO AD (aka HZIU Kompogas)	P166	1.1072
VERWEY MADERA DAIRY DIGESTER 2 (NEW)	P167	1.1072
ABEC Bidart-Stockdale LLC	P168	1.1072
Still Water Power	P169	1.1072
Van Warmerdam Dairy Digester	P170	1.1072
New Hope Dairy Digester	P171	1.1072
Van Steyn	P172	1.1072
Fiscalini Farms	P173	1.1072
1080 CHESTNUT CORP.	P174	0.3944
AIRPORT CLUB	P175	0.3944
ARDEN WOOD BENEVOLENT ASSOC.	P176	0.3944
CITY OF WATSONVILLE	P177	0.3944
GREATER VALLEJO RECREATION DISTRICT	P178	0.3944
HAYWARD AREA REC & PARK DIST.	P179	0.3944
NIHONMACHI TERRACE	P180	0.3944
ORINDA SENIOR VILLAGE	P181	0.3944
SATELLITE SENIOR HOMES	P182	0.3944
UC Davis Medical Center	P183	0.3944
Elk Grove Milling	P184	0.3944

GFP Ethanol, LLC dba Calgren Renew Fuels (Pixley Cogen Partners, LLC)	P185	0.3944
Techni-Cast Corp	P186	0.3944
Aligned Microgrid	P187	0.8023
La Joya Wind	P188	0.0000
PacifiCorp - MJRP (TWO)	P190	0.0000
Red Cloud Wind	P193	0.0000
La Rosita Power Project (MEX)	P194	0.4203
MCAS Yuma Microgrid MCGX02	P195	0.8023
Stotz Southern Generation	P197	0.6372
Energía Sierra Juárez Wind 2 (MEX)	P198	0.0000
26-foot Drop Small Hydro	P199	0.0000
Blackspring Ridge 1A Wind Project (CAN)	P200	0.0000
Blackspring Ridge 1B Wind Project (CAN)	P201	0.0000
Bridge River 1 Hydroelectric Generation Facility (CAN)	P202	0.0000
Bridge River 2 Hydroelectric Generation Facility (CAN)	P203	0.0000
Cheakamus Hydroelectric Generation Facility (CAN)	P204	0.0000
Energía Sierra Juárez Wind Farm (MEX)	P205	0.0000
G.M. Shrum Hydroelectric Generation Facility (CAN)	P206	0.0000
Grand View 5 East	P207	0.0000
Halkirk I Wind Project (CAN)	P208	0.0000
Kootenay Canal Hydroelectric Generation Facility (CAN)	P209	0.0000
Mica Hydroelectric Generation Facility (CAN)	P210	0.0000
Peace Canyon Hydroelectric Generation Facility (CAN)	P211	0.0000
Revelstoke Hydroelectric Generation Facility (CAN)	P212	0.0000
Seven Mile Hydroelectric Generation Facility (CAN)	P213	0.0000
Utility Built Solar (LADWP)	P214	0.0000
FIT Solar	P215	0.0000
IP Malbec	P216	0.0000
Geo Solar 1 - Clearlake	P217	0.0000
Geo Solar 2- Middletown	P218	0.0000
BART Antioch Station JB-94525154	P219	0.0000
BART Lafayette Station JB-94525155	P220	0.0000
BART Warm Springs Station JB-94512464	P221	0.0000
City of Rancho Cucamonga - City Hall	P222	0.0000

City of Rancho Cucamonga - Animal Center Shelter	P223	0.0000
City of Rancho Cucamonga - Epicenter	P224	0.0000
Penitencia Water Treatment Plant PV	P225	0.0000
Santa Teresa Water Treatment Plant PV	P226	0.0000
Sonoma Valley Treatment Plant PV	P227	0.0000
275 Cambridge Ave. Parking Garage - 275 Cambridge Garage	P228	0.0000
445 Bryant St. Parking Garage - 445 Bryant St. Parking Garage	P229	0.0000
475 Cambridge Ave. Parking Garage - 475 Cambridge Garage	P230	0.0000
520 Webster St. Parking Garage - 520 Webster St. Parking Garage	P231	0.0000
Unitarian Universalist Church of Palo Alto - UUCPA	P232	0.0000
NR Grower Direct Nut	P233	0.0000
NR Pohl and Holmes Inc	P234	0.0000
Parking Structure (Main Office) - Turlock Solar Photovoltaic Project	P235	0.0000
Mega Hydro #1 (Clover Creek)	P236	0.0000
Lois Lake Dam (Powell River Hydro)	P237	0.0000
Coyote Springs I	P238	0.3413
Hood Street Reservoir Project [Hydro]	P239	0.0000
Two Fiets - Van Beek Brothers Dairy Digester	P240	1.1072
Glendale Community College - Glen Solar 1 - Solar Parking Roof	P241	0.0000
Rooftop Solar - City of Pittsburg	P242	0.0000
Central Marin Sanitation Agency - CMSA Renewable Energy Expansion	P243	1.1072
Cost Plus Plaza	P244	0.0000
DRES Quarry 1	P245	0.0000
DRES Quarry 2.4 - DRES Quarry 2.4	P246	0.0000
Fairfield Power Plant (Papazian) - Fairfield Power Plant (Papazian)	P247	0.0000
Freethy Industrial Park Unit #1	P248	0.0000
Freethy Industrial Park Unit #2	P249	0.0000
Marin Carport - Buck Institute	P254	0.0000
San Rafael Airport	P255	0.0000
San Rafael Airport II	P256	0.0000
SWTC - Phase 2 - Small World Trading Co	P257	0.0000
City of Moreno Valley - City Hall Solar Carport	P258	0.0000

City of Colton - Gonzalez Community Center JB-9232227-00	P259	0.0000
City of Colton - Arbor Terrace JB-9231899-00	P260	0.0000
Jenny Strand Solar Park	P261	0.0000
Santa Clara-Tioga Canopy	P262	0.0000
Ameresco Santa Clara	P263	1.1072
City of Oceanside (San Francisco Peak Hydro)	P264	0.0000
Olivenhain Municipal Water District	P265	0.0000
SDG&E-owned PV system at Del Sur Elementary School	P266	0.0000
SDG&E-Owned PV System at Hunter Industries, Inc	P267	0.0000
SDG&E owned PV Facility at Pacific Station	P268	0.0000
SDG&E- owned PV system at Sanford-burnham Medical Research Institute I	P269	0.0000
SDG&E-Owned PV System at the Towers at Bressi Ranch	P270	0.0000
SDG&E owned PV Facility at Wilco Investments	P271	0.0000
SFO International Airport - SFO International Airport A	P272	0.0000
SFPUC Southeastern Plant - SFPUC Southeastern Plant Solar	P273	0.0000
North Point DPW Water Pollution Control Facility - North Point - DPW	P274	0.0000
Moscone Center - Moscone Esplanade A	P275	0.0000
Moscone Center - Moscone Esplanade B	P276	0.0000
Moscone Center - Moscone South Lobby	P277	0.0000
City Distribution Division - CDD	P278	0.0000
Maxine Hall - Maxine Hall	P279	0.0000
Chinatown Library - Chinatown Library	P280	0.0000
Muni Woods Motor Coach Facility - Muni Woods	P281	0.0000
Chinatown Public Health - Chinatown Public Health	P282	0.0000
Alvarado Elementary School - Alvarado Solar	P283	0.0000
San Francisco Public Utilities Commission - HQ - 525 Golden Gate - Headquarters	P284	0.0000
Davies Symphony Hall - Davies Symphony Hall	P285	0.0000

North Beach Library Solar - North Beach Library Solar	P286	0.0000
700 Pennsylvania Ave. - 700 Pennsylvania Ave.	P287	0.0000
Downtown High School-SFUSD - Downtown HS-San Francisco Unified School District	P288	0.0000
Thurgood Marshall HS-San Francisco Unified School - Thurgood Marshall High School-SFUSD	P289	0.0000
San Francisco City Hall - San Francisco City Hall	P290	0.0000
Cesar Chavez Elementary School SFUSD - Cesar Chavez Elementary School SFUSD	P291	0.0000
San Francisco Unified School District - Burton High School	P292	0.0000
San Francisco Unified School District - Starr King Elementary School	P293	0.0000
Valley Pumping Plant	P294	0.0000
Burbank #3 Flare	P295	1.1072
IKEA Solar	P296	0.0000
Burbank 1	P297	0.0000
Burbank 2	P298	0.0000
Burbank 3	P299	0.0000
Burbank 4	P300	0.0000
Burbank 5	P301	0.0000
Dutch Energy	P302	0.0000
Desert Winds II Pwr Purch Trst	P303	0.0000
SunE Solar XVI Lessor, LLC - SunE - Pico Rivera	P304	0.0000
Marinos Ventures LLC	P305	0.0000
Master Development - Corona, CA (1351 Railroad) - Master Development - Corona, CA (1351 Railroad)	P306	0.0000
San Dimas Technology and Development Center - San Dimas Technology and Development Center	P307	0.0000
Caliente - II - Caliente - II	P308	0.0000
Walnut Valley Water District - Walnut Valley Water District	P309	0.0000
Fulton Road - Three Valleys MWD (Fulton Road)	P310	0.0000
Williams - Three Valleys MWD (Williams)	P311	0.0000
Santa Rosa - Calleguas MWD - Unit 3	P312	0.0000

Snow Creek - Desert Water Agency (Snow Creek)	P313	0.0000
Goleta Water District - Goleta Water District	P314	0.0000
City of Santa Barbara - Gibraltar Conduit Hydroelectric Plant	P315	0.0000
White Mountain Ranch LLC - White Mountain Ranch LLC	P316	0.0000
Conejo - Calleguas MWD - Unit 1	P317	0.0000
Monte Vista Water District - Monte Vista Water District	P318	0.0000
California Water Service Company - Palos Verdes Station 37	P319	0.0000
Deep Springs College - Deep Springs College	P320	0.0000
Camrosa County Water District - Camrosa County Water District	P321	0.0000
Unit 3 - Unit 3- San Bernardino MWD	P322	0.0000
Bishop Tungsten Development, LLC - Pine Creek Mill	P323	0.0000
Hi Head Hydro Incorporated - Hi Head Hydro Incorporated	P324	0.0000
Desert Power Company - Desert Power Company	P325	0.0000
Palm - San Bernardino MWD	P326	0.0000
Northwind - Wind Stream Operations, LLC - Northwind - Wind Stream Operations, LLC	P327	0.0000
One Miracle Property, LLC - One Miracle Property, LLC	P328	0.0000
Isabella Hydroelectric Project	P329	0.0000
Desert Winds II Pwr Purch Trst	P330	0.0000
Cameron Ridge II	P331	0.0000
Kirkwood Meadows Public Utility District Powerhouse	P332	0.8454
Anaheim Elementary School District - Betsy Ross Elementary School	P333	0.0000
Anaheim Elementary School District - Franklin Elementary School	P334	0.0000
Centralia School District - Centralia Elementary School	P335	0.0000
Centralia School District - Danbrook Elementary School	P336	0.0000

Magnolia School District - Dr. Jonas Salk Elementary School	P337	0.0000
Magnolia School District - Lord Baden-Powell Elementary School	P338	0.0000
Placentia Yorba Linda Unified School District - Esperanza High School	P339	0.0000
Savanna Unified School District - Cerritos Elementary School	P340	0.0000
Savanna Unified School District - Hansen Elementary School	P341	0.0000
Arbuckle Mountain Hydro, LLC.	P342	0.0000
Cox Station Micro-Hydroelectric Project	P343	0.0000
Southeast Health Center solar	P344	0.0000
Alta Wind VII	P345	0.0000
Alta Wind IX	P346	0.0000
City of Santa Ana	P347	0.0000
Lytle Creek	P348	0.0000
Mill Creek No. 1	P349	0.0000
Ontario No. 1	P350	0.0000
Ontario No. 2	P351	0.0000
Sierra	P352	0.0000
HDSI, LLC - Hudson High Desert Solar	P353	0.0000
Garlock Energy, LLC - Garlock Energy, LLC	P354	0.0000
IGS Valencia 3, LLC	P355	0.0000
Lake Herman Solar	P356	0.0000
Duran Mesa, LLC	P357	0.0000
RE Slate 1 LLC – Bart Phase	P358	0.0000
RE Slate 1 LLC – PWRPA Phase	P359	0.0000
RE Slate 1 LLC – Stanford Phase	P360	0.0000
RE Slate 1 LLC – CCCE Phase	P361	0.0000
RE Slate 1 LLC – SVCE Phase	P362	0.0000
Bodega Energy West	P363	0.0000
Petaluma Energy East	P364	0.0000
Redwood Coast Airport Microgrid	P365	0.0000
Point Wind 2	P366	0.0000
Cameron Ridge III	P367	0.0000
Clines Corners Wind Farm	P368	0.0000
Solar City - Gonzales Center (Dominion Solar)	P369	0.0000
Solar City - Arbor Terrace (Dominion Solar)	P370	0.0000
Pier 96 – Recycling Plant solar	P371	0.0000

San Francisco Police Academy Solar Carport	P372	0.0000
49 South Van Ness	P373	0.0000
Visitacion Valley Middle School Solar PV	P374	0.0000
Powell River Generation (Catalyst Paper) (CAN)	P375	1.5473
Opera House solar	P376	0.0000
Wister Solar	P377	0.0000

ASSET CONTROLLING SUPPLIER RESOURCE MIX CALCULATOR

Instructions: Enter total net specified procurement of ACS system resources into cell A8 or A23.
In Column E, the calculator will determine quantities of resource-specific net procurement for entry on Schedule 1.

Bonneville Power Administration				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
206,769		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar	0.00	0
		Wind		-
		Coal		-
		Large hydroelectric	0.84	173,502
		Natural gas		-
		Nuclear	0.11	22,582
		Other	0.01	1,603
		Unspecified Power	0.04	9,082

Tacoma Power				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
46,031		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-
		Coal		-
		Large hydroelectric	0.89	41,106
		Natural gas		-
		Nuclear	0.06	2,716
		Other		-
		Unspecified Power	0.05	2,209

**2022 POWER SOURCE DISCLOSURE ANNUAL REPORT
ATTESTATION FORM
For the Year Ending December 31, 2022
City of Roseville
Roseville**

I, David Siao, Electric Resources Planner, declare under penalty of perjury, that the information provided in this report is true and correct and that I, as an authorized agent of the City of Roseville, have authority to submit this report on the retail supplier's behalf. I further declare that all of the electricity claimed as specified purchases as shown in this report was sold once and only once to retail customers.

Name: David Siao

Representing (Retail Supplier): City of Roseville (Roseville Electric)

Signature: _____

Dated: _____

Executed at: 2090 Hilltop Circle, Roseville, CA 95747

2022 POWER SOURCE DISCLOSURE ANNUAL REPORT

For the Year Ending December 31, 2022

Retail suppliers are required to use the posted template and are not allowed to make edits to this format. Please complete all requested information.

GENERAL INSTRUCTIONS

RETAIL SUPPLIER NAME	
City of Roseville	
ELECTRICITY PORTFOLIO NAME	
Roseville Community Solar	
CONTACT INFORMATION	
NAME	David Siao
TITLE	Electric Resources Planner
MAILING ADDRESS	2090 Hilltop Circle
CITY, STATE, ZIP	Roseville, CA 95747
PHONE	916-746-1613
EMAIL	dsiao@roseville.ca.us
WEBSITE URL FOR PCL POSTING	https://www.roseville.ca.us/government/departments/electric_utility/about_us/reports_publications/power_content_label

Submit the Annual Report and signed Attestation in PDF format with the Excel version of the Annual Report to PSDprogram@energy.ca.gov. Remember to complete the Retail Supplier Name, Electricity Portfolio Name, and contact information above, and submit separate reports and attestations for each additional portfolio if multiple were offered in the previous year.

NOTE: Information submitted in this report is not automatically held confidential. If your company wishes the information submitted to be considered confidential an authorized representative must submit an application for confidential designation (CEC-13), which can be found on the California Energy Commissions's website at <https://www.energy.ca.gov/about/divisions-and-offices/chief-counsels-office>.

If you have questions, contact Power Source Disclosure (PSD) staff at PSDprogram@energy.ca.gov or (916) 639-0573.

INTRODUCTION

Retail suppliers are required to submit separate Annual Reports for each electricity portfolio offered to California retail consumers in the previous calendar year. Enter the Retail Supplier Name and Electricity Portfolio Name at the top of Schedule 1, Schedule 2, Schedule 3, and the Attestation.

A complete Annual Report includes the following tabs:

PSD Intro
Instructions
Schedule 1 - Procurements and Retail Sales
Schedule 2 - Retired Unbundled Renewable Energy Credits (RECs)
Schedule 3 - Annual Power Content Label Data
GHG Emissions Factors
Asset-Controlling Supplier (ACS) Procurement Calculator
PSD Attestation

INSTRUCTIONS

Schedule 1: Procurements and Retail Sales

Retail suppliers of electricity must complete this schedule by entering information about all power procurements and generation that served the identified electricity portfolio covered in this filing in the prior year. The schedule is divided into sections: directly delivered renewables, firmed-and-shaped imports, specified non-renewables, and procurements from ACSs. Insert additional rows as needed to report all procurements or generation serving the subject product. Provide the annual retail sales for the subject product in the appropriate space. At the bottom of Schedule 1, provide the retail suppliers' other electricity end-uses that are not retail sales, such as transmission and distribution losses. Retail suppliers shall submit a purchase agreement or ownership arrangement documentation substantiating that any eligible firmed-and-shaped product for which it is claiming an exclusion was executed prior to January 1, 2019. **Any retail supplier that offered multiple electricity portfolios in the prior year must submit separate Annual Reports for each portfolio offered.**

Specified Purchases: A Specified Purchase refers to a transaction in which electricity is traceable to specific generating facilities by any auditable contract trail or equivalent, such as a tradable commodity system, that provides commercial verification that the electricity claimed has been sold once and only once to retail consumers. Do not enter data in the grey fields. For specified purchases, include enter following information for each line item:

Facility Name - Provide the name used to identify the facility.

Fuel Type - Provide the resource type (solar, natural gas, etc.) that this facility uses to generate electricity.

Location - Provide the state or province in which the facility is located.

Identification Numbers - Provide all applicable identification numbers from the Western Renewable Energy Generation Information System (WREGIS), the Energy Information Agency (EIA), and the California Renewables Portfolio Standard (RPS).

Gross Megawatt Hours Procured - Provide the quantity of electricity procured in MWh from the generating facility.

Megawatt Hours Resold - Provide the quantity of electricity resold at wholesale.

Unspecified Power: Unspecified Power refers to electricity that is not traceable to specific generation sources by any auditable contract trail or equivalent, or to power purchases from a transaction that expressly transferred energy only and not the RECs associated from a facility. **Do not enter procurements of unspecified power.** The schedule will calculate unspecified power procurements automatically.

Schedule 2: Retired Unbundled RECs

Complete this schedule by entering information about unbundled REC retirements in the previous calendar year.

Schedule 3: Annual Power Content Label Data

This schedule is provided as an automated worksheet that uses the information from Schedule 1 to calculate the power content and GHG emissions intensity for each electricity portfolio. The percentages calculated on this worksheet should be used for your Power Content Label.

ACS Resource Mix Calculator

Retail suppliers may report specified purchases from ACS system power if the ACS provided its fuel mix of its specified system mix to the Energy Commission. Use the calculator to determine the resource-specific procurement quantities, and transfer them to Schedule 1.

GHG Emissions Factors

This tab will be displayed for informational purposes only; it will not be used by reporting entities, since the emissions factors below auto-populate in the relevant fields on Schedules 1 & 3.

Attestation

This template provides the attestation that must be submitted with the Annual Report to the Energy Commission, stating that the information contained in the applicable schedules is correct and that the power has been sold once and only once to retail consumers. This attestation must be included in the package that is transmitted to the Energy Commission. Please provide the complete Annual Report in Excel format and the complete Annual Report with signed attestation in PDF format as well.

Retail Sales (MWh)	1,821
Net Specified Procurement (MWh)	1,821
Unspecified Power (MWh)	-
Procurement to be adjusted	-
Net Specified Natural Gas	-
Net Specified Coal & Other Fossil Fuels	-
Net Specified Nuclear, Large Hydro, Renewables, and ACS Power	1,821
GHG Emissions (excludes grandfathered emissions)	0
GHG Emissions Intensity (in MT CO ₂ -e/MWh)	0.0000

[illegible]

[illegible]

2022 POWER SOURCE DISCLOSURE ANNUAL REPORT
SCHEDULE 3: POWER CONTENT LABEL DATA
For the Year Ending December 31, 2022
City of Roseville
Roseville Community Solar

Instructions: No data input is needed on this schedule. Retail suppliers should use these auto-populated calculations to fill out their Power Content Labels.

	Adjusted Net Procured (MWh)	Percent of Total Retail Sales
Renewable Procurements	1,821	100.0%
Biomass & Biowaste	-	0.0%
Geothermal	-	0.0%
Eligible Hydroelectric	-	0.0%
Solar	1,821	100.0%
Wind	-	0.0%
Coal	-	0.0%
Large Hydroelectric	-	0.0%
Natural gas	-	0.0%
Nuclear	-	0.0%
Other	-	0.0%
Unspecified Power	-	0.0%
Total	1,821	100.0%

Total Retail Sales (MWh)	1,821
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GHG Emissions Intensity (converted to lbs CO₂e/MWh)	-
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Percentage of Retail Sales Covered by Retired Unbundled RECs	0.0%
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INDEX OF GENERATOR-SPECIFIC GHG EMISSIONS FACTORS

Instructions: This tab is for informational purposes only; it will not be used by reporting entities, since the emissions factors below auto-populate in the relevant fields on Schedules 1 & 3.

Facility Name	EIA ID or Proxy ID	GHG Emissions Factor (in MT CO ₂ e/MWh)
Bonneville Power Administration (Asset-Controlling Supplier)	BPA	0.0160
Tacoma Power (Asset-Controlling Supplier)	Tacoma Power	0.0203
Unspecified Power	Unspecified Power	0.4280
AES Alamos, LLC	315	0.4256
AES Huntington Beach, LLC	335	0.3698
AES Redondo Beach LLC	356	0.8113
Air Products Wilmington Hydrogen Plant	55557	4.2266
Algonquin Power Sanger, LLC	57564	0.3745
Los Angeles Refinery (LAR)	50216	0.8337
Los Angeles Refinery (LAR)	50530	0.8337
Calciner	10601	1.1010
Badger Creek Limited	10650	0.4960
Bear Mountain Limited	10649	0.4762
Blythe Energy	55295	0.4178
Braun Medical Inc	50200	0.4714
California State University, Channel Islands	50851	1.1934
CP Kelco San Diego	52147	0.5651
CalEnergy Operating Corporation - J J Elmore - Geothermal	10634	0.0253
CalEnergy Operating Corporation - J M Leathers - Geothermal	10631	0.0801
CalEnergy Operating Corporation - Region 1 - Geothermal	10878	0.0803
CalEnergy Operating Corporation - Region 1 - Geothermal	10879	0.0803
CalEnergy Operating Corporation - Region 1 - Geothermal	10759	0.0803

CalEnergy Operating Corporation - Region 1 - Geothermal	54996	0.0803
CalEnergy Operating Corporation - Region 1 - Geothermal	55983	0.0803
CalEnergy Operating Corporation - Region 2 - Geothermal	55984	0.0765
CalEnergy Operating Corporation - Region 2 - Geothermal	10632	0.0765
CalEnergy Operating Corporation - Region 2 - Geothermal	50210	0.0765
Midway Peaking, LLC	56639	0.6243
CalPeak Power - Enterprise	55513	0.5715
California Institute of Technology (CalTech)	10262	0.2590
California Power Holdings, LLC-Chowchilla Facility, 95360	56185	0.5379
California Power Holdings, LLC-Red Bluff Facility, 96080	56184	0.5279
California State University, San Diego	50061	0.4276
California State University, San Jose	10548	0.5671
Calpine - CCFC Sutter Energy, LLC	55112	0.3875
Calpine - Delta Energy Center, LLC	55333	0.3881
Calpine - Aidlin Geothermal Power Plant	52158	0.0366
Calpine - Geysers Unit 5-20	286	0.0366
Calpine - Sonoma California Geothermal	510	0.0366
Calpine - Calistoga Power Plant	50066	0.0366
Calpine - Gilroy Cogen, L.P., Gilroy Cogen_Peaker	55810	0.5401
Calpine - Gilroy Cogen, L.P., Gilroy Cogen_Peaker	10034	0.5401
ProEnergy - Greenleaf Energy Unit 2, LLC	10349	0.4224
Calpine - King City Cogen, LLC, King City Cogen_Peaker	10294	0.4866
Calpine - King City Cogen, LLC, King City Cogen_Peaker	55811	0.4866
Calpine - Los Esteros Critical Energy Facility, LLC	55748	0.4494
Calpine - Los Medanos Energy Center, LLC	55217	0.3508
Calpine - Metcalf Energy Center, LLC	55393	0.3926
Calpine - Otay Mesa Energy Center	55345	0.3837
Calpine - Pastoria Energy Facility L.L.C.	55656	0.3759
Carson Hybrid Energy Storage LLC	10169	0.4949
Central Contra Costa Sanitary District	57573	1.2818

Chevron Products Company - El Segundo Refinery, 90245	10213	2.5664
Chevron Products Company - Richmond Refinery, 94802	52109	1.5364
Los Angeles International Airport (LAX)	58258	0.2690
Phillips 66 Company - San Francisco Refinery	50119	0.7057
Phillips 66 Company - San Francisco Carbon Plant	50388	1.5929
Phillips 66 Company - Los Angeles Refinery - Wilmington Plant	54451	1.5476
Phillips 66 Company - Santa Maria Refinery	56284	149.1567
Coso Energy Developers (BLM E&W) - Geothermal	10875	0.3988
Coso Finance Partners (Navy I) - Geothermal	10873	0.1546
Coso Power Developers (Navy II) - Geothermal	10874	0.3808
Covanta - Stanislaus, Inc	50632	1.8844
Crockett Cogeneration Project, LP	55084	0.3333
Grade 6 Oil, LLC	54410	0.6806
Double C Limited	50493	0.5481
Moss Land Power Plant	260	0.3737
E.F. Oxnard LLC	10776	0.5729
City of Colton - Generation	55951	0.6090
Torrance Refinery	50624	7.0640
Frito Lay - Kern Plant	10110	1.0093
Hanford Energy Park Peaker	55698	0.5626
Henrietta Peaker Plant	55807	0.5434
Goal Line LP, 92025	54749	0.4367
Grayson Power Plant	377	0.7678
High Desert Power Project, LLC	55518	0.4042
High Sierra Limited	50495	0.5563
Imperial Irrigation District (IID), El Centro Generating Station	389	0.4654
Imperial Irrigation District (IID), Niland Gas Turbine Plant	56569	0.5325
New-Indy Oxnard LLC	57585	0.3063
KES Kingsburg L.P.--Kingsburg Cogeneration Facility	10405	0.5373
Kern Front Limited	50494	0.5311
Kern Oil Refinery	58100	4.3182
Kern River Cogeneration Facility	10496	0.3191

Kyocera International Inc.	10720	0.6514
La Paloma Generating Plant - GHG	55151	0.4156
Bridge Energy, LLC	56090	1.0528
Live Oak Limited	54768	0.4930
Lockheed Martin Corporation - Sunnyvale	57808	4.0700
Loma Linda University	10206	0.3856
Los Angeles Department of Water & Power- Harbor Generating Station (LADWP)	399	0.5382
Los Angeles Department of Water & Power- Haynes Generating Station (LADWP)	400	0.4047
Los Angeles Department of Water & Power- Scattergood Generating Station (LADWP)	404	0.3991
Los Angeles Department of Water & Power- Valley Generating Station (LADWP)	408	0.3841
Luz Solar Partners LTD VIII & IX	10444	0.0029
Luz Solar Partners LTD VIII & IX	10446	0.0029
MAGTFTC MCAGCC Twentynine Palms	58914	0.2615
MM Tajiguas Energy LLC	55603	1.1072
Malaga Power, LLC	56239	0.5537
Malburg Generating Station	56041	0.4344
Marathon Bay Area Cogen	10342	0.3174
McKittrick Limited	50612	0.4116
Midway-Sunset Cogeneration	52169	0.2292
Bonanza Power Plant	7790	0.9540
Centennial Hardin (MT)	55749	1.2989
Craig	6021	1.0185
Gunlock	7069	0.0000
Paris	830	0.0000
Sand Cove	3636	0.0000
Veyo	3635	0.0000
Viva Naughton	7050	0.0000
McClure	151	1.2102
Shaffer	59396	0.0000
Findlay Wind Farm	60015	0.0000
Cape Cod Air Force Station - 6 SWS	58661	0.0000
Little Bay	60495	0.0000
Washington White Post Solar LLC	58135	0.0000
Bluegrass Ridge	56555	0.0000
Heartland Community College	59776	0.0000
Normanskill Hydro Project	50123	0.0000

Echo Wind Park	58121	0.0000
Cummins, Inc	60453	0.0000
Ball Mountain Hydro	59040	0.0000
Gunsight Mountain Wind Energy LLC	56776	0.0000
Bridgewater	2719	0.0000
Richland Solar Center	59874	0.0000
Lewiston	977	0.0000
Graeagle	3247	0.0000
Difwind Farms Ltd V	54685	0.0000
Terra-Gen 251 Wind LLC	52161	0.0000
Mojave 5	52144	0.0000
Windpark Unlimited 1	10027	0.0000
Windpark Unlimited 2	60321	0.0000
Desert Wind Farm, LLC	59968	0.0000
Lost Hills Solar LLC	58712	0.0000
Cottage Street Solar Facility	58568	0.0000
Duke Building 98	59433	0.0000
Stone Drop	499	0.0000
Hamilton Branch	242	0.0000
Lime Saddle	255	0.0000
Foote Creek II	55608	0.0000
Foote Creek III	55609	0.0000
Difwind Farms Ltd I	54681	0.0000
Difwind Farms Ltd II	54682	0.0000
Altech III	50485	0.0000
Hell Hole Powerhouse	763	0.0000
Dillard 4 LLC	57806	0.0000
Rancho Seco Solar	529	0.0000
John H Kerr	3833	0.0000
Crane Valley Powerhouse	230	0.0000
Victory Garden Phase IV LLC	52160	0.0000
MEBA	60496	0.0000
Gopher Creek Wind Farm	61417	0.0000
Borel	328	0.0000
Solar Photovoltaic Project #44	57540	0.0000
Sullivan County - Adult Care Solar	60817	0.0000
CNE at Cambridge MD	59842	0.0000
Georgia Power at Wadley GA	59843	0.0000
Munich Re Plaza	59844	0.0000
Cedar Creek	3255	0.0000
Tule River	289	0.0000
Windland	50386	0.0000
Inskip	248	0.0000
San Joaquin 3	277	0.0000

Animas	2465	0.0000
Leaburg	3068	0.0000
Drop 2 (WA)	6507	0.0000
Kern Canyon	7911	0.0000
Newhalem	9842	0.0000
Helzel & Schwarzhoff 88 Wind Farm	52165	0.0000
Swanmill Windfarm I	54650	0.0000
Kanaka	54653	0.0000
Foote Creek IV	55610	0.0000
Dutch Wind Energy	57301	0.0000
Flatirons Campus (FC)	57692	0.0000
DOE Golden NWTC Research Side Hybrid	57693	0.0000
DOE Golden NREL Main Campus	57694	0.0000
2555 E Olympic Bl	57871	0.0000
Eubank Landfill Solar Array	59393	0.0000
Panasonic Carport Solar Hybrid	61439	0.0000
Denver Metro Solar	61563	0.0000
Roseville Solar	62114	0.0000
Desert Star Hybrid	62965	0.0000
Highline	7224	0.0000
Beacon BESS 1	61431	0.0000
Southern Owens Valley Solar Ranch	57304	0.0000
Van Norman Bypass Solar Project	57307	0.0000
LATTC South Campus Solar	57312	0.0000
Foothill Solar Project	59799	0.0000
USPS FiT 1B - BP14-009B-7001 S Central	61251	0.0000
USPS FiT 2A - BP14-011A-7001 S Central	61252	0.0000
USPS FiT 2B - BP14-011B-7001 S Central	61253	0.0000
GE - Tehachapi	57566	0.0000
Modesto Irrigation District (MID) - Woodland Generation Station, 95351	7266	0.5037
Modesto Irrigation District - Ripon Generation Station, 95366	56135	0.6535
El Segundo Energy Center, LLC	57901	0.4724
Long Beach Generating Station	341	0.8993
OLS Energy Chino	50850	0.8423
New-Indy Ontario, LLC Linerboard Mill	10427	0.8818
Orange County Sanitation District - Plant 1	50696	0.5897
Ormat Nevada, Inc./ GEM 2 & 3 - Geothermal	54038	0.0000
Ormat Nevada, Inc./ GEM 2 & 3 - Geothermal	10763	0.0000
Ormond Beach Power, LLC	350	0.6569

PG&E Gateway Generating Station	56476	0.3999
PG&E Humboldt Bay Generating Station	246	0.4702
Panoche Energy Center, LLC	56803	0.5042
Pasadena Water and Power, Glenarm	422	0.6904
Pasadena Water and Power, Glenarm	420	0.6904
Qualcomm, Inc. - Morehouse Facility	59456	0.4174
Qualcomm, Inc. - Pacific Center Facility	59458	0.3107
Qualcomm, Inc. - Pacific Center Facility	59457	0.3107
Redding Electric Utility - Redding Power Generation	7307	0.4574
Eco Services - Dominguez	52064	2.8972
Eco Services - Martinez	52063	0.77316
Riverside Public Utilities - Riverside Energy Resource Center	56143	0.59997
SDG&E - Miramar Energy Facility	56232	0.55853
SDG&E - Palomar Energy Center	55985	0.38397
SRI International Cogen Project	50537	0.3424
Sacramento Municipal Utility District (SMUD) , Procter & Gamble Power Plant	7551	0.3987
Sacramento Municipal Utility District (SMUD) , Campbell Power Plant	7552	0.4449
Salinas River Cogeneration Facility	50865	0.3969
Searles Valley Minerals Inc.	10684	0.5032
Martinez Refining Company LLC	54912	2.5498
Silicon Valley Power (SVP), City of Santa Clara , Cogen	7232	0.6019
Silicon Valley Power (SVP), City of Santa Clara , DVR	56026	0.4378
Southeast Resource Recovery Facility (SERRF)	50837	1.8024
Southern California Edison (SCE) - Pebbly Beach	6704	0.8111
Southern California Edison (SCE) - Mountainview	358	0.4095
Spreckels Sugar Company, Inc.- Brawley	57916	0.3628
Sunrise Power Company	55182	0.3764
Sycamore Cogeneration Facility	50134	0.3397
Turlock Irrigation District (TID), Almond Power Plant	7315	0.5582
Turlock Irrigation District/ Walnut Energy Center	56078	0.4533
U.S. Borax, 93516	50115	0.4015
University of California, Irvine	57122	0.3086

University of California, Los Angeles, UCLA	52073	0.2729
University of California, San Diego, UCSD	57584	0.4349
University of California, San Francisco	58198	0.3440
University of California, Santa Cruz, UCSC EH&S Office	50064	0.4688
Valero Refining Company - California, Benicia Refinery and Benicia Asphalt Plant	55851	3.6165
Wildflower Energy, LP - Indigo Generation, LLC	55541	0.5696
Wildflower Energy, LP - Larkspur Energy Facility, LLC	55542	0.5461
Yuba City Cogeneration Partners LP	52186	0.4343
Harbor Cogeneration Company, LLC	50541	0.7740
San Jose/Santa Clara Regional Wastewater Facility	56080	0.4608
The P&G Paper Products Co.	50464	0.4029
AltaGas Ripon Energy Inc.	50299	0.5513
Canyon Power Project (CPP)	57027	0.5717
High Sierra Cogeneration	57977	0.3023
CalPeak Power - Border	55510	0.5790
SDG&E - Cuyamaca Peak Energy Plant	55512	0.6099
Tracy Combined Cycle Plant	55933	0.4518
Riverside Public Utilities - Clearwater Facility	56356	0.4716
Chevron AAPG 745 San Joaquin Basin	52086	0.9992
Chevron AAPG 745 San Joaquin Basin	52082	0.9992
Chevron AAPG 745 San Joaquin Basin	52076	0.9992
Chevron AAPG 745 San Joaquin Basin	52107	0.9992
Chevron AAPG 745 San Joaquin Basin	50751	0.9992
Chevron AAPG 745 San Joaquin Basin	52081	0.9992
Chevron AAPG 745 San Joaquin Basin	52085	0.9992
Chevron AAPG 745 San Joaquin Basin	52104	0.9992
California Resources Elk Hills, LLC - 35R Gas Plant	55400	0.6874
PG&E Colusa Generating Station	56532	0.3943
Aera Energy San Joaquin Basin	50750	2.5343
Aera Energy San Joaquin Basin	50752	2.5343
Aera Energy San Joaquin Basin	52077	2.5343
Aera Energy Coastal Basins	55184	6.9138
Southern California Edison (SCE) - Barre Peaker	56474	0.5415

Southern California Edison (SCE) - Center Hybrid	56475	0.5691
Southern California Edison (SCE) - Grapeland Hybrid	56472	0.5662
Southern California Edison (SCE) - Mira Loma Peaker	56473	0.5408
Roseville Electric, Roseville Energy Park	56298	0.4553
CalPeak Power - Panoche, LLC	55508	0.5887
CalPeak Power - Vaca Dixon, LLC	55499	0.5673
Calpine - Gilroy Energy Center, LLC, Feather River	55847	0.6043
Calpine - Gilroy Energy Center, LLC, Riverview Peaker	55963	0.5685
Naval Medical Center - San Diego	50963	0.7255
Orange Grove Energy Center	56914	0.5914
Northern California Power Agency - Geothermal Plant No. 1	7368	0.0471
Northern California Power Agency - Geothermal Plant No. 2	7369	0.0921
California Resources Production Corporation - 760 Los Angeles Basin	56051	0.7188
BWP/MPP Electricity Generating Facilities at 164 W. Magnolia	6013	0.4118
BWP/MPP Electricity Generating Facilities at 164 W. Magnolia	56077	0.4118
BWP/MPP Electricity Generating Facilities at 164 W. Magnolia	56046	0.4118
BWP/MPP Electricity Generating Facilities at 164 W. Magnolia	7987	0.4118
Escondido Energy Center, LLC	55538	0.5464
El Cajon Energy, LLC	57001	0.5860
Fresno Cogeneration Partners, LP	10156	0.6447
Chula Vista Energy Center	55540	0.8335
Sentinel Peak Resources - SJV Basin Facility	54447	3.1634
Sentinel Peak Resources - SJV Basin Facility	54449	3.1634
Signal Hill Petroleum Facilities	57702	1.1115
Berry Petroleum Company - San Joaquin Basin	50622	0.9362
Berry Petroleum Company - San Joaquin Basin	50170	0.9362
Mariposa Energy LLC	57483	0.5719
DG Fairhaven Power LLC	10052	1.1072

Richard J Donovan Correctional Facility	54936	1.1665
Marsh Landing Generating Station	57267	0.5925
Walnut Creek Energy, LLC	57515	0.5111
Sentinel Energy Center, LLC	57482	0.5186
Southern California Edison (SCE) - McGrath Peaker	56471	0.5293
Lodi Energy Center	57978	0.3814
Lodi Energy Center	7449	0.3814
Hudson Ranch Power I - Geothermal	57475	0.0663
Kaweah Delta Medical Center	10042	839.9853
Saint Agnes Medical Center	54800	0.2184
Glass House Camarillo, LLC	58432	0.5541
Hoag Memorial Hospital Presbyterian	58223	0.4167
Olive View Medical Center, Los Angeles County Department of Health Services	10884	0.3657
Rady Children's Hospital San Diego	10175	0.5215
Calpine - Russell City Energy Center	56467	0.4053
Ivanpah Solar Electric Generating System	57074	0.0999
Ivanpah Solar Electric Generating System	57073	0.0999
Ivanpah Solar Electric Generating System	57075	0.0999
GenPower Lincoln Landfill Power Plant	57988	1.2244
Delano Energy Center, LLC	58122	0.5809
Ormat Nevada, Inc. / ORNI 18 North Brawley - Geothermal	56832	0.5066
University of California, Berkeley	50849	0.3503
Calpine - Yuba City Energy Center (Gilroy Energy Center, LLC)	55813	0.5880
Sharp Grossmont Hospital	10115	0.5073
Pio Pico Energy Center	57555	0.5638
Revol Greens CA, LLC	61754	0.6463
Shadow Wolf Energy - Placerita	52096	0.3296
Hyperion Water Reclamation Plant	60960	0.2076
Carlsbad Energy Center Project	59002	0.5889
Equinix Great Oaks - Bloom Energy Servers	62702	0.3809
Equinix Great Oaks - Bloom Energy Servers	63704	0.3809
Equinix Great Oaks - Bloom Energy Servers	63708	0.3809
Equinix Great Oaks - Bloom Energy Servers	60223	0.3809
Stanton Energy Reliability Center	60698	0.5611
Calpine - Creed Energy Center, LLC	55625	0.6115

Calpine - Goose Haven Energy Center, Peaker	10350	0.5810
Ameresco Keller Canyon	56897	0.0028
Ameresco Half Moon Bay	56895	0.0028
Ameresco Santa Cruz	56428	0.0033
Ampersand Chowchilla Biomass, LLC, 93610	56706	0.0302
Brea Power Facility	58007	0.0029
Burney Forest Products	10652	0.0757
City of San Diego, Public Utilities Dept, Point Loma Treatment Plant	50492	0.0112
Collins Pine Co.	10661	0.0146
Woodland Biomass Power, LLC	10836	0.0354
East Bay Municipal Utility District	56036	0.0159
East Bay Municipal Utility District	57696	0.0159
Encina Water Pollution Control Facility	10026	0.2721
Energy 2001, Placer WRSL	57362	0.0056
G2 Energy Ostrom Road, LLC	57133	0.0030
Sycamore Energy LLC	10387	0.0060
HL Power Company	10777	0.0341
LACSD - Calabasas LF	57163	0.0043
LACSD - Joint Water Pollution Control Plant	10091	0.0563
LACSD - Puente Hills Landfill	10472	0.0031
MM Lopez Energy LLC	55161	0.0027
Miramar - MM and Miramar Energy	55094	0.0034
MM Prima Deshecha Energy LLC	55601	0.0031
MM West Covina LLC	54015	0.0050
MM Yolo Power LLC	54567	0.0034
Merced Power, LLC, 95340	56707	0.0317
Monterey Regional Waste Management District	10748	0.0027
Mt. Poso Cogeneration Company	54626	0.0346
Orange County Sanitation District - Plant 2	52099	0.0822
Pacific Ultrapower Chinese	50560	0.0287
Humboldt Sawmill Company	50049	0.0060
Rio Bravo Fresno	10767	0.0555
Rio Bravo Rocklin	10772	0.0520
Roseburg Forest Products	56469	0.0117
Sacramento Municipal Utility District (SMUD) , Carson Power Plant	7527	0.4242
Sacramento Municipal Utility District (SMUD) , Cosumnes Power Plant	55970	0.3669

Sierra Pacific Industries (SPI) - Burney	50110	0.0091
Sierra Pacific Industries (SPI) - Lincoln	10144	0.0123
Sierra Pacific Industries (SPI) - Quincy Division	50112	0.0627
Sonoma County Landfill Gas to Energy	55752	0.0037
Sonoma County Landfill Gas to Energy	55753	0.0037
Sonoma County Landfill Gas to Energy	55880	0.0037
Wadham Energy Ltd Partnership	50293	0.0214
Waste Management - Altamont Landfill	50571	0.0053
Shasta Sustainable Resource Management	50881	0.0283
Sierra Pacific Industries (SPI) - Anderson, 96007	59658	0.0106
Kiefer Landfill, Department of Waste Management and Recycling	55766	0.0057
Ameresco Chiquita Energy LLC	56898	0.0048
Sierra Pacific Industries (SPI) - Sonora	54517	0.0766
DTE Stockton, LLC	54238	0.0275
City of San Diego, Public Utilities Dept, North City Water Reclamation Plant	60571	0.0168
City of San Diego, Public Utilities Dept, North City Water Reclamation Plant	55602	0.0168
Sunshine Gas Producers, LLC	58429	0.0032
San Francisco Southeast Treatment Plant	57971	0.0304
Ameresco Vasco Road	58435	0.0028
Ameresco San Joaquin LLC	58436	0.0028
Ameresco Forward LLC	58437	0.0028
Bowerman Power LFG, LLC	59461	0.0030
Potrero Hills Energy Producers, LLC	59952	0.0023
Waste Management - Redwood Landfill, Inc.	59299	0.0031
Biomass One, L.P.	10869	0.0377
Clearwater Paper Corp. - Lewiston	50637	0.0470
Desert View Power [Biomass]	10300	0.0394
Kettle Falls Woodwaste Plant	550	0.0353
Longview Washington Pulp & Paper Mill	54562	0.0630
Rock Creek Dairy (New Energy One) [Digester Gas]	58142	0.0043
Seneca Sustainability Energy [Biomass]	57457	0.0206
Trans-Jordan Generating Station (Landfill Gas)	56853	0.0032
WestRock - Tacoma (fka Simpson Biomass)	57099	0.0411
Afton Generating Station	55210	0.4310

Agua Fria Generating Station	141	0.5883
American Falls Solar	60011	0.0000
American Falls Solar II	60012	0.0000
Apache Generating Station	160	0.7208
Apache Solar	60964	0.0000
Apex Generating Station	55514	0.3684
Aragonne Wind	56336	0.0000
Arlington Valley Energy Facility	55282	0.3978
Arlington Valley Solar II	57680	0.0000
Arlington Wind	56855	0.0000
Badger 1 [Solar]	58262	0.0000
Beaver	8073	0.5433
Bennett Mountain Power	55733	0.5927
Beowawe Power [Geothermal]	10287	0.0599
Big Horn II [Wind]	57319	0.0000
Big Horn PPM [Wind]	56361	0.0000
Big Sky Dairy Digester	57393	0.5963
Biglow Canyon Wind (Phase 1)	56485	0.0000
Biglow Canyon Wind (Phase 2)	56485	0.0000
Biglow Canyon Wind (Phase 3)	56485	0.0000
Blue Mountain Geothermal Project	56982	0.0000
Boundary Hydro	6433	0.0000
Box Canyon Dam (WA)	3891	0.0000
Broadview Energy JN [Wind]	60145	0.0000
Broadview Energy KW [Wind]	60152	0.0000
Brownlee [Hydro]	811	0.0000
Cabinet Gorge [Hydro]	833	0.0000
Caithness Shepherd's Flat - Horseshoe Bend [Wind]	57550	0.0000
Caithness Shepherd's Flat - North Hurlburt [Wind]	57526	0.0000
Caithness Shepherd's Flat - South Hurlburt [Wind]	57549	0.0000
Campbell Hill Wind	57090	0.0000
Carty Generating Station	58503	0.3933
Cedar Creek II [Wind]	57210	0.0000
Cedar Creek Wind	56371	0.0000
Cedar Point Wind	57315	0.0000
Chehalis	55662	0.4043
Chino Solar Valley	57560	0.0000
Cholla Power Station	113	1.2126
Chuck Lenzie Station	55322	0.4130
CJ Strike [Hydro]	812	0.0000
Clark Station	2322	0.5406

Colstrip	6076	1.0511
Coolidge Generation Station	56948	0.5633
Copper Mountain Solar 1 (CM10)	56944	0.0000
Copper Mountain Solar 2 (CMS2)	58017	0.0000
Copper Mountain Solar 3	58915	0.0000
Copper Mountain Solar 4 (CMS4)	59814	0.0000
Coronado Generating Station	6177	1.2200
Cotton Center Solar Hybrid	57561	0.0000
Cowiltz River Project (Mayfield & Mossyrock Dams)	3917	0.0000
Currant Creek	56102	0.4048
Cushman Hydro Project (No. 1 & No. 2 Dams)	3914	0.0000
Dave Johnston	4158	1.1409
Desert Basin Generating Station	55129	0.4201
Desert Star [Solar]	59444	0.0000
Desert Star Energy Center (fka Eldorado Energy)	55077	0.4242
Don A. Campbell (Phase 2) Geothermal	60419	0.0000
Don A. Campbell (Wild Rose) Geothermal	58533	0.0000
Dunlap I [Wind]	57299	0.0000
El Cabo Wind	58098	0.0000
Elkhorn Valley Wind	56623	0.0000
Eltopia Branch Canal 4.6 Hydro	56696	0.0000
Encogen Generating Station	7870	0.4817
Evander Andrews Power Complex	7953	0.5877
Ferndale Generating Station	54537	0.4185
Foothills Solar	57997	0.0000
Fort Churchill Station	2330	0.6310
Four Corners Power Plant	2442	0.9903
FPL Energy Stateline II (Vansycle II) [Wind]	58324	0.0000
FPL Energy Vansycle (Stateline 1&2) [Wind]	55989	0.0000
Frank Tracy Station	2336	0.4360
Frederickson Power LP	55818	0.3850
Frederickson PSE	99	0.8557
Fredonia Generating Station	607	0.7783
Gadsby	3648	0.8026
Gala Solar (Solar Star Oregon II)	61048	0.0000
Galena 2 Geothermal	56540	0.0000
Galena 3 Geothermal	56541	0.0000
Gila Bend Hybrid [Solar]	59020	0.0000
Glacier Wind (Naturener)	57049	0.0000

Glen Canyon Dam	153	0.0000
Glenrock I [Wind]	56841	0.0000
Glenrock III [Wind]	56841	0.0000
Goldendale Generating Station	55482	0.3691
Goodnoe Hills [Wind]	56666	0.0000
Goshen Phase II [Wind]	57211	0.0000
Grady Wind	60317	0.0000
Grand View PV Solar Two	60068	0.0000
Grays Harbor Energy	7999	0.4153
Griffith Energy	55124	0.3900
Harry Allen Station	7082	0.3990
Harvest Wind	57152	0.0000
Hay Canyon Wind	56790	0.0000
Headgate Rock Dam	7179	0.0000
Hells Canyon [Hydro]	3013	0.0000
Hermiston	54761	0.4008
Hermiston Power	55328	0.3953
Higgins Generating Station	55687	0.4118
High Lonesome Mesa [Wind]	56945	0.0000
High Plains [Wind]	57040	0.0000
Hoover Dam	154	0.0000
Hopkins Ridge Wind	56255	0.0000
Horse Butte Wind	57890	0.0000
Horse Mesa HM4 [Hydro]	145	0.0000
Hunter	6165	0.9978
Huntington	8069	0.9940
Hyder Hybrid [Solar]	57563	0.0000
Hyder II Hybrid [Solar]	58383	0.0000
ID Solar 1	60445	0.0000
Intermountain Power Project (IPP)	6481	0.9357
Jim Bridger Total Plant	8066	1.0733
Judith Gap Wind	56377	0.0000
Juniper Canyon Wind	57320	0.0000
Kerr [Hydro]	2188	0.0000
Kings Beach	6518	2.5381
Kittitas Valley Wind (Sagebrush)	56858	0.0000
Klamath Falls Cogen	55103	0.4107
Klondike Wind I	55871	0.0000
Klondike Wind II	56359	0.0000
Klondike Wind III	56468	0.0000
Klondike Wind IIIA	56468	0.0000
Kyrene Generating Station	147	0.3728
La Luz Generating Station	58284	0.5612
Lake Chelan Hydro	6424	0.0000

Lake Side	56237	0.3905
Langley Gulch Power Plant	57028	0.3744
Las Vegas Generating Station	10761	0.4822
Leaning Juniper [Wind]	56360	0.0000
Leaning Juniper II [Wind]	57333	0.0000
Limon Wind I	58126	0.0000
Limon Wind II	58127	0.0000
Limon Wind III	59083	0.0000
Linden Wind (aka Linden Ranch Wind)	57635	0.0000
Little Falls [Hydro]	3866	0.0000
Logan Wind	56613	0.0000
Long Lake [Hydro]	3867	0.0000
Lordsburg Generating Station	7967	0.5920
Lower Baker [Hydro]	3855	0.0000
Lower Snake River Wind	57195	0.0000
Lucky Peak Power Plant Project [Hydro]	10014	0.0000
Luke Solar	57324	0.0000
Luna Energy Facility	55343	0.3759
Luning Solar	61084	0.0000
Magnesium Corp. of America	58191	0.6550
Main Canal Headworks Hydro	56698	0.0000
Marengo Wind I	56466	0.0000
Marengo Wind II	56466	0.0000
McFadden Ridge [Wind]	57039	0.0000
McGinness Hills 3 Geothermal	57446	0.0000
Merwin [Hydro]	3847	0.0000
Mesquite Solar 1	57707	0.0000
Mesquite Solar 2	60307	0.0000
Mid-C Hydro - Priest Rapids & Wanapum Dams (Grant County PUD)	3887	0.0000
Mid-C Hydro - Rock Island (Chelan County PUD)	6200	0.0000
Mid-C Hydro - Rocky Reach (Chelan County PUD)	3883	0.0000
Mid-C Hydro - Wells (Douglas County PUD)	3886	0.0000
Middle Fork Hydro	425	0.0000
Milford I Wind	57079	0.0000
Milford II Wind	57107	0.0000
Mint Farm Generation Station	55700	0.4013
Moapa Southern Paiute Solar	57859	0.0000
Mohave County Wind	63114	0.0000
Monroe Street HED [Hydro]	9095	0.0000
Montague Wind	58099	0.0000

Mormon Flat [Hydro]	148	0.0000
Murphy Flat Solar	60009	0.0000
Naughton	4162	1.0508
Neal Hot Springs Geothermal	58022	0.0000
Nebo Power Station	56177	0.4580
New Mexico Wind Energy Center	56097	0.0000
Nine Mile HED [Hydro]	3869	0.0000
Nisqually River Project (Alder & LaGrande Dams)	3913	0.0000
North Valmy Station	8224	1.0698
Northern Colorado Wind I	57290	0.0000
Northern Colorado Wind II	57290	0.0000
Noxon Rapids [Hydro]	2199	0.0000
Ocotillo	116	0.5262
Old Lahontan Hydro	6521	0.0000
Orchard Ranch Solar	60010	0.0000
Oxbow (Oregon) [Hydro]	3014	0.0000
Palo Verde Nuclear	6008	0.0000
Paloma Solar Hybrid	57562	0.0000
Palouse Wind	57530	0.0000
Parker-Davis Project [Hydro]	447	0.0000
Patua Geothermal	58319	0.0000
Patua Solar	58319	0.0000
Pebble Springs [Wind]	56789	0.0000
Peetz Table Wind	56563	0.0000
Pelton Round Butte [Hydro]	3048	0.0000
Perrin Ranch Wind	58155	0.0000
Pleasant Valley Wind	56093	0.0000
Port Westward 1	56227	0.3685
Port Westward 2	58266	0.4567
Post Falls Hydro	835	0.0000
Potholes East Canal 66.0 Hydro	56697	0.0000
Potholes East Canal Headworks Powerplant [Hydro]	7113	0.0000
Prescott Airport [Solar]	56228	0.0000
Prescott Solar	58147	0.0000
Raft River Geothermal - GE 1	56317	0.0000
Rattlesnake Flat Wind	62936	0.0000
RE Ajo 1 [Solar]	57795	0.0000
RE Bagdad Solar I	57790	0.0000
RE Gillespie 1 [Solar]	58501	0.0000
Red Hawk Power Station CC Natural Gas	55455	0.3769
Red Mesa Wind	57357	0.0000
Red Rock Solar	60467	0.0000

Reeves Generating Station	2450	0.7063
Richard Burdette Power Plant [Geothermal]	56321	0.0000
Rim Rock Wind (Naturener)	57995	0.0000
Rio Bravo Generating Station	55039	0.6511
Rolling Hills [Wind]	56842	0.0000
Roosevelt [Hydro]	149	0.0000
Ross Dam	6202	0.0000
Saddle Mountain Solar I	58213	0.0000
Saguaro	118	0.7518
San Emidio Project [Geothermal]	57456	0.0661
San Juan	2451	1.2026
Santan Generating Station	8068	0.4111
Seven Mile Hill I [Wind]	56843	0.0000
Seven Mile Hill II [Wind]	56843	0.0000
Silver State Solar - South	58644	0.0000
Silverhawk Station	55841	0.4191
Simcoe Solar	60748	0.0000
Skookumchuck Wind	63205	0.0000
Smith Falls Hydro	54249	0.0000
Snoqualmie [Hydro]	3860	0.0000
Solana [Solar]	56812	0.0000
South Point Energy Center	55177	0.4111
Spring Canyon [Wind]	56320	0.0000
Spring Valley Wind	57192	0.0000
Springerville Generating Station	8223	1.0622
Stampede [Hydro]	7066	0.0000
Star Point [Wind]	57096	0.0000
Steamboat Hills Geothermal	50654	0.0165
Steamboat II [Geothermal]	54665	0.0000
Steamboat III [Geothermal]	54666	0.0000
Stewart Mountain [Hydro]	150	0.0000
Stillwater Wind	61858	0.0000
Sumas Power Plant	54476	0.4459
Summer Falls Power Plant Hydro	56695	0.0000
Sun Peak Generating Station	54854	0.6960
Sun Streams [Solar]	60827	0.0000
Sundance	55522	0.5998
Sunshine Valley Solar	59826	0.0000
Swift No. 1 [Hydro]	3850	0.0000
Terra-Gen Dixie Valley [Geothermal]	52015	0.0632
Thermo No. 1 Geothermal (Raser Technologies)	57353	0.0000
Tieton Dam Hydro	57496	0.0000

Top of the World [Wind]	57327	0.0000
Transalta Centralia Generation	3845	1.1351
TS Power Plant	56224	1.1122
Tucannon River Wind	58571	0.0000
Tungsten Mountain Geothermal	60785	0.0000
Turquoise Liberty Solar - Phase 1	62980	0.0000
Twin Buttes [Wind]	56460	0.0000
Upper Baker [Hydro]	3861	0.0000
Upper Falls Hydro	9096	0.0000
Valencia Energy Center	55802	0.6490
Vantage Wind	57188	0.0000
Veyo Heat Recovery Project [Waste heat]	60421	0.0000
West Phoenix	117	0.4603
West Valley Generation Project	55622	0.5879
White Creek Wind	56487	0.0000
Whitegrass No. 1 [Geothermal]	63001	0.0000
Whitehorn Generating Station	6120	0.9994
Wild Horse Wind	56322	0.0000
Willow Creek Wind	56952	0.0000
Windy Flats Wind	57159	0.0000
Wolverine Creek [Wind]	56301	0.0000
Wynoochee River Project [Hydro]	7127	0.0000
Wyodak	6101	1.2355
Yale [Hydro]	3852	0.0000
Yucca	120	0.6890
Yuma Cogen Associates	54694	0.4506
Calpine - O.L.S. Energy - Agnews Inc. 95134	50748	0.5213
Chalk Cliff Limited	50003	0.4170
Dynegy Oakland, LLC.	6211	1.1197
Sierra Pacific Burlington	56406	0.4319
Agua Caliente Solar Project	57373	0.0000
Gila River Power Station - Block 1	59338	0.3806
Gila River Power Station - Block 2	60768	0.3785
Gila River Power Station - Block 3	59784	0.3979
Gila River Power Station - Block 4	55306	0.3869
High Winds	56075	0.0000
Holter Dam	2186	0.0000
Mesquite Generating Station - Block 1	58557	0.3963
Mesquite Generating Station - Block 2	55481	0.3855
Mesquite Solar 3, LLC	60308	0.3859
Mid-C Hydro - Wanapum (Grant County PUD)	3888	0.0000
Narrows 2 Powerhouse	455	0.0000

Sage Solar I	62399	0.0000
Sage Solar II	62399	0.0000
Sage Solar III	62399	0.0000
Santa Cruz Energy LLC	57876	0.6067
85 A	52162	0.0000
85 B	52163	0.0000
Ameresco Johnson Canyon	58397	0.5559
Ameresco Butte County	57771	0.5524
Calpine - Gilroy Energy Center, LLC, Wolfskill Peaker	55855	0.5868
Alameda	7450	0.8330
Lodi	7451	0.8866
G2 Energy Hay Rd	58320	0.5461
Heber Geothermal	54689	0.0777
Brea Generation, LLC	10648	1.1072
NOVE Power Plant	50831	0.9427
San Marcos Energy LLC	10386	1.1072
Second Imperial Geothermal	54111	0.0777
Shoreham	2518	1.1712
Mammoth G1	10480	0.0777
Mammoth G2	10481	0.0777
Coachella	6060	1.1736
Rockwood	7824	0.9075
McGinness Hills 3	61912	0.0777
Ormesa Geothermal	50762	0.0777
Monterey One Water	54951	0.2893
ABEC #2 dba West-Star Dairy	61501	0.7262
ABEC #3 dba Lakeview Dairy	61502	0.6443
ABEC #4 dba CE&S Dairy	61503	0.6609
Cold Canyon 1	58379	0.5840
Zero Waste Energy Development Co LLC	60220	0.3189
Verwey-Hanford Dairy Digester #2	62418	0.6537
Verwey-Hanford Dairy Digester #3	62419	0.7818
ABEC Bidart-Old River LLC	58699	0.7645
CSU East Bay	57042	0.3419
SF State University	57043	0.3020
Oroville Cogeneration LP	54477	0.2702
Blundell	299	0.0777
BYUI Central Energy Facility	59496	0.2357
Shute Creek Facility	56312	0.4132
Hayden	525	1.0109
Sunnyside Cogen Associates	50951	1.3835
General Chemical	54318	0.4133
Tesoro SLC Cogeneration Plant	56509	0.6070

City of Palo Alto	57714	0.3944
Springs Generating Station	56144	0.7495
Roseville Power Plant #2	7452	0.8806
McClellan (CA)	535	0.6747
Gianera	7231	0.8276
MM Tulare Energy	55160	0.6748
Oxnard Wastewater Treatment Plant	50224	0.4368
Cal State Univ San Bernardino FC01	57544	0.2933
H. Gonzales	56039	0.7095
Bear Valley Power Plant	56346	0.4883
Ormesa II	54724	0.0777
Valero Wilmington Cogeneration Plant	63285	0.5095
Oregon State University	57653	0.2210
Walnut Power Plant	4256	2.9553
Lopez Canyon	57730	1.1072
SANTA MARIA II LFG POWER PLANT	57100	1.1072
Tulare BioMAT Fuel Cell	61846	0.5009
Still Water Power	64141	0.7724
Diamond H Dairy Power	64622	0.4929
AES Alamitos Energy, LLC	62115	0.4256
AES Huntington Beach, LLC	62116	0.3698
Tajiguas Resource Recovery Project	63094	1.1072
Rollins	34	0.0000
Venice Hydro	72	0.0000
South Consolidated	100	0.0000
J S Eastwood	104	0.0000
Davis Dam	152	0.0000
Lake Creek Dam	159	0.0000
Turlock Lake	161	0.0000
Hickman	162	0.0000
Volta 2	180	0.0000
Alta Powerhouse	214	0.0000
Angels	215	0.0000
Balch 1	217	0.0000
Balch 2	218	0.0000
Belden	219	0.0000
Bucks Creek	220	0.0000
Butt Valley	221	0.0000
Caribou 1	222	0.0000
Caribou 2	223	0.0000
Chili Bar	225	0.0000
Coleman PH	227	0.0000
Cow Creek	229	0.0000
Cresta	231	0.0000

De Sabla	232	0.0000
Deer Creek PH	233	0.0000
Drum 1	235	0.0000
Drum 2	236	0.0000
Dutch Flat	237	0.0000
El Dorado	238	0.0000
Electra	239	0.0000
Haas	240	0.0000
Halsey	241	0.0000
Hat Creek 1	243	0.0000
Hat Creek 2	244	0.0000
James B Black	249	0.0000
Kilarc	253	0.0000
Kings River PH	254	0.0000
Merced Falls	258	0.0000
Murphys	261	0.0000
Narrows PH	262	0.0000
Phoenix	264	0.0000
Pit 1	265	0.0000
Pit 3	266	0.0000
Pit 4	267	0.0000
Pit 5	268	0.0000
Pit 6	269	0.0000
Pit 7	270	0.0000
Poe	272	0.0000
Potter Valley	274	0.0000
Rock Creek	275	0.0000
San Joaquin 2	276	0.0000
San Joaquin No. 1	278	0.0000
Salt Springs	279	0.0000
South	280	0.0000
Spaulding 1	281	0.0000
Spaulding 2	282	0.0000
Spaulding 3	283	0.0000
Spring Gap	284	0.0000
Stanislaus	285	0.0000
Tiger Creek	287	0.0000
Volta 1	290	0.0000
West Point PH	291	0.0000
Wise	292	0.0000
A G Wishon	293	0.0000
Copco 1	294	0.0000
Copco 2	295	0.0000
Fall Creek	296	0.0000

Iron Gate	297	0.0000
Drop 5	314	0.0000
Sepulveda Canyon	316	0.0000
Big Creek 1	317	0.0000
Big Creek 2	318	0.0000
Big Creek 3	319	0.0000
Big Creek 4	320	0.0000
Big Creek 8	321	0.0000
Big Creek 2A	322	0.0000
Bishop Creek 2	323	0.0000
Bishop Creek 3	324	0.0000
Bishop Creek 4	325	0.0000
Bishop Creek 5	326	0.0000
Bishop Creek 6	327	0.0000
Fontana	332	0.0000
Kaweah 2	336	0.0000
Lower Tule River	365	0.0000
Columbia Generating Station	371	0.0000
Kaweah 1	337	0.0000
Kaweah 3	338	0.0000
Kern River 3	339	0.0000
Kern River 1	340	0.0000
Lundy	342	0.0000
Mammoth Pool	344	0.0000
Poole	353	0.0000
Portal	354	0.0000
Rush Creek	357	0.0000
Santa Ana 1	361	0.0000
Santa Ana 3	363	0.0000
Pardee	376	0.0000
Dion R Holm	380	0.0000
Moccasin	381	0.0000
R C Kirkwood	382	0.0000
Drop 2 (CA)	385	0.0000
Drop 3 (CA)	386	0.0000
Drop 4	387	0.0000
Pilot Knob	388	0.0000
Big Pine Creek	391	0.0000
Castaic	392	0.0000
Control Gorge	393	0.0000
Cottonwood	394	0.0000
Foothill	396	0.0000
Franklin (CA)	397	0.0000
Haiwee	398	0.0000

Middle Gorge	401	0.0000
Pleasant Valley Hydro	402	0.0000
San Fernando	403	0.0000
Upper Gorge	407	0.0000
Exchequer	409	0.0000
McSwain	410	0.0000
Chicago Park	412	0.0000
Dutch Flat 2	413	0.0000
Beardsley	414	0.0000
Donnells	415	0.0000
Tulloch	416	0.0000
Forbestown	417	0.0000
Kelly Ridge	418	0.0000
Woodleaf	419	0.0000
French Meadows	424	0.0000
Oxbow (CA)	426	0.0000
Ralston	427	0.0000
Parker	428	0.0000
Camino	430	0.0000
Jaybird	431	0.0000
Loon Lake	432	0.0000
Robbs Peak	433	0.0000
White Rock/Slab Creek	435	0.0000
Devil Canyon	436	0.0000
Edward C Hyatt	437	0.0000
Thermalito	438	0.0000
Don Pedro	439	0.0000
La Grange	440	0.0000
Folsom	441	0.0000
Judge F Carr	442	0.0000
Keswick	443	0.0000
Nimbus	444	0.0000
Shasta	445	0.0000
ONeill	446	0.0000
W R Gianelli	448	0.0000
Spring Creek	450	0.0000
Trinity	451	0.0000
Colgate	454	0.0000
Bear Valley	457	0.0000
Boulder Canyon Hydro	466	0.0000
Cabin Creek	467	0.0000
Georgetown Hydro	472	0.0000
Grand Valley Project Power Plant	473	0.0000
Salida	474	0.0000

Shoshone (CO)	476	0.0000
Temescal	479	0.0000
Corona	480	0.0000
Perris	481	0.0000
Rio Hondo	482	0.0000
Coyote Creek	483	0.0000
Red Mountain	484	0.0000
Valley View	487	0.0000
Upper Dawson	489	0.0000
Manitou Springs	494	0.0000
Ruxton Park	495	0.0000
Boysen	505	0.0000
Lamar Plant	508	0.0000
Blue Mesa	512	0.0000
Estes	513	0.0000
Morrow Point	514	0.0000
Big Thompson	515	0.0000
Green Mountain	516	0.0000
Marys Lake	517	0.0000
Flatiron	518	0.0000
Pole Hill	519	0.0000
Lower Molina	520	0.0000
Upper Molina	521	0.0000
Camp Far West	531	0.0000
Jones Fork	534	0.0000
Camanche	537	0.0000
Navajo Dam	584	0.0000
Drop 1	585	0.0000
East Highline	586	0.0000
South Fork Tolt	622	0.0000
Oak Flat	626	0.0000
Newcastle	632	0.0000
Kerckhoff 2	682	0.0000
Medicine Bow	692	0.0000
Toadtown	714	0.0000
Etiwanda	745	0.0000
Moccasin Low Head Hydro Project	751	0.0000
Sly Creek	776	0.0000
Gem State	790	0.0000
American Falls	809	0.0000
Bliss	810	0.0000
Cascade Dam	813	0.0000
Clear Lake	814	0.0000
Lower Malad	815	0.0000

Lower Salmon	816	0.0000
Shoshone Falls	818	0.0000
Swan Falls	819	0.0000
Thousand Springs	820	0.0000
Twin Falls (ID)	821	0.0000
Upper Salmon A	822	0.0000
Upper Malad	823	0.0000
Ashton	825	0.0000
Grace	827	0.0000
Oneida	829	0.0000
Soda	831	0.0000
Scott Flat	839	0.0000
Dworshak	840	0.0000
City Power Plant	841	0.0000
Lower No 2	843	0.0000
Upper Power Plant	844	0.0000
Combie South	846	0.0000
Palisades Dam	850	0.0000
Albeni Falls	851	0.0000
Alamo	905	0.0000
Quincy Chute	917	0.0000
Hydro Plant No 3	925	0.0000
Last Chance	987	0.0000
Manti Lower	1020	0.0000
Black Eagle	2181	0.0000
Cochrane	2182	0.0000
Hauser	2185	0.0000
Morony	2191	0.0000
Mystic	2192	0.0000
Rainbow (MT)	2193	0.0000
Ryan	2194	0.0000
Thompson Falls	2195	0.0000
Hungry Horse	2203	0.0000
Yellowtail	2204	0.0000
Clearwater 1	3020	0.0000
Clearwater 2	3021	0.0000
Eagle Point	3024	0.0000
East Side	3025	0.0000
Fish Creek	3026	0.0000
John C Boyle	3028	0.0000
Lemolo 1	3029	0.0000
Prospect 1	3032	0.0000
Prospect 2	3033	0.0000
Prospect 3	3034	0.0000

Prospect 4	3035	0.0000
Slide Creek	3036	0.0000
Soda Springs	3037	0.0000
Toketee Falls	3040	0.0000
Wallowa Falls	3041	0.0000
Faraday	3045	0.0000
North Fork	3047	0.0000
River Mill	3049	0.0000
Round Butte	3050	0.0000
Sullivan	3053	0.0000
Carmen Smith	3067	0.0000
Walterville	3071	0.0000
Big Cliff	3074	0.0000
Bonneville	3075	0.0000
Cougar	3076	0.0000
Detroit	3077	0.0000
Dexter	3078	0.0000
Green Peter	3080	0.0000
Hills Creek	3081	0.0000
John Day	3082	0.0000
Lookout Point	3083	0.0000
McNary	3084	0.0000
Upper Beaver	3643	0.0000
Cutler Hydro	3646	0.0000
Granite	3651	0.0000
Pioneer	3656	0.0000
Snake Creek	3658	0.0000
Stairs	3659	0.0000
Weber	3661	0.0000
Brigham City	3666	0.0000
Hydro III	3675	0.0000
Manti Upper	3676	0.0000
Bartholomew	3688	0.0000
Spanish Fork	3691	0.0000
Gateway	3697	0.0000
Wanship	3698	0.0000
Boulder	3699	0.0000
Uintah	3704	0.0000
Electron	3854	0.0000
Meyers Falls	3868	0.0000
Yelm	3878	0.0000
The Dalles	3895	0.0000
Cushman 2	3915	0.0000
LaGrande	3916	0.0000

Mossyrock	3918	0.0000
Chief Joseph	3921	0.0000
Ice Harbor	3925	0.0000
Little Goose	3926	0.0000
Lower Monumental	3927	0.0000
Packwood	3929	0.0000
Fremont Canyon	4176	0.0000
Glendo	4177	0.0000
Guernsey	4178	0.0000
Kortes	4180	0.0000
Seminoe	4182	0.0000
Shoshone (WY)	4183	0.0000
Fontenelle	4185	0.0000
Island Park	4204	0.0000
PHP 1	4213	0.0000
PHP 2	4214	0.0000
Echo Dam	4263	0.0000
Diablo Canyon	6099	0.0000
Helms Pumped Storage	6100	0.0000
New Melones	6158	0.0000
Crystal	6159	0.0000
Grand Coulee	6163	0.0000
Libby	6172	0.0000
Lost Creek	6174	0.0000
Lower Granite	6175	0.0000
W E Warne	6196	0.0000
Tacoma	6206	0.0000
Ames Hydro	6207	0.0000
Mount Elbert	6208	0.0000
Felt	6359	0.0000
Strawberry Creek	6393	0.0000
Swift Creek	6394	0.0000
Anderson Ranch	6395	0.0000
Black Canyon	6396	0.0000
Boise R Diversion	6397	0.0000
Minidoka	6398	0.0000
Canyon Ferry	6400	0.0000
Elephant Butte	6402	0.0000
Green Springs	6403	0.0000
Deer Creek (UT)	6404	0.0000
Flaming Gorge	6405	0.0000
Chandler	6406	0.0000
Roza	6407	0.0000
Heart Mountain	6408	0.0000

Alcova	6409	0.0000
Lemolo 2	6421	0.0000
Madison Dam	6422	0.0000
Cedar Falls (WA)	6430	0.0000
Gorge	6431	0.0000
Diablo	6432	0.0000
Azusa	6449	0.0000
Big Fork	6459	0.0000
San Francisquito 1	6479	0.0000
San Francisquito 2	6480	0.0000
Bend	6484	0.0000
Oak Grove	6505	0.0000
Moyie Springs	6506	0.0000
Fleish	6513	0.0000
Verdi	6531	0.0000
Washoe	6532	0.0000
Little Cottonwood	6537	0.0000
Foster	6552	0.0000
Union Valley	6612	0.0000
Fort Peck	6623	0.0000
Lake Mathews	6644	0.0000
Foothill Feeder	6645	0.0000
San Dimas	6646	0.0000
Yorba Linda	6647	0.0000
Lower No 1	7012	0.0000
Unit 4	7015	0.0000
Hydro II	7034	0.0000
Mojave Siphon	7072	0.0000
Upper Salmon B	7079	0.0000
Thermalito Diverson Dam	7129	0.0000
Pine View Dam	7132	0.0000
Mill Creek 3	7147	0.0000
Stony Gorge	7151	0.0000
Waddell	7164	0.0000
Whiskeytown	7189	0.0000
Milner Hydro	7190	0.0000
Black Butte	7229	0.0000
Tesla	7233	0.0000
Skookumchuck	7259	0.0000
Buffalo Bill	7317	0.0000
Grizzly	7338	0.0000
McPhee	7372	0.0000
Towaoc	7373	0.0000
Cowlitz Falls	7427	0.0000

Dalles Dam North Fishway Project	7431	0.0000
Basalt	7458	0.0000
Lake Mendocino	7489	0.0000
Deadwood Creek	7507	0.0000
Stone Creek	7508	0.0000
McNary Dam Fish Attraction Project	7511	0.0000
Solano Wind	7526	0.0000
Spirit Mountain	7541	0.0000
Causey	7548	0.0000
H M Jackson	7588	0.0000
El Vado Dam	7593	0.0000
Monticello Dam	7646	0.0000
Abiquiu Dam	7789	0.0000
Snoqualmie 2	7867	0.0000
Pine Flat	7907	0.0000
Nine Canyon	7936	0.0000
Diamond Valley Lake	7942	0.0000
Hoover Dam (AZ)	8902	0.0000
Dinosaur Point	10005	0.0000
Little Mac Project	10049	0.0000
Foothills Hydro Plant	10070	0.0000
Strontia Springs Hydro Plant	10081	0.0000
Gosselin Hydro Plant	10128	0.0000
South Dry Creek Hydro	10138	0.0000
Isabella Hydro Project	10139	0.0000
Birch Creek Power	10140	0.0000
Whitewater Hydro Plant	10162	0.0000
Tehachapi Wind Resource I	10191	0.0000
Tulare Success Power Project	10222	0.0000
Haypress	10253	0.0000
Big Creek Water Works	10282	0.0000
South Forks Hydro	10296	0.0000
Copper Dam Plant	10323	0.0000
Peters Drive Plant	10324	0.0000
Mink Creek Hydro	10325	0.0000
Dillon Hydro Plant	10421	0.0000
Williams Fork Hydro Plant	10422	0.0000
North Fork Hydro Plant	10423	0.0000
Gross Hydro Plant	10424	0.0000
Sunray 2	10437	0.0000
Sunray 3	10438	0.0000
SEGS III	10439	0.0000
SEGS IV	10440	0.0000
SEGS V	10441	0.0000

SEGS VI	10442	0.0000
SEGS VII	10443	0.0000
Muck Valley Hydroelectric	10458	0.0000
Cameron Ridge LLC	10586	0.0000
Ridgetop Energy LLC	10597	0.0000
Burney Creek	10706	0.0000
Cove Hydroelectric	10707	0.0000
Lost Creek I	10708	0.0000
Ponderosa Bailey Creek	10709	0.0000
Karen Avenue Wind Farm	10718	0.0000
Barber Dam	10735	0.0000
Sprague Hydro	10737	0.0000
Magic Dam Hydroelectric Project	10740	0.0000
Koyle Ranch Hydroelectric Project	10781	0.0000
Crystal Springs	10806	0.0000
Dietrich Drop	10807	0.0000
Low Line Rapids	10808	0.0000
Rock Creek II	10809	0.0000
Bidwell Ditch Project	10880	0.0000
Roaring Creek Water Power	10881	0.0000
Hatchet Creek Project	10882	0.0000
Rio Bravo Hydro Project	50037	0.0000
Santa Felicia Dam	50076	0.0000
Sheep Creek Hydro	50091	0.0000
Indian Valley Dam Hydro Project	50129	0.0000
R E Badger Filtration Plant	50147	0.0000
Bear Creek	50156	0.0000
Box Canyon Dam	50179	0.0000
Olsen	50180	0.0000
Vallecito Hydroelectric	50206	0.0000
Woodward Power Plant	50218	0.0000
Frankenheimer Power Plant	50219	0.0000
Nelson Creek	50223	0.0000
Rocky Brook Hydroelectric	50228	0.0000
San Dimas Wash Generating Station	50233	0.0000
New Lahontan	50261	0.0000
Redlands Water & Power	50267	0.0000
Wintec Energy Ltd	50276	0.0000
San Geronio Farms Wind Farm	50281	0.0000
Site 980 65	50322	0.0000
Marco Ranch	50323	0.0000
Forks of Butte Hydro Project	50350	0.0000
Nacimiento Hydro Project	50352	0.0000
Michell Butte Power Project	50360	0.0000

Owyhee Dam Power Project	50361	0.0000
Tunnel 1 Power Project	50362	0.0000
East Portal Generator	50375	0.0000
Upriver Dam Hydro Plant	50380	0.0000
Twin Reservoirs	50382	0.0000
Friant Hydro Facility	50393	0.0000
Sand Bar Power Plant	50400	0.0000
Orchard Avenue 1	50421	0.0000
Cowiche	50423	0.0000
Sugarloaf Hydro Plant	50435	0.0000
Victory Garden (Tehachapi)	50532	0.0000
Painted Hills Wind Park	50533	0.0000
Mesa Wind Power LLC	50535	0.0000
Sky River Wind Energy Center	50536	0.0000
Bowman	50546	0.0000
GPS Cabazon Wind LLC	50552	0.0000
Edom Hills Project 1 LLC	50553	0.0000
San Geronio Westwinds II LLC	50690	0.0000
Lilliwaup Falls Generating	50700	0.0000
Notch Butte Hydro	50718	0.0000
Oak Creek Energy Systems I	50754	0.0000
New Hogan Power Plant	50755	0.0000
Stillwater Facility	50765	0.0000
East Winds Project	50820	0.0000
Mojave 16/17/18	50821	0.0000
Twin Falls Hydro	50827	0.0000
El Dorado Hydro Elk Creek	50891	0.0000
Rock Creek LP	50892	0.0000
Bypass	50895	0.0000
S E Hazelton A	50896	0.0000
Middle Fork Irrigation District	50917	0.0000
Galesville Project	50938	0.0000
Slate Creek	50961	0.0000
Marsh Valley Development	50972	0.0000
Siphon Power Project	50980	0.0000
Rock Creek I	50987	0.0000
Quail Creek Hydro Plant #1	52039	0.0000
Mojave 3/4/5	52142	0.0000
Lacomb Irrigation District	52155	0.0000
Falls Creek	52187	0.0000
Broadwater Power Project	54006	0.0000
San Gabriel Hydro Project	54017	0.0000
Hillcrest Pump Station	54142	0.0000
Opal Springs Hydro	54251	0.0000

Warm Springs Hydro Project	54261	0.0000
Koma Kulshan Associates	54267	0.0000
Coram Energy LLC (ECT)	54298	0.0000
Coram Energy LLC	54299	0.0000
CTV Power Purchase Contract Trust	54300	0.0000
Wilson Lake Hydroelectric Project	54306	0.0000
Three Forks Water Power Project	54308	0.0000
Terminus Hydroelectric Project	54343	0.0000
Little Wood Hydro Project	54386	0.0000
Weeks Falls	54387	0.0000
Dry Creek Project	54394	0.0000
EDF Renewable Windfarm V Inc	54453	0.0000
San Geronio Windplant WPP1993	54454	0.0000
Blind Canyon Hydro	54514	0.0000
Horseshoe Bend Hydroelectric Co	54524	0.0000
Spicer Meadow Project	54554	0.0000
Collierville Powerhouse	54555	0.0000
Hazelton B Hydro	54558	0.0000
TPC Windfarms LLC	54647	0.0000
Kekawaka Power House	54654	0.0000
Falls River Hydro	54668	0.0000
Ford Hydro LP	54674	0.0000
Boulder City Lakewood Hydro	54679	0.0000
Boulder City Betasso Hydro Plant	54680	0.0000
Difwind Farms Ltd VI	54686	0.0000
Warm Springs Power Enterprises	54721	0.0000
Taylor Draw Hydroelectric Facility	54729	0.0000
Coram Tehachapi	54750	0.0000
Lateral 10 Ventures	54753	0.0000
Mile 28 Water Power Project	54812	0.0000
Black Creek	54860	0.0000
Tehachapi Wind Resource II	54909	0.0000
Ridgetop	54931	0.0000
Montgomery Creek Hydro	55009	0.0000
Vansycle	55125	0.0000
Green Power I	55396	0.0000
FPL Energy Vansycle LLC (WA)	55560	0.0000
Foote Creek I	55607	0.0000
Mountain View I&2	55719	0.0000
Condon Windpower LLC	55739	0.0000
Rock River I LLC	55740	0.0000
Ridge Crest Wind Partners	55741	0.0000
Boulder City Silver Lake Hydro	55931	0.0000
Cabazon Wind Partners	56011	0.0000

Whitewater Hill Wind Partners	56012	0.0000
Kimball Wind	56106	0.0000
Mountain View III	56112	0.0000
Springville Hydroelectric	56125	0.0000
Colorado Green Holdings LLC	56173	0.0000
Combine Hills I	56195	0.0000
Diablo Winds LLC	56271	0.0000
Helzel & Schwarzhoff 86	56275	0.0000
ZCO	56276	0.0000
Kumeyaay Wind	56295	0.0000
Oasis Wind	56302	0.0000
Fossil Gulch	56308	0.0000
Shiloh I Wind Project	56362	0.0000
Nevada Solar One	56405	0.0000
Pine Tree Wind Power Project	56433	0.0000
Burley Butte Windpark	56434	0.0000
Golden Valley Wind Park LLC	56435	0.0000
Milner Dam Wind Park LLC	56437	0.0000
Oregon Trail Wind Park	56439	0.0000
Pilgrim Stage Wind Park	56440	0.0000
Salmon Falls Wind Park	56441	0.0000
Thousand Springs Wind Park	56442	0.0000
Tuana Gulch Wind Park	56443	0.0000
Buena Vista Energy LLC	56446	0.0000
SunE Alamosa	56481	0.0000
Mora Drop Hydroelectric Project	56498	0.0000
Tiber Dam Hydroelectric Plant	56499	0.0000
Western 102 Power Plant	56500	0.0000
Nellis Air Force Base Solar Array	56568	0.0000
Terra-Gen VG Wind LLC	56570	0.0000
Horseshoe Bend Wind Park	56591	0.0000
Rancho Penasquitos	56615	0.0000
Mountain Home	56636	0.0000
Bennett Creek Windfarm LLC - Mountain Home	56637	0.0000
Hatchet Ridge Wind Project	56654	0.0000
Russell D Smith	56694	0.0000
Tuolumne Wind Project	56702	0.0000
Spanish Fork Wind Park 2 LLC	56751	0.0000
Mountain Wind Power LLC	56752	0.0000
Mountain Wind Power II LLC	56753	0.0000
CalRenew-1	56768	0.0000
Dillon Wind LLC	56791	0.0000
CSU Fresno Solar Project	56813	0.0000

ELACC Photovoltaic Power Facility	56814	0.0000
Denver Int Airport	56815	0.0000
Wheat Field Wind Power Project	56854	0.0000
Bolthouse S&P and Rowen Farms Solar	56862	0.0000
Shiloh Wind Project 2 LLC	56874	0.0000
Sacramento Soleil LLC	56875	0.0000
Chester Diversion Hydroelectric Project	56893	0.0000
Gap Pacific Distribution Center	56909	0.0000
Imperial Valley Solar, LLC	56917	0.0000
WWRF Solar Plant	56922	0.0000
Threemile Canyon	56933	0.0000
Cassia Wind	56934	0.0000
Cassia Gulch	56935	0.0000
Solar Blythe LLC	56939	0.0000
Happy Jack Windpower Project	56960	0.0000
Butter Creek Power LLC	56967	0.0000
Big Top LLC	56968	0.0000
Four Corners Windfarm LLC	56969	0.0000
Four Mile Canyon Windfarm LLC	56970	0.0000
Oregon Trail Windfarm LLC	56971	0.0000
Pacific Canyon Windfarm LLC	56972	0.0000
Sand Ranch Windfarm LLC	56973	0.0000
Wagon Trail LLC	56974	0.0000
Ward Butte Windfarm LLC	56975	0.0000
Solar Photovoltaic Project #02	56996	0.0000
Arrowrock Hydroelectric Project	56997	0.0000
SunEdison Walgreens Moreno Valley	57004	0.0000
Mariani Packing Vacaville Solar	57005	0.0000
Walgreens Woodland Distribution Center	57006	0.0000
SunEdison Ironwood State Prison	57007	0.0000
SunEdison Procter & Gamble Oxnard	57008	0.0000
Kohls San Bernardino Solar Facility	57009	0.0000
SunEdison Anheuser Busch Fairfield	57010	0.0000
Chuckawalla Valley State Prison	57011	0.0000
SunEdison Walmart Apple Valley DC	57012	0.0000
Vaca Dixon Solar Station	57041	0.0000
NaturEner Glacier Wind Energy 2	57050	0.0000
Silver Sage Windpower	57091	0.0000
Casper Wind Farm	57093	0.0000
Dry Lake Wind LLC	57098	0.0000
Payne's Ferry	57124	0.0000
Camp Reed	57125	0.0000
Yahoo Creek	57126	0.0000
Tuana Springs	57136	0.0000

Eurus Combine Hills Turbine Ranch 2	57137	0.0000
RV CSU Power LLC	57141	0.0000
Colorado Highlands Wind	57174	0.0000
FPL Energy Montezuma Winds LLC	57201	0.0000
CM48	57205	0.0000
Solar Photovoltaic Project #03	57217	0.0000
Solar Photovoltaic Project #05	57219	0.0000
Solar Photovoltaic Project #06	57220	0.0000
Solar Photovoltaic Project #07	57221	0.0000
Solar Photovoltaic Project #08	57222	0.0000
Solar Photovoltaic Project #09	57223	0.0000
Solar Photovoltaic Project #10	57224	0.0000
Solar Photovoltaic Project #11	57225	0.0000
Solar Photovoltaic Project #12	57226	0.0000
Solar Photovoltaic Project #13	57227	0.0000
Solar Photovoltaic Project #15	57229	0.0000
Solar Photovoltaic Project #16	57230	0.0000
Solar Photovoltaic Project #17	57231	0.0000
Solar Photovoltaic Project #18	57232	0.0000
Solar Photovoltaic Project #23	57236	0.0000
Solar Photovoltaic Project #22	57237	0.0000
Cimarron Solar Facility	57243	0.0000
Kit Carson Windpower	57244	0.0000
Solar Photovoltaic Project #26	57245	0.0000
Solar Photovoltaic Project #27	57246	0.0000
Solar Photovoltaic Project #28	57247	0.0000
Victor Valley CC CPV Solar	57254	0.0000
Texico Wind Ranch LP	57258	0.0000
Crescent Dunes Solar Energy	57275	0.0000
Alta Wind Energy Center I	57282	0.0000
Alta Wind Energy Center II	57291	0.0000
Alta Wind Energy Center III	57292	0.0000
Alta Wind Energy Center IV	57293	0.0000
Alta Wind Energy Center V	57294	0.0000
Alpine Solar	57295	0.0000
Garnet Wind Energy Center	57302	0.0000
Adelanto Solar Project	57305	0.0000
Pine Tree Solar Project	57306	0.0000
Maclay Solar Project	57308	0.0000
Pacific Cruise Ship Terminals Berth 93	57309	0.0000
1420 Coil Av #C	57310	0.0000
Occidental College Solar Project	57311	0.0000
Metro Support Services Center Solar	57313	0.0000
Los Angeles Harbor College	57314	0.0000

San Luis Valley Solar Ranch	57317	0.0000
Poseidon Solar, LLC	57318	0.0000
Mojave Solar Project	57331	0.0000
Roadrunner Solar	57338	0.0000
Panoche Valley Solar Farm	57340	0.0000
Avenal Park	57359	0.0000
Sun City Project LLC	57360	0.0000
Sand Drag LLC	57361	0.0000
Siphon Drop Power Plant	57364	0.0000
Cogentrix of Alamosa	57368	0.0000
Questa Solar Facility	57369	0.0000
Bellevue Solar Project	57372	0.0000
Greater Sandhill I	57377	0.0000
AV Solar Ranch One	57378	0.0000
Poseidon Wind, LLC	57379	0.0000
UASTP I	57392	0.0000
Genesis Solar Energy Project	57394	0.0000
Yolo County Solar Project	57422	0.0000
Buffalo Ridge II LLC	57424	0.0000
Ryegrass Windfarm	57427	0.0000
Hammett Hill Windfarm	57428	0.0000
Mainline Windfarm	57429	0.0000
Desert Meadow Windfarm	57430	0.0000
Cold Springs Windfarm	57431	0.0000
Juniper Ridge Hydroelectric Project	57437	0.0000
California Valley Solar Ranch	57439	0.0000
Solar Photovoltaic Project #42	57441	0.0000
Silver State Solar Power North	57442	0.0000
Two Ponds Windfarm	57444	0.0000
Solar Borrego I	57455	0.0000
Mountain View IV	57459	0.0000
Manzana Wind LLC	57484	0.0000
Imperial Solar Energy Center South	57490	0.0000
Imperial Solar Energy Center West	57491	0.0000
Stroud Solar Station	57497	0.0000
Five Points Solar Station	57498	0.0000
Westside Solar Station	57499	0.0000
FRV SI Transport Solar LP	57506	0.0000
RV CSU Power II LLC	57507	0.0000
Carson Solar I	57509	0.0000
Ocotillo Express LLC	57514	0.0000
Giffen	57521	0.0000
Cantua Solar Station	57522	0.0000
Huron Solar Station	57523	0.0000

Roger Road WWTP	57524	0.0000
Solar Photovoltaic Project #32	57534	0.0000
Solar Photovoltaic Project #33	57535	0.0000
Garland Canal Power Plant	57551	0.0000
AFA Solar Farm	57554	0.0000
La Senita	57556	0.0000
Sunset Reservoir North Basin	57559	0.0000
Albuquerque Solar Energy Center	57567	0.0000
Los Lunas Solar Energy Center	57571	0.0000
Deming Solar Energy Center	57575	0.0000
Las Vegas Solar Energy Center	57576	0.0000
Alamogordo Solar Energy Center	57577	0.0000
PaTu Wind Farm LLC	57578	0.0000
Robert O Schulz Solar Farm	57579	0.0000
Broadridge Cogen	57580	0.0000
Shiloh III Wind Project LLC	57586	0.0000
Hatch Solar Energy Center I, LLC	57591	0.0000
Teichert Materials-Teichert Vernalis	57594	0.0000
Rising Tree Wind Farm	57621	0.0000
Foundation ST	57626	0.0000
Vestas Towers America, Inc.	57643	0.0000
City & County of Denver at Denver Int'l	57645	0.0000
Regulus Solar Project	57650	0.0000
Adobe Solar	57651	0.0000
Yamhill Solar LLC	57652	0.0000
Bakersfield College Solar 01	57655	0.0000
Temescal Canyon RV, LLC	57656	0.0000
Avra Valley Solar	57657	0.0000
SMUD at Grundman	57669	0.0000
SMUD at Van Conett	57670	0.0000
SMUD at Fleshman	57671	0.0000
Macys Goodyear	57673	0.0000
Post Rock Wind Power Project, LLC	57678	0.0000
City of Boulder WWTP	57681	0.0000
City of Madera WWTP	57682	0.0000
Staples La Mirada, CA	57683	0.0000
Turnbull Hydro	57690	0.0000
Topaz Solar Farm	57695	0.0000
Aerojet I	57697	0.0000
Aerojet II	57698	0.0000
Vasco Winds	57700	0.0000
Montezuma Wind II	57701	0.0000
Catalina Solar LLC	57708	0.0000
North Palm Springs 4A	57722	0.0000

Shiloh IV Wind Project LLC	57725	0.0000
Lake Hodges Hydroelectric Facility	57729	0.0000
SPS1 Dollarhide	57736	0.0000
SPS2 Jal	57737	0.0000
SPS3 Lea	57738	0.0000
SPS4 Monument	57739	0.0000
SPS5 Hopi	57740	0.0000
North Palm Springs 1A	57743	0.0000
Gordon Butte Wind LLC	57748	0.0000
Sawtooth Wind Project	57749	0.0000
SMUD at Lawrence	57753	0.0000
Coastal Energy Project	57756	0.0000
Pacific Wind LLC	57757	0.0000
Power County Wind Park South	57760	0.0000
Power County Wind Park North	57761	0.0000
Youngs Creek Hydroelectric Project	57763	0.0000
Naval Air Weapons Station China Lake	57764	0.0000
Arizona Western College PV	57765	0.0000
Rockland Wind Farm	57766	0.0000
Palo Verde College	57773	0.0000
Windstar 1	57774	0.0000
Kingman 1	57775	0.0000
RE Dillard 1 LLC	57777	0.0000
RE Kammerer 1 LLC	57778	0.0000
RE Dillard 2 LLC	57779	0.0000
RE Kammerer 2 LLC	57780	0.0000
RE Dillard 3 LLC	57781	0.0000
RE Kammerer 3 LLC	57782	0.0000
RE Bruceville 1 LLC	57783	0.0000
RE Bruceville 2 LLC	57784	0.0000
RE Bruceville 3 LLC	57785	0.0000
Foundation AB	57791	0.0000
Foundation IE	57792	0.0000
Golden Springs Building C-1	57796	0.0000
Golden Springs Building D	57797	0.0000
Lime Wind	57803	0.0000
RE McKenzie 1 LLC	57816	0.0000
RE McKenzie 2 LLC	57817	0.0000
RE McKenzie 3 LLC	57818	0.0000
RE McKenzie 4 LLC	57819	0.0000
RE McKenzie 5 LLC	57820	0.0000
RE McKenzie 6 LLC	57821	0.0000
Dinuba Wastewater Treatment Plant	57827	0.0000
Heliocentric	57831	0.0000

Mustang Hills LLC	57833	0.0000
Pinyon Pine I	57834	0.0000
Alta Wind VIII	57835	0.0000
L-8 Solar Project	57836	0.0000
Pinyon Pine II	57837	0.0000
ISH Solar Hospital SDMC	57840	0.0000
ISH Solar Hospital Downey	57841	0.0000
Green Acres Solar Facility 1	57849	0.0000
Green Acres Solar Facility 2	57850	0.0000
North Hollywood	57854	0.0000
Univ of California San Diego Solar	57856	0.0000
Industry MetroLink PV 1	57860	0.0000
Castle Rock Vineyards	57870	0.0000
Baldock Solar Highway	57882	0.0000
Queen Creek Solar Farm	57883	0.0000
Guernsey Solar Station	57891	0.0000
Gates Solar Station	57892	0.0000
Improvement Dst No. 4	57895	0.0000
Solar Photovoltaic Project #48	57900	0.0000
San Antonio West Solar Rooftop	57904	0.0000
Tule Wind LLC	57913	0.0000
FRB Solar Farm	57930	0.0000
Solar Star California II LLC	57933	0.0000
Walmart Casa Grande	57939	0.0000
Macho Springs Power I	57947	0.0000
Desert Green Solar Farm LLC	57959	0.0000
Brookfield Tehachapi 1	57962	0.0000
Musselshell Wind Project	57963	0.0000
Musselshell Wind Project Two LLC	57965	0.0000
Butte College Main Campus Solar	57970	0.0000
Busch Ranch Wind Energy Farm	57980	0.0000
Meridian Vineyards	57982	0.0000
SunE EPE2 LLC	57985	0.0000
SunE EPE1 LLC	57986	0.0000
Desert Sunlight 300, LLC	57993	0.0000
Alpaugh North	58002	0.0000
Alpaugh 50	58003	0.0000
Salt Palace Solar Gen Plant	58006	0.0000
WSMR I	58010	0.0000
High Mesa	58019	0.0000
IKEA Tejon 345	58028	0.0000
Nickel 1 Solar Facility	58034	0.0000
Buckeye Union HS District 201	58037	0.0000
Axium Modesto Solar	58039	0.0000

Black Mountain Solar LLC	58042	0.0000
Imperial Valley Solar Company 1 LLC	58062	0.0000
SEPV 1	58073	0.0000
SEPV 2	58074	0.0000
Edwards Air Force Base	58076	0.0000
Intel Folsom	58086	0.0000
Foundation Cemex River Plant	58101	0.0000
Foundation Cemex BMQ	58102	0.0000
Foundation Superior Farms	58104	0.0000
Foundation Wal-Mart Red Bluff	58105	0.0000
Meadow Creek Project Company	58106	0.0000
Foundation Cemex Madison	58112	0.0000
Foundation RRM	58113	0.0000
Foundation NWNA	58114	0.0000
La Joya Del Sol	58118	0.0000
Depot Park Solar System	58119	0.0000
Outback Solar At Christmas Valley	58131	0.0000
RE Kansas South LLC	58148	0.0000
TA-High Desert LLC	58149	0.0000
Black Cap Solar Plant	58150	0.0000
North Sky River Energy LLC	58154	0.0000
Crafton Hills College Solar Farm	58170	0.0000
Prairie Fire	58171	0.0000
RE Victor Phelan Solar One LLC	58202	0.0000
Grassland 3&4 Solar Project	58204	0.0000
West Gates Solar Station	58206	0.0000
Grassland 1&2 Solar Project	58217	0.0000
Spion Kop Wind Farm	58218	0.0000
Newberry Solar 1 LLC	58226	0.0000
SEPV9 Power Plant	58227	0.0000
Tahquitz High School	58232	0.0000
Wagner Wind LLC	58233	0.0000
SEPV 8	58234	0.0000
Kit Carson	58240	0.0000
West Valley High School Solar	58244	0.0000
Pierce College	58248	0.0000
VA Sepulveda Ambulatory Care Center	58249	0.0000
CBS Television City	58253	0.0000
Los Alamos PV Site	58256	0.0000
FAA NorCal TRACON	58261	0.0000
Venable Solar 1	58289	0.0000
Venable Solar 2	58290	0.0000
Jewish Community Center PV	58292	0.0000
Paradise Valley H.S. PV	58293	0.0000

Kingsburg Solar	58304	0.0000
Exeter Solar	58306	0.0000
Ivanhoe Solar	58307	0.0000
Lindsay Solar	58308	0.0000
Porterville Solar	58309	0.0000
Radiance Solar 4	58354	0.0000
Radiance Solar 5	58355	0.0000
Atwell Island	58366	0.0000
Gridley Main	58370	0.0000
Gridley Main Two	58371	0.0000
White River Solar	58373	0.0000
Corcoran Solar	58374	0.0000
Oakley Solar Project	58376	0.0000
Fargo Drop	58384	0.0000
Solar Star 1	58388	0.0000
Solar Star 2	58389	0.0000
Flint Creek Hydroelectric LLC	58392	0.0000
Alta Wind X	58394	0.0000
Alta Wind XI	58395	0.0000
Heber Solar	58398	0.0000
Lone Valley Solar Park I LLC	58417	0.0000
Victor Dry Farm Ranch A	58418	0.0000
Victor Dry Farm Ranch B	58419	0.0000
CSU Northridge Plant	58422	0.0000
Centinela Solar Energy	58430	0.0000
Swauk Wind LLC	58441	0.0000
Arrache 4006	58445	0.0000
Arrache 4013	58446	0.0000
Arrache 8083	58447	0.0000
Nunn	58448	0.0000
Rutan	58449	0.0000
Vinam	58450	0.0000
Ma	58451	0.0000
Horn	58452	0.0000
Watts 3115	58454	0.0000
45 Mile Hydroelectric Project	58455	0.0000
McCoy Solar Energy Project Hybrid	58462	0.0000
Campo Verde Solar	58467	0.0000
C-Drop Hydro	58470	0.0000
Las Vegas WPCF Solar Plant	58477	0.0000
SEV NM Phase 2	58479	0.0000
CSU Pueblo	58481	0.0000
Picture Rocks Solar, LLC	58486	0.0000
Apex Solar PV Power Project	58489	0.0000

Spectrum Solar PV Power Project	58490	0.0000
RE Rosamond One LLC	58498	0.0000
RE Rosamond Two LLC	58499	0.0000
RE Rio Grande Solar LLC	58500	0.0000
RE Columbia 3 LLC	58502	0.0000
Chuckawalla Solar	58506	0.0000
Bear Creek Solar	58508	0.0000
Vintner Solar	58509	0.0000
Kettleman Solar Project	58510	0.0000
Ironwood Solar LLC	58513	0.0000
Desert Hot Springs Solar	58514	0.0000
Union HS at Casa Grande	58516	0.0000
Vista Grande HS at Casa Grande	58517	0.0000
Otero Solar	58520	0.0000
Manzano Solar	58521	0.0000
Madera Community Hospital	58522	0.0000
City of Hayward WWTP	58525	0.0000
Crown Cooling Facility	58527	0.0000
Garnet Solar Generation Station I LLC	58528	0.0000
Lake Pleasant WTP	58539	0.0000
Silver City WWTP PV Project	58540	0.0000
Desert Sunlight 250, LLC	58542	0.0000
Gilbert Solar Facility I, LLC	58543	0.0000
Mountain View Solar	58544	0.0000
Community Solar 1	58545	0.0000
SMPA Solar 1 Community Solar	58547	0.0000
Huerfano River Wind	58548	0.0000
GSE NM1	58576	0.0000
Sonora 1	58578	0.0000
Oltmans SCE at Champagne	58581	0.0000
Oltmans SCE at Jurupa	58582	0.0000
Sierra Nevada Brewing Co Hybrid	58585	0.0000
Sue Cleveland High School	58588	0.0000
Rio Rancho High School	58589	0.0000
Cascade Solar	58590	0.0000
Solar Gen 2 Solar Facility	58592	0.0000
Beryl Solar Plant	58598	0.0000
Cedar Valley Solar Plant	58599	0.0000
Buckhorn Solar Plant	58600	0.0000
Milford Flat Solar Plant	58601	0.0000
Laho Solar Plant	58602	0.0000
Greenville Solar Plant	58603	0.0000
Granite Peak Solar Plant	58604	0.0000

Industry Solar Power Generation Station 1 LLC	58609	0.0000
Navajo Solar Power Generation Station 1 LLC	58610	0.0000
Powhatan Solar Power Generation Station 1 LLC	58611	0.0000
Otoe Solar Power Generation Station 1 LLC	58612	0.0000
Westlands Solar PV Farm	58616	0.0000
Sol Orchard El Centro PV	58621	0.0000
Carter Hydro	58622	0.0000
Santa Rita Jail Hybrid	58625	0.0000
Western Antelope Blue Sky Ranch A	58626	0.0000
Western Antelope Dry Ranch	58627	0.0000
Actus Lend Lease DMAFB	58632	0.0000
Monterey Regional Water Pollution Control Agency	58633	0.0000
Lancaster Baptist Church	58634	0.0000
Sacramento Fairbairn Water Treatment Plant	58636	0.0000
Tulare 1 and 2	58642	0.0000
Stateline Solar	58646	0.0000
Utah Red Hills Renewable Energy Park	58660	0.0000
Blue Sky One	58689	0.0000
Nooksack Hydro	58696	0.0000
Mira Loma	58698	0.0000
Phoenix Airport East Economy Lot	58708	0.0000
Phoenix Airport Rental Car Center	58709	0.0000
Lost Hills/Blackwell	58711	0.0000
North Star Solar	58713	0.0000
Orion Solar I	58718	0.0000
Orion Solar II	58721	0.0000
North Bay Solar 1	58748	0.0000
Lancaster Dry Farm Ranch B	58750	0.0000
Rodeo Solar C2	58751	0.0000
Rodeo Solar D2	58752	0.0000
Summer Solar A2	58753	0.0000
Summer Solar B2	58754	0.0000
Summer Solar C2	58755	0.0000
Summer Solar D2	58756	0.0000
Summer North Solar	58757	0.0000
Expressway Solar A	58761	0.0000
Expressway Solar B	58762	0.0000
Expressway Solar C2	58763	0.0000

Spring Canyon Expansion Wind Energy Ctr	58769	0.0000
South Canal Hydro-1	58783	0.0000
South Canal Hydro-3	58784	0.0000
Storrie Lake Solar Project	58794	0.0000
Shasta Solar Farm	58814	0.0000
Redcrest Solar Farm	58831	0.0000
Cogenra - TEP	58832	0.0000
Red Horse 2	58833	0.0000
Gato Montes Solar, LLC	58842	0.0000
ASTI	58889	0.0000
Beringer	58890	0.0000
Prosperity Energy Storage Facility Hybrid	58899	0.0000
Tri-County Water Hydropower Project	58901	0.0000
Valley Center 1	58906	0.0000
Valley Center 2	58907	0.0000
Ramona 1	58909	0.0000
Ramona 2	58911	0.0000
Santa Fe Springs Rooftop Solar BLDG M	58912	0.0000
Santa Fe Springs Rooftop Solar BLDG H	58913	0.0000
2081 Terzian Solar Project	58918	0.0000
2127 Harris Solar Project	58919	0.0000
2097 Helton Solar Project	58920	0.0000
Cloverdale Solar I	58949	0.0000
Intel Folsom Phase 2	58954	0.0000
Oregon University System OIT Klamath Falls	58961	0.0000
Las Virgenes Municipal Water District	58963	0.0000
Fairfield Wind	58966	0.0000
Fort Huachuca Solar PV Project	58972	0.0000
White River Solar 2	58973	0.0000
Henrietta Solar Project	58975	0.0000
RE Camelot LLC	58983	0.0000
RE Adams East, LLC	58984	0.0000
RE Kansas Solar, LLC	58985	0.0000
RE Old River One, LLC	58986	0.0000
RE Columbia Two, LLC	58990	0.0000
RE Kent South, LLC	58991	0.0000
Two Dot Wind Farm	59003	0.0000
Woodmere Solar Farm	59008	0.0000
Hayworth Solar	59009	0.0000
Macho Springs	59010	0.0000
Rio Rico Solar	59044	0.0000
Vacaville	59058	0.0000
Chopin Wind LLC	59076	0.0000

Cottonwood Solar, LLC (Goose Lake)	59086	0.0000
Cottonwood Solar, LLC (City of Corcoran)	59087	0.0000
Calipatria Solar Farm	59088	0.0000
Division 1	59094	0.0000
Division 2	59095	0.0000
Division 3	59096	0.0000
Kettering Solar 1	59098	0.0000
Kettering Solar 2	59099	0.0000
Enerparc CA1 LLC	59122	0.0000
CSD 2- Freedom High	59129	0.0000
CSD 2 - Heritage High	59130	0.0000
Dartmouth Landfill	59131	0.0000
EAFB - North Base	59132	0.0000
EAFB - South Base	59133	0.0000
SDCCD - Miramar	59138	0.0000
SDCWA - Twin Oaks	59139	0.0000
Brighton PV Solar Plant	59144	0.0000
RE Mustang LLC	59150	0.0000
Lancaster Solar 1	59167	0.0000
Avalon Solar	59168	0.0000
Lancaster Solar 2	59169	0.0000
Hesperia	59182	0.0000
CID Solar, LLC	59183	0.0000
Sterling PV 3	59198	0.0000
Mesa PV1	59199	0.0000
Farmersville	59203	0.0000
Porterville 6 and 7	59219	0.0000
Rising Tree Wind Farm II	59235	0.0000
Rising Tree Wind Farm III	59236	0.0000
Lone Valley Solar Park II LLC	59237	0.0000
Eagle Springs Solar LLC	59239	0.0000
Rio Bravo Solar 1 LLC	59249	0.0000
Rio Bravo Solar II LLC	59250	0.0000
Wildwood Solar II	59253	0.0000
Lancaster Little Rock	59262	0.0000
Merced Solar LLC	59265	0.0000
Mission Solar LLC	59267	0.0000
Hollister Solar LLC	59268	0.0000
Victor Mesa Linda B2	59269	0.0000
Victor Mesa Linda C2	59270	0.0000
Victor Mesa Linda D2	59271	0.0000
Victor Mesa Linda E2	59272	0.0000
SEPV Palmdale East	59273	0.0000
California PV Energy at ISD WWTP	59283	0.0000

Hanford 1 and 2	59300	0.0000
Beacon Solar Plant Site 5	59308	0.0000
Beacon Solar Plant Site 2	59309	0.0000
Hecate Energy Beacon Solar 1	59315	0.0000
Hecate Energy Beacon Solar 3	59316	0.0000
Hecate Energy Beacon Solar 4	59317	0.0000
Pumpjack Solar I	59322	0.0000
Sacramento (SMUD)	59323	0.0000
Golden Acorn Casino	59328	0.0000
City of Soledad Water Reclamation	59329	0.0000
Taylor Farms	59330	0.0000
Anheuser-Busch #2	59331	0.0000
Catalina Solar 2, LLC	59334	0.0000
Quinto Solar PV Project	59339	0.0000
Dorena Hydro-Electric Facility	59357	0.0000
SCE-Snowline-Duncan Road (North)	59359	0.0000
SCE-Snowline-Duncan Road (South)	59360	0.0000
Old Mill Solar	59374	0.0000
Wildwood Solar I, LLC	59380	0.0000
Enterprise Solar, LLC	59386	0.0000
Escalante Solar I, LLC	59387	0.0000
Escalante Solar II, LLC	59388	0.0000
Escalante Solar III, LLC	59389	0.0000
City of Tulare Water Facility	59395	0.0000
Searchlight Solar	59404	0.0000
Diamond Valley Solar Project	59405	0.0000
Newman Solar	59407	0.0000
Shafter Solar LLC	59408	0.0000
Madelyn Solar, LLC	59409	0.0000
Rudy Solar, LLC	59410	0.0000
Mitchell Solar, LLC	59411	0.0000
Algonquin SKIC20 Solar LLC	59412	0.0000
Corcoran Solar 2	59413	0.0000
Atwell Island West Solar	59414	0.0000
Anaheim Solar Energy Plant	59416	0.0000
SCE-Snowline-White Road (South)	59421	0.0000
SCE-Snowline-White Road (North)	59422	0.0000
SCE-Snowline-White Rd (Central)	59423	0.0000
Baker Creek Hydroelectric	59428	0.0000
Solar Las Vegas MB-1	59430	0.0000
Sierra Solar Greenworks	59431	0.0000
Adelanto Solar II, LLC	59440	0.0000
Adelanto Solar, LLC	59441	0.0000
TA-Acacia, LLC	59443	0.0000

Valencia Solar	59454	0.0000
Tech Park Solar	59455	0.0000
Denver Intl Airport IV Solar	59462	0.0000
Alamo Solar	59469	0.0000
Ft. Churchill PV	59472	0.0000
Apple Campus 2 PV	59473	0.0000
Jett Creek Windfarm (Burnt River)	59490	0.0000
Benson Creek Windfarm (Burnt River)	59491	0.0000
Durbin Creek Windfarm (Burnt River)	59492	0.0000
Prospector Windfarm (Burnt River)	59493	0.0000
Willow Spring Windfarm (Burnt River)	59494	0.0000
Giffen Solar Park	59522	0.0000
Five Points Solar Park	59523	0.0000
Blackwell Solar Park	59524	0.0000
Wright Solar Park	59525	0.0000
Solar Oasis LLC	59528	0.0000
Borden Solar Farm	59531	0.0000
Springbok Solar Farm 1	59532	0.0000
Coronus Adelanto West 1	59536	0.0000
Coronus Adelanto West 2	59537	0.0000
Park Meridian #1	59539	0.0000
Rancho Cucamonga Dist #1	59540	0.0000
Terra Francesco	59541	0.0000
Putah Creek Solar Farm	59550	0.0000
Vega Solar	59555	0.0000
Sandoval Solar Energy Center	59558	0.0000
Springer Solar 1	59560	0.0000
Colton Solar One, LLC	59597	0.0000
Colton Solar Two, LLC	59598	0.0000
Tropico Solar PV Plant	59599	0.0000
Nicolis Solar PV Plant	59600	0.0000
Maricopa West Solar PV, LLC	59607	0.0000
AP North Lake I, LP	59610	0.0000
Meadow Lake Solar Energy Center	59618	0.0000
Cibola	59619	0.0000
South Milford Solar Plant	59620	0.0000
Kettleman Solar -Centaurus	59633	0.0000
Sandstone Solar	59634	0.0000
Coronal Lost Hills	59638	0.0000
Forever 21 Retail, Inc.	59651	0.0000
Nordhoff Place	59652	0.0000
City of Truth or Consequences PV	59653	0.0000
Comanche Solar	59656	0.0000
Imperial Valley Solar Co (IVSC) 2, LLC	59657	0.0000

Sun Harvest Solar NDP1	59687	0.0000
Mt. Home Solar 1, LLC	59695	0.0000
Pavant Solar, LLC	59702	0.0000
Cottonwood Solar, LLC Cottonwood Carport	59703	0.0000
Seville 1	59722	0.0000
Seville 2	59723	0.0000
SEPV 18	59730	0.0000
Aspiration G	59737	0.0000
Citizen B	59738	0.0000
Lancaster WAD B	59739	0.0000
SEPV Mojave West	59740	0.0000
Sunnyside Ranch Community Solar Array	59742	0.0000
DSH (CA) - Coalinga State Hospital	59746	0.0000
River Mountains Solar	59747	0.0000
CDCR (CA) - Pleasant Valley State Prison	59748	0.0000
Pryor Mountain Wind	59757	0.0000
Davis Monthan AFB (AZ) West Airfield	59779	0.0000
Fiddler's Canyon #2	59786	0.0000
Fiddler's Canyon #1	59787	0.0000
Oregon University System Rabbit Field	59790	0.0000
Colon PV	59798	0.0000
Airport 1 Solar (DIA)	59807	0.0000
Tooele Army Depot(CSG)	59817	0.0000
Mohave Electric at Fort Mohave	59819	0.0000
Playa Solar 1, LLC	59827	0.0000
Springbok Solar Farm 2	59840	0.0000
Pikes Peak Solar Garden 1 LLC CSG	59848	0.0000
Adams Community Solar Garden LLC	59849	0.0000
Adams Community Solar Garden III LLC	59850	0.0000
Kingbird A Solar LLC	59868	0.0000
Little Bear Solar 1, LLC	59870	0.0000
UC Davis South Campus	59872	0.0000
Windhub Solar A LLC	59878	0.0000
North Rosamond Solar LLC	59879	0.0000
Corcoran Solar 3	59900	0.0000
Oro Loma	59915	0.0000
SunE- E Philadelphia Ontario	59916	0.0000
Nellis Solar PV II	59919	0.0000
Fiddler's Canyon 3	59932	0.0000
RE Tranquillity	59939	0.0000
Great Valley Solar Portfolio Holdings, LLC	59940	0.0000
Iron Springs Solar, LLC	59941	0.0000
Morgan Lancaster 1	59942	0.0000

Granite Mountain Solar West, LLC	59945	0.0000
Granite Mountain Solar East, LLC	59946	0.0000
Bakersfield 111	59948	0.0000
Milford 2	59958	0.0000
Western Antelope Blue Sky B	59961	0.0000
North Lancaster Ranch	59962	0.0000
Central Antelope Dry Ranch C	59963	0.0000
Elevation Solar C	59964	0.0000
Latigo Wind Park	59965	0.0000
Golden West Power Partners LLC	59974	0.0000
Carousel Wind Farm LLC	59975	0.0000
RE Astoria	59976	0.0000
RE Astoria 2	59977	0.0000
Adapture CA2, LLC	59978	0.0000
Columbia Solar Energy, LLC	59979	0.0000
Morelos del Sol	60007	0.0000
Hooper Solar	60008	0.0000
SR Jenkins Ft Lupton	60023	0.0000
Little Rock Pham Solar	60026	0.0000
Adera Solar	60027	0.0000
SunE Rochester	60032	0.0000
CA Flats Solar 130, LLC	60033	0.0000
CA Flats Solar 150, LLC	60034	0.0000
Tequesquite Landfill Solar PV Project	60035	0.0000
Frontier Solar LLC	60039	0.0000
Cuyama Solar, LLC	60043	0.0000
Golden Hills Wind	60049	0.0000
Steel Bridge Solar, LLC	60057	0.0000
Lindberg Field Solar	60060	0.0000
Avalon Solar II	60062	0.0000
CED Avenal	60077	0.0000
CED Ducor 1	60078	0.0000
CED Ducor 2	60079	0.0000
CED Ducor 3	60080	0.0000
CED Ducor 4	60081	0.0000
Fresno Solar	60083	0.0000
AVS Lancaster 1	60085	0.0000
US-TOPCO (Soccer Center)	60086	0.0000
Kingbird B Solar, LLC	60091	0.0000
Blythe Solar II, LLC	60092	0.0000
Blythe Solar 110, LLC	60093	0.0000
Blythe Solar III, LLC Hybrid	60094	0.0000
Blythe Solar IV, LLC	60095	0.0000
Oregon Convention Center	60112	0.0000

Granby Hydro	60119	0.0000
Lemoore 1	60142	0.0000
Peak View Wind Farm	60143	0.0000
Building F	60151	0.0000
Building G	60153	0.0000
Buidling L	60154	0.0000
Dulles	60182	0.0000
Freeway Springs	60183	0.0000
Solverde 1	60185	0.0000
Antelope DSR 1	60186	0.0000
Antelope DSR 2	60187	0.0000
Whitethorn Solar LLC	60193	0.0000
South Valley Solar Energy Center	60195	0.0000
Santa Fe Solar Energy Center	60196	0.0000
Santolina Solar Energy Center	60197	0.0000
Rio Communities Solar Energy Center	60198	0.0000
Strata Roof 1	60219	0.0000
Rancho Seco Solar, LLC	60226	0.0000
Estrella Mountain PV	60230	0.0000
Genentech-Oceanside Hybrid	60231	0.0000
RE Garland	60233	0.0000
Midway Solar Farm II	60237	0.0000
Algonquin SKIC 10 Solar, LLC	60242	0.0000
Valley View Solar	60247	0.0000
Skylark	60248	0.0000
Weymouth Solar Plant	60255	0.0000
Alta Luna	60258	0.0000
Pioneer Wind Park, LLC	60259	0.0000
Playa Solar 2	60261	0.0000
Westside Solar Power PV1	60275	0.0000
Castor Solar	60277	0.0000
Antelope Big Sky Ranch	60279	0.0000
Summer Solar LLC	60280	0.0000
Central Antelope Dry Ranch B LLC	60281	0.0000
SR Mavericks	60283	0.0000
Red Horse III	60285	0.0000
Montana Solar Facility	60300	0.0000
Holloman Solar Facility	60301	0.0000
San Isabel Solar, LLC	60304	0.0000
Portal Ridge Solar B, LLC	60310	0.0000
Portal Ridge Solar C, LLC	60311	0.0000
Midway Solar Farm III	60315	0.0000
Jeffco Community Solar Gardens LLC	60320	0.0000
Willow Spring Solar, LLC	60324	0.0000

Grove Solar Center, LLC	60330	0.0000
Hyline Solar Center, LLC	60331	0.0000
Open Range Solar Center, LLC	60332	0.0000
Railroad Solar Center, LLC	60333	0.0000
Thunderegg Solar Center, LLC	60334	0.0000
Vale Air Solar Center, LLC	60335	0.0000
Midway Solar Farm 1	60336	0.0000
Wal-Mart Truth or Consequences PV	60341	0.0000
Solar Las Vegas MB 2, LLC	60350	0.0000
Bison Solar LLC	60351	0.0000
Boulder Solar Power, LLC	60352	0.0000
Sulphur Springs	60381	0.0000
RE Garland A	60386	0.0000
RE Barren Ridge 1	60389	0.0000
Munro Valley Solar	60412	0.0000
Bonnybrooke PV	60413	0.0000
Calligan Creek Hydroelectric Project	60418	0.0000
RCWD PV Project	60426	0.0000
CA Dept of Public Health at Richmond	60428	0.0000
Three Peaks Power	60432	0.0000
E&B Resources	60446	0.0000
Pavant Solar II LLC	60449	0.0000
Corcoran	60450	0.0000
Bayshore Solar B, LLC	60474	0.0000
Bayshore Solar C, LLC	60475	0.0000
Bayshore Solar A, LLC	60481	0.0000
Longboat Solar, LLC	60485	0.0000
Greenfield Wind - MT	60486	0.0000
Redwood 4 Solar Farm	60490	0.0000
Springbok 3 Solar Farm Hybrid	60491	0.0000
SR Skylark B	60497	0.0000
Valley Center	60509	0.0000
Clear Spring Ranch PV Project	60511	0.0000
NLP Granger	60516	0.0000
Hancock Creek Hydroelectric Project	60517	0.0000
NorWest Energy 2, LLC	60548	0.0000
Solar Blythe 2	60558	0.0000
Golden Fields Solar I, LLC	60590	0.0000
Solar Star California, XLI, LLC	60591	0.0000
Voyager Wind I	60594	0.0000
Jacobson 5 MW Solar	60603	0.0000
BC Solar	60616	0.0000
Rush Creek Wind	60619	0.0000
Townsite Solar Project Hybrid	60654	0.0000

San Joaquin Solar	60678	0.0000
Amphitheater High School Solar	60684	0.0000
Canyon Del Oro High School Solar	60685	0.0000
Weld 1 Community Solar Array	60720	0.0000
Logan 1 Community Solar Array	60722	0.0000
Conejos 1 Community Solar Array	60723	0.0000
Arapahoe 3 Community Solar Array	60724	0.0000
Xcel Adams 2 Community Solar Array	60725	0.0000
Xcel Adams 1 Community Solar Array	60726	0.0000
SEPV Imperial Dixieland West	60744	0.0000
SEPV Imperial Dixieland East	60745	0.0000
Victory Solar LLC	60764	0.0000
American Kings Solar, LLC	60777	0.0000
PVN Milliken, LLC	60790	0.0000
SunAnza	60791	0.0000
CEC Solar #1117, LLC	60801	0.0000
Cloverdale Solar Center	60813	0.0000
Weber State University - Davis Campus PV	60821	0.0000
Intel - Ocotillo Campus Solar	60822	0.0000
Valley Sanitary District WTP Solar	60824	0.0000
Colgreen North Shore Solar Farm	60825	0.0000
Genentech Vacaville Meter #1	60844	0.0000
US GSA - Sacramento	60846	0.0000
Dept of General Services -FTB	60861	0.0000
Timothy Lake Powerhouse	60868	0.0000
Solar Star California, XLIV, LLC	60869	0.0000
Boulder Solar II, LLC	60885	0.0000
Pavant Solar III	60886	0.0000
Westmont 300B	60914	0.0000
Jacumba Solar Farm	60947	0.0000
Owens Valley Solar Project 11	60953	0.0000
Whitney Point Solar	60975	0.0000
OSLH, LLC	60976	0.0000
CSUF State College	60978	0.0000
CSUF Nutwood Solar	60979	0.0000
NextEra Westside PV	60981	0.0000
Lindberg Field Solar 2	60984	0.0000
Ramona Solar Energy	60995	0.0000
Iron Horse Battery Storage Hybrid	60996	0.0000
SCDA Solar 1	61006	0.0000
Marin Clean Energy Solar One	61013	0.0000
Twin Buttes II Wind	61040	0.0000
La Joya NM	61044	0.0000

Foundation CDCR LAC	61066	0.0000
Foundation Scheid Vineyards	61067	0.0000
Battle Mountain Solar Project	61098	0.0000
Pima Community College - East Campus	61104	0.0000
Manteca Land PV	61115	0.0000
Delano Land 1	61116	0.0000
Bakersfield PV 1	61117	0.0000
Bakersfield Industrial PV 1	61118	0.0000
Quichapa 1	61119	0.0000
Quichapa 2	61120	0.0000
Quichapa 3	61121	0.0000
Intel Folsom Phase 3	61152	0.0000
Big Timber Wind Farm	61155	0.0000
Columbus Solar Project	61165	0.0000
Shavano Falls Hydro	61189	0.0000
Shavano Falls Hydro Drop 4	61190	0.0000
Drop 5	61191	0.0000
IKEA Las Vegas 462	61193	0.0000
Merck - Upper Gwynedd Solar Array	61198	0.0000
T0588 Phoenix - AZ	61199	0.0000
OR Solar 2, LLC	61200	0.0000
OR Solar 3, LLC	61201	0.0000
Mount Signal Solar Farm V	61202	0.0000
Sacramento Regional County Sanitation PV	61209	0.0000
Green Beanworks C PV	61215	0.0000
Green Beanworks D PV	61216	0.0000
Head of U Canal Hydro Project	61217	0.0000
Golden Hills North Wind Energy Center	61222	0.0000
Westmont 300A	61249	0.0000
USPS PV	61250	0.0000
Antelope Expansion 2	61264	0.0000
Antelope DSR 3	61265	0.0000
Kayenta Solar Project	61268	0.0000
Gray Hawk Solar	61272	0.0000
Bear Creek Solar Center	61281	0.0000
River Bend Solar, LLC	61289	0.0000
South Mills Solar, LLC	61290	0.0000
Green Meadow Solar, LLC	61291	0.0000
SR Kersey	61314	0.0000
Port of LA Solar FiT Project	61319	0.0000
Great Divide Solar, LLC	61335	0.0000
Black Eagle Solar, LLC	61336	0.0000
Magpie Solar, LLC	61337	0.0000

Mill Creek Solar (OR)	61338	0.0000
Green Beanworks B PV	61339	0.0000
WyEast Solar	61345	0.0000
Westmont 400A	61348	0.0000
Westmont 400B	61349	0.0000
Mount Signal Solar Farm II	61353	0.0000
Sweetwater Solar	61369	0.0000
Amazon - Patterson PV	61377	0.0000
Valencia 1 Solar CA	61418	0.0000
One Ten Partners PV	61419	0.0000
Merced 1 PV	61420	0.0000
Madera 1 PV	61421	0.0000
OR Solar 5, LLC	61423	0.0000
OR Solar 8, LLC	61424	0.0000
Coyote Ridge Community Solar	61425	0.0000
OR Solar 6, LLC	61430	0.0000
Foundation California Training Facility	61442	0.0000
Foundation Mann Packing	61443	0.0000
Foundation Salinas Valley State Prison	61444	0.0000
Gaskell West 1 Solar Facility	61445	0.0000
SR Platte Solar Farm	61462	0.0000
Vandenberg Solar Project	61463	0.0000
San Luis Solar Garden	61472	0.0000
Adams Solar Center	61496	0.0000
Elbe Solar Center	61497	0.0000
Klamath Falls Solar 2 CSG	61553	0.0000
Facebook 1 Solar Energy Center	61556	0.0000
Facebook 2 Solar Energy Center	61557	0.0000
Facebook 3 Solar Energy Center	61558	0.0000
Woodline Solar	61559	0.0000
Eagle Point Solar	61560	0.0000
Tumbleweed Solar, LLC	61580	0.0000
Voyager Wind II	61582	0.0000
Voyager Wind III	61583	0.0000
Voyager Wind IV	61584	0.0000
Westmont 301	61593	0.0000
Westmont 401	61594	0.0000
San Luis Valley Solar Array	61605	0.0000
Vilas Solar Array	61606	0.0000
Stenner Creek Solar	61607	0.0000
Techren Solar I LLC	61611	0.0000
CDCR (CA) - Solano State Prison	61619	0.0000
CDCR (CA) - Corcoran State Prison	61620	0.0000
CDCR (CA) - Wasco State Prison	61621	0.0000

Kilroy Solar	61628	0.0000
Chiloquin Solar, LLC	61631	0.0000
Carrizozo Solar	61662	0.0000
Pinal Central Energy Center Hybrid	61678	0.0000
USG 1	61682	0.0000
USG 2	61683	0.0000
North Gooding Main Hydro	61688	0.0000
IVC Solar	61692	0.0000
Folsom SP and CSP Sacramento	61698	0.0000
Aerolease	61718	0.0000
Wistaria Ranch Solar	61750	0.0000
Quincy II Solar Garden	61752	0.0000
Imboden Solar Garden	61753	0.0000
Stage Gulch Solar	61791	0.0000
Lavio Solar	61792	0.0000
EGP Stillwater Solar PV II, LLC	61809	0.0000
Titan Solar	61811	0.0000
RPUWD Scheuer Well Solar Project	61824	0.0000
Dignity - Siena Campus	61825	0.0000
Dayton Cutoff Solar	61827	0.0000
Valley Creek Solar	61828	0.0000
Silverton Solar	61829	0.0000
Sheep Solar	61830	0.0000
Colton Solar	61831	0.0000
Interstate Solar	61832	0.0000
Soboba Community Solar Project	61834	0.0000
Grand Ronde Solar	61835	0.0000
SeaWorld Aquatica	61843	0.0000
Brush Solar Center	61844	0.0000
Eagle Shadow Mountain Solar Farm	61852	0.0000
Jordanelle Dam Hydroelectric Project	61853	0.0000
Baker City Solar	61854	0.0000
Morgan Solar Center	61855	0.0000
Vale Solar Center	61856	0.0000
Ontario Solar Center	61860	0.0000
Dignity - San Martin	61862	0.0000
Bar D	61886	0.0000
National Raisin	61894	0.0000
Casa Mesa Wind Energy Center Hybrid	61925	0.0000
Techren Solar II LLC	61930	0.0000
Techren Solar III LLC	61931	0.0000
Techren Solar IV LLC	61932	0.0000
Adams Nielson Solar	61933	0.0000
Pacific Ethanol Madera Solar Array	61989	0.0000

Pioneer Solar (CO), LLC	61991	0.0000
Gavilan Community College Solar Project	61993	0.0000
UC Merced Solar Hybrid	61995	0.0000
San Pablo Raceway	62004	0.0000
Mustang Two	62015	0.0000
UC Riverside Lots 30 & 32	62016	0.0000
Stanford Campus Solar	62020	0.0000
CSU Long Beach Lots 7 & 14	62028	0.0000
Santa Rosa Junior College Petaluma Solar	62039	0.0000
Citizens Imperial Solar	62052	0.0000
Lancaster	62056	0.0000
Pima Community College	62075	0.0000
Blue Shld Of Cal- El Dorado Hlls Mtr B	62077	0.0000
Syncarpha Eagle Nest	62149	0.0000
Chaffey College Rancho Cucamonga Campus	62150	0.0000
Clif Bar Bakery of Twin Falls	62151	0.0000
Boring Solar LLC	62169	0.0000
Ballston Solar LLC	62170	0.0000
Labish Solar LLC	62171	0.0000
Desert Harvest, LLC	62177	0.0000
Maverick Solar, LLC	62178	0.0000
CNMEC Solar Energy Center	62191	0.0000
Oak Leaf Solar XXVII LLC	62224	0.0000
Oak Leaf Solar XXX LLC (CSG)	62239	0.0000
NorWest Energy 9 LLC	62241	0.0000
County of San Diego SBRC	62242	0.0000
Oak Leaf Solar XXI (CSG)	62243	0.0000
Oak Leaf Solar XXXI LLC (CSG)	62244	0.0000
Oak Leaf Solar XXV LLC (CSG)	62245	0.0000
Target Woodland Solar Project	62246	0.0000
Oak Leaf Solar XXXII (CSG)	62251	0.0000
Oak Leaf Solar XXII LLC (CSG)	62252	0.0000
Oak Leaf Solar XXIV LLC (CSG)	62253	0.0000
Oak Leaf Solar XXVI LLC	62254	0.0000
Oak Leaf Solar XXVIII LLC (CSG)	62255	0.0000
Oak Leaf Solar XXIII LLC (CSG)	62256	0.0000
Trout Creek Solar	62260	0.0000
NorWest Energy 4, LLC	62268	0.0000
Bly Solar Center	62272	0.0000
Liberty HS Solar Project	62274	0.0000
Frontier HS Solar Project	62275	0.0000
Xebec 1	62286	0.0000
Francisco St. Solar	62287	0.0000

Valentine Solar, LLC	62288	0.0000
Grazing Yak Solar	62376	0.0000
CFW Solar X LLC - Vaughn	62378	0.0000
City of Gallup Solar	62406	0.0000
Techren Solar V	62440	0.0000
Busch Ranch II Wind Farm	62445	0.0000
Little Bear 3	62463	0.0000
Little Bear 4	62464	0.0000
Little Bear 5	62465	0.0000
Vista Solar Energy Center	62467	0.0000
Cove Mountain Solar	62469	0.0000
Cove Mountain Solar 2	62470	0.0000
Crossing Trails Wind Power Project LLC.	62489	0.0000
Palmer Solar	62495	0.0000
TB Flats	62516	0.0000
Renew Solar ABC Sacramento LLC	62545	0.0000
Aquamarine	62547	0.0000
Airport Solar	62560	0.0000
Preferred Freezer San Leandro	62578	0.0000
Ekola Flats	62591	0.0000
Rio De Oro Solar Energy Center	62597	0.0000
PFMG Solar Grossmont Helix LLC	62611	0.0000
NVSS-II	62636	0.0000
AZ State University - Tempe Campus Solar	62643	0.0000
SFDK Solar	62649	0.0000
HL Solar	62655	0.0000
Hunter Solar LLC (UT)	62656	0.0000
Gilcrest Solar	62663	0.0000
Quincy Solar	62664	0.0000
Sigurd Solar LLC	62666	0.0000
Lafayette Horizon Solar CSG LLC	62667	0.0000
Antelope Expansion 3A	62673	0.0000
Antelope Expansion 3B	62674	0.0000
American Canyon Solar	62687	0.0000
Malech Solar Farm	62688	0.0000
Hellyer Solar Farm	62689	0.0000
Guadalupe Solar Farm	62690	0.0000
Mesa CSG 2 Massicotte	62718	0.0000
Mesa CSG 1 Murdock	62719	0.0000
Solar Star Palo Alto I, LLC	62732	0.0000
Wheatridge Hybrid	62745	0.0000
RC Energy AA LLC Solar Facility	62756	0.0000
Bloomington Solar I	62805	0.0000
Shelter Creek Condominiums Solar	62806	0.0000

Milford Solar 1	62812	0.0000
Mountain Breeze Wind, LLC	62840	0.0000
Amazon Denver DEN3	62877	0.0000
East Line Solar	62899	0.0000
Windsor Floating Solar	62902	0.0000
Orchard Windfarm 1, LLC	62935	0.0000
South Peak Wind	62939	0.0000
Cheyenne Ridge Wind Farm	62952	0.0000
Grossmont HS Solar Project	62987	0.0000
Wildflower Solar 1	62988	0.0000
Bluewater CDEC 1	62994	0.0000
Grants CDEC 2	62995	0.0000
SCCCD - Clovis Community College	63021	0.0000
Gloucester Solar	63031	0.0000
Prineville Solar Energy LLC	63049	0.0000
Millican Solar Energy LLC	63050	0.0000
CalCity Solar 1	63054	0.0000
Clover Creek Solar(Community Solar)	63061	0.0000
SCCCD - Fresno Community College	63068	0.0000
Reedley Community College Solar	63074	0.0000
Eagle Creek	63078	0.0000
Harry Allen Solar Energy LLC	63080	0.0000
San Miguel I Solar Energy Center	63081	0.0000
San Miguel II Solar Energy Center	63082	0.0000
UC Santa Cruz Solar	63091	0.0000
Syncarpha Taos	63123	0.0000
Syncarpha El Rito	63124	0.0000
Syncarpha Questa	63125	0.0000
Roundhouse Wind Energy Project	63133	0.0000
Tom Sifers Solar	63163	0.0000
Whiskey Hill Solar	63164	0.0000
Rio Rancho Solar Energy Center	63184	0.0000
Bio-Rad	63189	0.0000
CID Solar (CA)	63204	0.0000
Rafael Solar	63206	0.0000
Case Creek Solar	63207	0.0000
Kale Patch Solar	63208	0.0000
O'Neill Creek Solar	63235	0.0000
Mtn. Solar 1	63276	0.0000
Mtn. Solar 2	63277	0.0000
CO LI CSG 1 - Kamerra	63278	0.0000
Garrett Solar	63301	0.0000
Alticor Inc - Solar Project	63303	0.0000
Duus Solar, LLC	63330	0.0000

Firwood Solar, LLC	63331	0.0000
Starvation	63344	0.0000
OE_AZ1	63349	0.0000
Medline Ind. Phase 2 Tracy	63361	0.0000
Niagara Bottling Stockton	63363	0.0000
Phelan Pinon Hills CSD Solar	63376	0.0000
Mtn. Solar 3 CSG	63379	0.0000
Castaic Lake Phase II	63385	0.0000
Rancho Seco Solar II, LLC	63387	0.0000
City of Rio Rancho WWTP	63391	0.0000
IOS II-LAX9	63414	0.0000
Sierra Pacific Industries (2042-RD)	63416	0.0000
DGS Wasco State Prison	63418	0.0000
DGS Central California Womens Facility	63419	0.0000
Fresno Bullard High School Hybrid	63420	0.0000
Fresno Hoover High School Hybrid	63421	0.0000
Fresno Sunnyside High School Hybrid	63422	0.0000
Corriedale Wind Energy	63436	0.0000
Sun Streams 2	63440	0.0000
Tickle Creek Solar	63442	0.0000
Thomas Creek Solar	63443	0.0000
RE-VFO LLC	63455	0.0000
St Louis Solar	63456	0.0000
Pika Solar	63462	0.0000
Brush Creek Solar	63464	0.0000
Minke Solar	63465	0.0000
Drift Creek Solar	63466	0.0000
Bighorn Solar	63467	0.0000
Saint Solar	63476	0.0000
Alcalde Solar Array	63477	0.0000
Point Wind	63482	0.0000
D'Arrigo Brothers - Phase 4	63486	0.0000
PSREC/SIAD Solar	63493	0.0000
Oso Grande Wind Farm	63502	0.0000
Copper Mountain Solar 5, LLC	63504	0.0000
Walnut Unified School District Walnut HS Hybrid	63510	0.0000
Moonlight Packing - Phase 2	63514	0.0000
California City	63516	0.0000
Lafayette 2 - Internal Services Dept	63527	0.0000
Pima Community College NW	63531	0.0000
Amazon DEN2 Solar Project	63536	0.0000
Chevron - Lost Hills Hybrid	63545	0.0000
Mohave Electric Cooperative at Joy Lane	63554	0.0000

Britton Solar Energy Center	63579	0.0000
SR Kersey II	63586	0.0000
SR Skylark C	63587	0.0000
Lafayette 2 - MLK Jr. Hospital (MLK)	63623	0.0000
Pleasanton - Amador Valley High School	63630	0.0000
Fort Rock I	63636	0.0000
Dunn Road Solar	63642	0.0000
North Kern State Prison Phase II	63651	0.0000
Mt Hope Solar	63663	0.0000
Williams Acres Solar	63664	0.0000
River Valley Solar	63665	0.0000
Oak Leaf Solar XXXIII LLC (Lantz)	63681	0.0000
Butler Solar, LLC	63694	0.0000
Rawhide Prairie Solar Hybrid	63722	0.0000
Slate Hybrid	63727	0.0000
Platteville Solar CSG, LLC	63753	0.0000
Kroger La Habra	63758	0.0000
Ballenger Road Solar A	63759	0.0000
Soscol Ferry Solar	63761	0.0000
Silveira Ranch Road Solar	63762	0.0000
Bighorn Solar 1	63770	0.0000
Suntex Solar, LLC	63778	0.0000
Rock Garden Solar, LLC	63779	0.0000
Alkali Solar, LLC	63795	0.0000
West Hines Solar I, LLC	63796	0.0000
Bronco Plains Wind, LLC	63803	0.0000
Golden Field Solar III, LLC	63859	0.0000
Encino Solar Energy Center	63860	0.0000
IBM Solar	63869	0.0000
Turquoise Nevada, LLC	63906	0.0000
SulusSolar17	63908	0.0000
Cedar Springs I	63914	0.0000
Cedar Springs II	63915	0.0000
Cedar Springs III	63916	0.0000
Riley	63925	0.0000
Fort Rock IV	63926	0.0000
Vacaville Hospital	63928	0.0000
Titan Solar 1 (CA)	63932	0.0000
Central 40	63940	0.0000
Oasis Alta	63941	0.0000
DGS Valley State Prison	63947	0.0000
Palmer Creek Solar, LLC	63956	0.0000
Day Hill Solar, LLC	63957	0.0000
SSD Marion 3, LLC	63958	0.0000

SSD Marion 5, LLC	63959	0.0000
SSD Marion 6, LLC	63960	0.0000
SSD Clackamas 1, LLC	63961	0.0000
SSD Clackamas 4, LLC	63962	0.0000
SSD Clackamas 7, LLC	63963	0.0000
SSD Marion 1, LLC	63964	0.0000
SulusSolar35	63969	0.0000
Red Cloud Wind LLC	63981	0.0000
FTF-PackingShed	63993	0.0000
Firebaugh-CCS-PV-1	63994	0.0000
SulusSolar33	64006	0.0000
SulusSolar28	64007	0.0000
MilfordSolar OR	64008	0.0000
BristolSolar	64009	0.0000
Alden Solar CSG LLC	64021	0.0000
SulusSolar22	64022	0.0000
Monte Vista Solar 2 CSG, LLC	64024	0.0000
San Diego - EMDF at San Diego	64028	0.0000
Fremont CO 1, LLC	64031	0.0000
GreenparkSolar	64033	0.0000
SulusSolar25	64034	0.0000
SulusSolar29	64048	0.0000
San Diego - NCRC at Vista	64049	0.0000
Orchard Windfarm 2, LLC	64051	0.0000
Orchard Windfarm 3, LLC	64052	0.0000
Orchard Windfarm 4, LLC	64053	0.0000
Clines Corners Wind Farm LLC	64054	0.0000
Wonderful Orchards - New Columbia	64055	0.0000
Wheatridge 1	64057	0.0000
Duran Mesa LLC	64065	0.0000
Tecolote Wind LLC	64066	0.0000
Tesla Reno GigaFactory	64098	0.0000
Desert Harvest II LLC	64103	0.0000
James W. Broderick Hydropower Plant	64123	0.0000
SR Rattlesnake	64152	0.0000
Horn Rapids Solar, Storage and Training	64198	0.0000
Jack's Solar Garden	64200	0.0000
Wonderful Orchards - Westside	64220	0.0000
Wonderful Orchards - Belridge	64221	0.0000
Las Virgenes	64264	0.0000
Rock Creek 2 CSG	64265	0.0000
Alamosa Solar South CSG	64266	0.0000
Valencia 2	64267	0.0000
ESCA-LL-COLTON, LLC	64270	0.0000

SE Athos II, LLC	64290	0.0000
Dissigno Healdsburg FPV, LLC	64308	0.0000
Coachella Hills Wind	64323	0.0000
Summit Winds	64326	0.0000
Two Dot Wind Broadview East LLC	64332	0.0000
NSE Camber BH CSG 2, LLC	64355	0.0000
Western Meadowlark Solar SCS NE 1, LLC	64365	0.0000
Tranquillity ID	64376	0.0000
Gilcrest V CSG	64386	0.0000
TruStile Doors - Denver	64388	0.0000
Firestone Walker Brewery - Phase 1	64391	0.0000
EMWD - Perris Valley RWRF	64396	0.0000
EMWD - San Jacinto RWRF NEM	64397	0.0000
EMWD - Sun City RWRF	64398	0.0000
CSU San Jose State University	64401	0.0000
El Dorado County	64402	0.0000
California State Univ at Channel Islands	64403	0.0000
Mesa Carport PV	64404	0.0000
EMWD - Moreno Valley RWRF	64406	0.0000
Big Bear	64418	0.0000
Wilmot Energy Center LLC	64426	0.0000
Vallecitos Water District	64438	0.0000
Valencia 3	64441	0.0000
Arlington Microgrid	64446	0.0000
Berry Road Solar	64472	0.0000
Department of Justice	64517	0.0000
CA Institute for Women	64518	0.0000
Centinela State Prison	64519	0.0000
Calipatria State Prison	64521	0.0000
Atascadero State Hospital	64523	0.0000
SoCore Clovis 1	64524	0.0000
Broadway 2 - UC Riverside	64579	0.0000
Broadway 2 - Tucson Phase II	64580	0.0000
Prologis L.P	64600	0.0000
County of San Diego COC Hybrid	64601	0.0000
MC6 Hydro Facility	64607	0.0000
SEPV Sierra	64611	0.0000
Hudson - High Desert Hybrid	64624	0.0000
Borderlands Wind, LLC	64638	0.0000
Lake Herman	64676	0.0000
Van der Hoek Solar Array/ Dairy	64687	0.0000
Dos Palos	64693	0.0000
El Dorado Solar, LLC	64700	0.0000
Amazon PSP1	64751	0.0000

Redwood Coast Airport Microgrid	64766	0.0000
Brightwood Solar, LLC	64830	0.0000
Oak Leaf Solar XVIII LLC	64831	0.0000
Catalina Express	64836	0.0000
Marina South	64837	0.0000
Prairie	64846	0.0000
Deer Creek 2	64861	0.0000
Edwards Sanborn E3	64877	0.0000
Edwards Sanborn E2	64879	0.0000
Venture 1 - 1A CSG	64880	0.0000
Maverick Solar 4, LLC	64104	0.0000
Maverick Solar 6, LLC	64105	0.0000
Maverick Solar 7, LLC	64106	0.0000
Sacramento Point West Medical Offices	64994	0.0000
SSI West Riverside Landfill LLC	65002	0.0000
Foothill Sanitary Landfill - Solar Array	65089	0.0000
Fremont - Kato Rd	65131	0.0000
Five H Farms Solar Array	65168	0.0000
Van der Kooi Dairy Solar Array	65169	0.0000
Donaghy-Stockton	65177	0.0000
Broadway 3 - UC Merced 1	65186	0.0000
Broadway 3 - UCSB Lot 38	65187	0.0000
Broadway 4 - Target Shafter	65188	0.0000
OK Produce Fresno Carport	65229	0.0000
Chambers 4 - Eastvale LGB3	65238	0.0000
Chambers 4 - Redland LGB4	65251	0.0000
Chambers 4 - Riverside LGB6	65252	0.0000
Chambers 4 - Rialto LGB8	65253	0.0000
Chambers 4 - Sacramento SMF1	65254	0.0000
Chambers 4 - Eastvale DCA2	65255	0.0000
Chambers 4 - San Bernardino SNA7	65256	0.0000
Wonderful Huller & Shelling	65277	0.0000
Wonderful Lost Hills	65278	0.0000
20333 Normandie PV, LLC	65331	0.0000
Danell Bros Inc	65364	0.0000
Lincoln WWTF Hybrid	65382	0.0000
Bodega Avenue Solar LLC	65383	0.0000
Rancho Cordova Medical Offices	65384	0.0000
Antioch Central Utility Plant	65404	0.0000
Gilead Foster City Solar Project	65409	0.0000
Laredo Detention Facility - Solar 2, 3	65464	0.0000
Google Moffett Park Solar Project	65568	0.0000
Gilead Sciences La Verne Rooftop Solar	65569	0.0000
BBARWA	65617	0.0000

Niagara Bottling - Rialto	65652	0.0000
Canal Energy S23, LLC	65740	0.0000
State-Fuel Level Increment	99999	0.0000
Altwind 1 - Altwind 1	P1	0.0000
Altwind 2 - Altwind 2	P2	0.0000
Altwind 3 - Altwind 3	P3	0.0000
Desert Winds I - Desert Winds I	P4	0.0000
Desert Winds II Pwr Purch Trst - Desert Winds II Pwr Purch Trst	P5	0.0000
Desert Winds III - Desert Winds III	P6	0.0000
San Gorgonio Altwind - San Gorgonio Altwind	P7	0.0000
San Gorgonio East - San Gorgonio East	P8	0.0000
1122-11423 Vanowen - FITS1042 - 11423 Vanowen St	P9	0.0000
1160-2645 La Cienega Ave - FITS1043 - 2645 LA CIENEGA	P10	0.0000
1254-10261 Glenoaks Blvd - FITS1039 - 10261 Glenoaks Blvd	P11	0.0000
1425-12360 Foothill Blvd - FITS1041 - 12360 FOOTHILL BL	P12	0.0000
14539 Blythe Solar PV - FITS1011 - 14539 Blythe St	P13	0.0000
21717 Nordhoff - FiTS1007 - 21717 Nordhoff St	P14	0.0000
8011-658 Venice Blvd. - FITS 1044 658 Venice Blvd	P15	0.0000
Bathke Broadway Properties - FiTS1001 - 2515 S Broadway	P16	0.0000
Capelin Distribution Center - FiTS1006 - 20000 S Western Ave	P17	0.0000
Cathay LA - Solar Project - FiTS1021 - 1501 N Main	P18	0.0000
Chatsmouth Solar Project 1 - FiTS1002 - 9640 Owensmouth	P19	0.0000
DS2 Solar FiT Project - FiTS1089 - 1115-1129 S Boyle Avenue	P20	0.0000
DS3 Solar FiT Project - FiTS1090 - 1103-1109 S Boyle Avenue	P21	0.0000
Figueroa & Ave 61 Center - FiTS1028 - 6100 North Figueroa St	P22	0.0000
FITS1017 - 11115 Laurel Canyon Blvd - FITS1017 - 11115 Laurel Canyon Blvd	P23	0.0000

Harbor Regional Park Ground Mount Solar Array - FITS1085 - 1581 West L Street	P24	0.0000
KSI Solar Whiteman - FITS1019 - 10500 Airpark Way	P25	0.0000
LAX Logistic Industrial Center - FiTD1012 - 5343/5353 Imperial Hwy	P26	0.0000
Layline Distribution Center - FiTS1003 - 1000 W Francisco St	P27	0.0000
Mastercraft 96.64kW Solar PV - FITS1020 - 7463 Varna	P28	0.0000
M-C Investments 4558 Brazil - FITS1065-4558 Brazil	P29	0.0000
North Figueroa & Ave. 58-59 Center - FITS1071-5801 N. Figueroa	P30	0.0000
Oxen Solar I - FiTD1019 - 11313 Oxnard St.	P31	0.0000
Prairie Solar I - FiTS1025 - 20001 W Prairie	P32	0.0000
Prairie Solar II - FiTS1026 - 19809 W Prairie	P33	0.0000
Saf Keep Melrose - FITS1016 - 4996 Melrose Ave	P34	0.0000
Saf Keep San Fernando - FITS1008 - 2840 San Fernando Rd	P35	0.0000
Shri Ji Ram Solar FIT Project - FITS1047 - 1933 W 60TH ST	P36	0.0000
SOL #1235 LOS ANGELES - FITS1040 - 6005/6033 S CENTRAL AV	P37	0.0000
Sunstarter Solar CXVI - FiTS1027 - 3650 E Olympic Blvd	P38	0.0000
Tangen Building - FITS1009 - 11205 S Broadway Place	P39	0.0000
Van Nuys Air - Hannah Solar - FiTD1011 - 7855 Hayvenhurst Ave	P40	0.0000
Aeroplex - FITS1100 - 16143 Waterman Dr	P41	0.0000
Aeroplex 2 - FITS1099 - 7943 -7949 Woodley Ave	P42	0.0000
Flight Building 1 - FITS1049 - 16665 16667 Arminta St	P43	0.0000
Flight Building 6 - FITS1054 - 16543 16545 Arminta St	P44	0.0000
Flight Building 7 - FITS1055 - 7901 7915 7929 Ruffner Ave	P45	0.0000
Flight Building 8 - FITS1056 - 16638 Arminta St	P46	0.0000
Flight Building 10 - FITS1058 - 16604 16608 Arminta St	P47	0.0000

Van Nuys Air - 16620 Stagg St - FITS1048 - 16620 Stagg St	P48	0.0000
Flight Building 2	P49	0.0000
Flight Building 3 - FITS1051 - 16637 16639 Arminta St	P50	0.0000
Flight Building 4 - FITS1052 - 16625 Arminta St	P51	0.0000
Flight Building 5 - FITS1053 - 16611 16615 Arminta St	P52	0.0000
Foothill - FITS1087 - 7061 Foothill Blvd	P53	0.0000
13207 Bradley Avenue - FITS1098 - 13207 Bradley Avenue	P54	0.0000
Flight Building 11 - FITS1059 - 16554 16556 Arminta St	P55	0.0000
Flight Building 12 - FITS1060 - 16540 16542 Arminta St	P56	0.0000
Flight Building 13 - FITS1061 - 16508-16526 Arminta St	P57	0.0000
Sun Valley 2 - FITS1101 - 11063 Pendleton Ave	P58	0.0000
BJE Solar FiT Project II - FITS1083 - 12607 Sherman Way	P59	0.0000
Flight Building 9 - FITS1057 - 16626 Arminta St	P60	0.0000
Valley Solar 1 - FITS1094 - 9340 9400 Penfield Ave	P61	0.0000
Valley Solar 5 - FITS1093 - 9330 Winnetka Ave N	P62	0.0000
Valley Solar 6 - FITS1095 - 19840 19860 Nordhoff Pl	P63	0.0000
BJE Solar FiT Project - FITS1084 - 7230 Bellaire Avenue	P64	0.0000
WE Solar FiT Project - FITS1082 - 11308 Penrose St	P65	0.0000
US Customhouse - BP 14-011G - 300 S Ferry St	P66	0.0000
Berths 153 154-155 - BP14-009F - 804 S Pier A St	P67	0.0000
Ardagh Cannery Building 8 - BP14-011D 936 S Barracuda St	P68	0.0000
Napa FiT - FITS1073 - 16901-16915 Napa St	P69	0.0000
Flight Building 14 - FITS1062 - 7861 Ruffner Avenue 16710 Stagg St	P70	0.0000

Woodman and Nordhoff Center - FITS1067 - 9011-9079 Woodman Ave	P71	0.0000
De Soto - FITS1103 - 9401 De Soto Ave	P72	0.0000
LA Convention Center Carport Solar	P73	0.0000
Main St - General Service HQ - Bldg 13 Rooftop Solar	P74	0.0000
Metro Center - Parking Garage Rooftop Solar	P75	0.0000
Owens Dry Lake Solar Demonstration - Owens Lake Solar Demo	P76	0.0000
Valley Generating Station - Admin Bldg Canopy Solar	P77	0.0000
Harbor Generating Station - HGS Warehouse Solar	P78	0.0000
Solar Rooftops Program - Group 1	P79	0.0000
Haiwee Power Plant - Haiwee Power Plant HA11	P80	0.0000
Haiwee Power Plant - Haiwee Power Plant HA12	P81	0.0000
AT&T Park Solar Arrays	P82	0.0000
SF Service Center Solar Array 1	P83	0.0000
SF Service Center Solar Array 2	P84	0.0000
CHARCOAL RAVINE	P85	0.0000
HAT CREEK HEREFORD RANCH	P86	0.0000
JAMES B. PETER	P87	0.0000
JAMES CRANE HYDRO	P88	0.0000
JOHN NEERHOUT JR.	P89	0.0000
KINGS RIVER HYDRO CO.	P90	0.0000
LOFTON RANCH	P91	0.0000
ORANGE COVE IRRIGATION DIST.	P92	0.0000
ROCK CREEK WATER DISTRICT	P93	0.0000
SCHAADS HYDRO	P94	0.0000
SWISS AMERICA	P95	0.0000
2103 HILL PRISTINE SUN LLC	P96	0.0000
2105 HART (Oroville Solar)	P97	0.0000
2154 Foote (Oroville Solar)	P98	0.0000
AMERICAN ENERGY, INC. (SAN LUIS BYPASS)	P99	0.0000
AMERICAN ENERGY, INC. (WOLFSEN BYPASS)	P100	0.0000
APEX 646-460	P101	0.0000
BROWNS VALLEY IRRIGATION DISTRICT	P102	0.0000
BUCKEYE HYDROELECTRIC PROJECT	P103	0.0000
CALAVERAS PUBLIC UTILITY DISTRICT #1	P104	0.0000

CALAVERAS PUBLIC UTILITY DISTRICT #2	P105	0.0000
CALAVERAS PUBLIC UTILITY DISTRICT #3	P106	0.0000
DIGGER CREEK RANCH	P107	0.0000
Goose Valley Hydro (SB32)	P108	0.0000
GreenLight- Peacock Solar Project	P109	0.0000
JACKSON VALLEY IRRIGATION DIST	P110	0.0000
Lassen Station Hydro	P111	0.0000
MADERA CANAL (1174 + 84)	P112	0.0000
Madera Canal (1923)	P113	0.0000
MADERA CANAL STATION 1302	P114	0.0000
Mathew's Dam Hydro	P115	0.0000
MCFADDEN HYDROELECTRIC FACILITY	P116	0.0000
Mill Sulphur Creek Project	P117	0.0000
NEVADA IRRIGATION DISTRICT NORTH COMBIE	P118	0.0000
PCWA – Lincoln Metering and Hydroelectric Station	P119	0.0000
Pristine Sun- 2192 Ramirez	P120	0.0000
Pristine Sun Alvares 2041	P121	0.0000
Pristine Sun Buzzelle	P122	0.0000
Pristine Sun Christensen	P123	0.0000
Pristine Sun Cotton 2096	P124	0.0000
PRISTINE SUN FITZJARRELL	P125	0.0000
Pristine Sun Jardine	P126	0.0000
PRISTINE SUN JARVIS	P127	0.0000
Pristine Sun Rogers	P128	0.0000
Pristine Sun Scherz	P129	0.0000
Pristine Sun Smotherman	P130	0.0000
Pristine Sun Stroing	P131	0.0000
Termoelectrica de Mexicali (MEX)	P132	0.3900
Salmon Creek Hydroelectric Project	P133	0.0000
Townsite Solar	P134	0.0000
SHAMROCK UTILITIES (CEDAR FLAT)	P135	0.0000
SHAMROCK UTILITIES (CLOVER LEAF)	P136	0.0000
SIERRA GREEN ENERGY	P137	0.0000
SILVER SPRINGS	P138	0.0000
Sirius Solar	P139	0.0000
TUNNEL HILL HYDROELECTRIC PROJECT	P140	0.0000
Twin Valley Hydro	P141	0.0000
Water Wheel Ranch	P142	0.0000
YUBA COUNTY WATER AGENCY (Mini Hydro)	P143	0.0000
GRASSHOPPER FLAT	P144	0.0000
Sutter's Mill	P145	0.0000

Hayward Paul Luckey	P146	0.0000
J Bar 9 Ranch, Inc. (LU)	P147	0.0000
West Side	P148	0.0000
Cape Scott Wind	P149	0.0000
Dokie Wind	P150	0.0000
Meikle Wind	P151	0.0000
Moose Lake Wind	P152	0.0000
Pennask Wind Farm	P153	0.0000
Quality Wind	P154	0.0000
FIT - McClellan Park	P155	0.0000
Sutter's Landing Solar	P156	0.0000
SMUD PV - Hedge Substation PV Plant (Hedge units 1-4)	P157	0.0000
Cal Expo	P158	0.0000
Utility Operations Center	P159	0.0000
Shinish Creek Wind Farm	P160	0.0000
TerraGen Mojave Wind Farms, LLC - Morwind	P161	0.0000
CITY OF WATSONVILLE	P162	1.1072
BLAKE'S LANDING FARMS, INC. (Biogas)	P163	1.1072
Clover Flat LFG	P164	1.1072
OPEN SKY DAIRY DIGESTER #2	P165	1.1072
SAN LUIS OBISPO AD (aka HZIU Kompogas)	P166	1.1072
VERWEY MADERA DAIRY DIGESTER 2 (NEW)	P167	1.1072
ABEC Bidart-Stockdale LLC	P168	1.1072
Still Water Power	P169	1.1072
Van Warmerdam Dairy Digester	P170	1.1072
New Hope Dairy Digester	P171	1.1072
Van Steyn	P172	1.1072
Fiscalini Farms	P173	1.1072
1080 CHESTNUT CORP.	P174	0.3944
AIRPORT CLUB	P175	0.3944
ARDEN WOOD BENEVOLENT ASSOC.	P176	0.3944
CITY OF WATSONVILLE	P177	0.3944
GREATER VALLEJO RECREATION DISTRICT	P178	0.3944
HAYWARD AREA REC & PARK DIST.	P179	0.3944
NIHONMACHI TERRACE	P180	0.3944
ORINDA SENIOR VILLAGE	P181	0.3944
SATELLITE SENIOR HOMES	P182	0.3944
UC Davis Medical Center	P183	0.3944
Elk Grove Milling	P184	0.3944

GFP Ethanol, LLC dba Calgren Renew Fuels (Pixley Cogen Partners, LLC)	P185	0.3944
Techni-Cast Corp	P186	0.3944
Aligned Microgrid	P187	0.8023
La Joya Wind	P188	0.0000
PacifiCorp - MJRP (TWO)	P190	0.0000
Red Cloud Wind	P193	0.0000
La Rosita Power Project (MEX)	P194	0.4203
MCAS Yuma Microgrid MCGX02	P195	0.8023
Stotz Southern Generation	P197	0.6372
Energía Sierra Juárez Wind 2 (MEX)	P198	0.0000
26-foot Drop Small Hydro	P199	0.0000
Blackspring Ridge 1A Wind Project (CAN)	P200	0.0000
Blackspring Ridge 1B Wind Project (CAN)	P201	0.0000
Bridge River 1 Hydroelectric Generation Facility (CAN)	P202	0.0000
Bridge River 2 Hydroelectric Generation Facility (CAN)	P203	0.0000
Cheakamus Hydroelectric Generation Facility (CAN)	P204	0.0000
Energía Sierra Juárez Wind Farm (MEX)	P205	0.0000
G.M. Shrum Hydroelectric Generation Facility (CAN)	P206	0.0000
Grand View 5 East	P207	0.0000
Halkirk I Wind Project (CAN)	P208	0.0000
Kootenay Canal Hydroelectric Generation Facility (CAN)	P209	0.0000
Mica Hydroelectric Generation Facility (CAN)	P210	0.0000
Peace Canyon Hydroelectric Generation Facility (CAN)	P211	0.0000
Revelstoke Hydroelectric Generation Facility (CAN)	P212	0.0000
Seven Mile Hydroelectric Generation Facility (CAN)	P213	0.0000
Utility Built Solar (LADWP)	P214	0.0000
FIT Solar	P215	0.0000
IP Malbec	P216	0.0000
Geo Solar 1 - Clearlake	P217	0.0000
Geo Solar 2- Middletown	P218	0.0000
BART Antioch Station JB-94525154	P219	0.0000
BART Lafayette Station JB-94525155	P220	0.0000
BART Warm Springs Station JB-94512464	P221	0.0000
City of Rancho Cucamonga - City Hall	P222	0.0000

City of Rancho Cucamonga - Animal Center Shelter	P223	0.0000
City of Rancho Cucamonga - Epicenter	P224	0.0000
Penitencia Water Treatment Plant PV	P225	0.0000
Santa Teresa Water Treatment Plant PV	P226	0.0000
Sonoma Valley Treatment Plant PV	P227	0.0000
275 Cambridge Ave. Parking Garage - 275 Cambridge Garage	P228	0.0000
445 Bryant St. Parking Garage - 445 Bryant St. Parking Garage	P229	0.0000
475 Cambridge Ave. Parking Garage - 475 Cambridge Garage	P230	0.0000
520 Webster St. Parking Garage - 520 Webster St. Parking Garage	P231	0.0000
Unitarian Universalist Church of Palo Alto - UUCPA	P232	0.0000
NR Grower Direct Nut	P233	0.0000
NR Pohl and Holmes Inc	P234	0.0000
Parking Structure (Main Office) - Turlock Solar Photovoltaic Project	P235	0.0000
Mega Hydro #1 (Clover Creek)	P236	0.0000
Lois Lake Dam (Powell River Hydro)	P237	0.0000
Coyote Springs I	P238	0.3413
Hood Street Reservoir Project [Hydro]	P239	0.0000
Two Fiets - Van Beek Brothers Dairy Digester	P240	1.1072
Glendale Community College - Glen Solar 1 - Solar Parking Roof	P241	0.0000
Rooftop Solar - City of Pittsburg	P242	0.0000
Central Marin Sanitation Agency - CMSA Renewable Energy Expansion	P243	1.1072
Cost Plus Plaza	P244	0.0000
DRES Quarry 1	P245	0.0000
DRES Quarry 2.4 - DRES Quarry 2.4	P246	0.0000
Fairfield Power Plant (Papazian) - Fairfield Power Plant (Papazian)	P247	0.0000
Freethy Industrial Park Unit #1	P248	0.0000
Freethy Industrial Park Unit #2	P249	0.0000
Marin Carport - Buck Institute	P254	0.0000
San Rafael Airport	P255	0.0000
San Rafael Airport II	P256	0.0000
SWTC - Phase 2 - Small World Trading Co	P257	0.0000
City of Moreno Valley - City Hall Solar Carport	P258	0.0000

City of Colton - Gonzalez Community Center JB-9232227-00	P259	0.0000
City of Colton - Arbor Terrace JB-9231899-00	P260	0.0000
Jenny Strand Solar Park	P261	0.0000
Santa Clara-Tioga Canopy	P262	0.0000
Ameresco Santa Clara	P263	1.1072
City of Oceanside (San Francisco Peak Hydro)	P264	0.0000
Olivenhain Municipal Water District	P265	0.0000
SDG&E-owned PV system at Del Sur Elementary School	P266	0.0000
SDG&E-Owned PV System at Hunter Industries, Inc	P267	0.0000
SDG&E owned PV Facility at Pacific Station	P268	0.0000
SDG&E- owned PV system at Sanford-burnham Medical Research Institute I	P269	0.0000
SDG&E-Owned PV System at the Towers at Bressi Ranch	P270	0.0000
SDG&E owned PV Facility at Wilco Investments	P271	0.0000
SFO International Airport - SFO International Airport A	P272	0.0000
SFPUC Southeastern Plant - SFPUC Southeastern Plant Solar	P273	0.0000
North Point DPW Water Pollution Control Facility - North Point - DPW	P274	0.0000
Moscone Center - Moscone Esplanade A	P275	0.0000
Moscone Center - Moscone Esplanade B	P276	0.0000
Moscone Center - Moscone South Lobby	P277	0.0000
City Distribution Division - CDD	P278	0.0000
Maxine Hall - Maxine Hall	P279	0.0000
Chinatown Library - Chinatown Library	P280	0.0000
Muni Woods Motor Coach Facility - Muni Woods	P281	0.0000
Chinatown Public Health - Chinatown Public Health	P282	0.0000
Alvarado Elementary School - Alvarado Solar	P283	0.0000
San Francisco Public Utilities Commission - HQ - 525 Golden Gate - Headquarters	P284	0.0000
Davies Symphony Hall - Davies Symphony Hall	P285	0.0000

North Beach Library Solar - North Beach Library Solar	P286	0.0000
700 Pennsylvania Ave. - 700 Pennsylvania Ave.	P287	0.0000
Downtown High School-SFUSD - Downtown HS-San Francisco Unified School District	P288	0.0000
Thurgood Marshall HS-San Francisco Unified School - Thurgood Marshall High School-SFUSD	P289	0.0000
San Francisco City Hall - San Francisco City Hall	P290	0.0000
Cesar Chavez Elementary School SFUSD - Cesar Chavez Elementary School SFUSD	P291	0.0000
San Francisco Unified School District - Burton High School	P292	0.0000
San Francisco Unified School District - Starr King Elementary School	P293	0.0000
Valley Pumping Plant	P294	0.0000
Burbank #3 Flare	P295	1.1072
IKEA Solar	P296	0.0000
Burbank 1	P297	0.0000
Burbank 2	P298	0.0000
Burbank 3	P299	0.0000
Burbank 4	P300	0.0000
Burbank 5	P301	0.0000
Dutch Energy	P302	0.0000
Desert Winds II Pwr Purch Trst	P303	0.0000
SunE Solar XVI Lessor, LLC - SunE - Pico Rivera	P304	0.0000
Marinos Ventures LLC	P305	0.0000
Master Development - Corona, CA (1351 Railroad) - Master Development - Corona, CA (1351 Railroad)	P306	0.0000
San Dimas Technology and Development Center - San Dimas Technology and Development Center	P307	0.0000
Caliente - II - Caliente - II	P308	0.0000
Walnut Valley Water District - Walnut Valley Water District	P309	0.0000
Fulton Road - Three Valleys MWD (Fulton Road)	P310	0.0000
Williams - Three Valleys MWD (Williams)	P311	0.0000
Santa Rosa - Calleguas MWD - Unit 3	P312	0.0000

Snow Creek - Desert Water Agency (Snow Creek)	P313	0.0000
Goleta Water District - Goleta Water District	P314	0.0000
City of Santa Barbara - Gibraltar Conduit Hydroelectric Plant	P315	0.0000
White Mountain Ranch LLC - White Mountain Ranch LLC	P316	0.0000
Conejo - Calleguas MWD - Unit 1	P317	0.0000
Monte Vista Water District - Monte Vista Water District	P318	0.0000
California Water Service Company - Palos Verdes Station 37	P319	0.0000
Deep Springs College - Deep Springs College	P320	0.0000
Camrosa County Water District - Camrosa County Water District	P321	0.0000
Unit 3 - Unit 3- San Bernardino MWD	P322	0.0000
Bishop Tungsten Development, LLC - Pine Creek Mill	P323	0.0000
Hi Head Hydro Incorporated - Hi Head Hydro Incorporated	P324	0.0000
Desert Power Company - Desert Power Company	P325	0.0000
Palm - San Bernardino MWD	P326	0.0000
Northwind - Wind Stream Operations, LLC - Northwind - Wind Stream Operations, LLC	P327	0.0000
One Miracle Property, LLC - One Miracle Property, LLC	P328	0.0000
Isabella Hydroelectric Project	P329	0.0000
Desert Winds II Pwr Purch Trst	P330	0.0000
Cameron Ridge II	P331	0.0000
Kirkwood Meadows Public Utility District Powerhouse	P332	0.8454
Anaheim Elementary School District - Betsy Ross Elementary School	P333	0.0000
Anaheim Elementary School District - Franklin Elementary School	P334	0.0000
Centralia School District - Centralia Elementary School	P335	0.0000
Centralia School District - Danbrook Elementary School	P336	0.0000

Magnolia School District - Dr. Jonas Salk Elementary School	P337	0.0000
Magnolia School District - Lord Baden-Powell Elementary School	P338	0.0000
Placentia Yorba Linda Unified School District - Esperanza High School	P339	0.0000
Savanna Unified School District - Cerritos Elementary School	P340	0.0000
Savanna Unified School District - Hansen Elementary School	P341	0.0000
Arbuckle Mountain Hydro, LLC.	P342	0.0000
Cox Station Micro-Hydroelectric Project	P343	0.0000
Southeast Health Center solar	P344	0.0000
Alta Wind VII	P345	0.0000
Alta Wind IX	P346	0.0000
City of Santa Ana	P347	0.0000
Lytle Creek	P348	0.0000
Mill Creek No. 1	P349	0.0000
Ontario No. 1	P350	0.0000
Ontario No. 2	P351	0.0000
Sierra	P352	0.0000
HDSI, LLC - Hudson High Desert Solar	P353	0.0000
Garlock Energy, LLC - Garlock Energy, LLC	P354	0.0000
IGS Valencia 3, LLC	P355	0.0000
Lake Herman Solar	P356	0.0000
Duran Mesa, LLC	P357	0.0000
RE Slate 1 LLC – Bart Phase	P358	0.0000
RE Slate 1 LLC – PWRPA Phase	P359	0.0000
RE Slate 1 LLC – Stanford Phase	P360	0.0000
RE Slate 1 LLC – CCCE Phase	P361	0.0000
RE Slate 1 LLC – SVCE Phase	P362	0.0000
Bodega Energy West	P363	0.0000
Petaluma Energy East	P364	0.0000
Redwood Coast Airport Microgrid	P365	0.0000
Point Wind 2	P366	0.0000
Cameron Ridge III	P367	0.0000
Clines Corners Wind Farm	P368	0.0000
Solar City - Gonzales Center (Dominion Solar)	P369	0.0000
Solar City - Arbor Terrace (Dominion Solar)	P370	0.0000
Pier 96 – Recycling Plant solar	P371	0.0000

San Francisco Police Academy Solar Carport	P372	0.0000
49 South Van Ness	P373	0.0000
Visitacion Valley Middle School Solar PV	P374	0.0000
Powell River Generation (Catalyst Paper) (CAN)	P375	1.5473
Opera House solar	P376	0.0000
Wister Solar	P377	0.0000

ASSET CONTROLLING SUPPLIER RESOURCE MIX CALCULATOR

Instructions: Enter total net specified procurement of ACS system resources into cell A8 or A23.
In Column E, the calculator will determine quantities of resource-specific net procurement for entry on Schedule 1.

Bonneville Power Administration				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar	0.00	-
		Wind		-
		Coal		-
		Large hydroelectric	0.84	-
		Natural gas		-
		Nuclear	0.11	-
		Other	0.01	-
		Unspecified Power	0.04	-

Tacoma Power				
Net MWh Procured	N/A	Resource Type	Resource Mix Factors	Resource-Specific Procurements from ACS
		Biomass & biowaste		-
		Geothermal		-
		Eligible hydroelectric		-
		Solar		-
		Wind		-
		Coal		-
		Large hydroelectric	0.89	-
		Natural gas		-
		Nuclear	0.06	-
		Other		-
		Unspecified Power	0.05	-

**2022 POWER SOURCE DISCLOSURE ANNUAL REPORT
ATTESTATION FORM**

For the Year Ending December 31, 2022

**City of Roseville
Roseville Community Solar**

I, David Siao, Electric Resources Planner, declare under penalty of perjury, that the information provided in this report is true and correct and that I, as an authorized agent of the City of Roseville, have authority to submit this report on the retail supplier's behalf. I further declare that all of the electricity claimed as specified purchases as shown in this report was sold once and only once to retail customers.

Name: David Siao

Representing (Retail Supplier): City of Roseville (Roseville Electric)

Signature: _____

Dated: _____

Executed at: 2090 Hilltop Circle, Roseville, CA 95747

2022 POWER CONTENT LABEL						
City of Roseville						
roseville.ca.us/pci						
Greenhouse Gas Emissions Intensity (lbs CO ₂ e/MWh)			Energy Resources	Roseville	Roseville Community Solar	2022 CA Power Mix
Roseville	Roseville Community Solar	2022 CA Utility Average	Eligible Renewable ¹	37.5%	100.0%	35.8%
			Biomass & Biowaste	0.0%	0.0%	2.1%
			Geothermal	9.8%	0.0%	4.7%
			Eligible Hydroelectric	1.8%	0.0%	1.1%
			Solar	0.1%	100.0%	17.0%
			Wind	25.9%	0.0%	10.8%
			Coal	0.0%	0.0%	2.1%
			Large Hydroelectric	34.7%	0.0%	9.2%
			Natural Gas	24.3%	0.0%	36.4%
			Nuclear	2.3%	0.0%	9.2%
			Other	0.1%	0.0%	0.1%
			Unspecified Power ²	1.0%	0.0%	7.1%
			TOTAL	100.0%	100.0%	100.0%
Percentage of Retail Sales Covered by Retired Unbundled RECs ³ :				3%	0%	
¹ The eligible renewable percentage above does not reflect RPS compliance, which is determined using a different methodology. ² Unspecified power is electricity that has been purchased through open market transactions and is not traceable to a specific generation source. ³ Renewable energy credits (RECs) are tracking instruments issued for renewable generation. Unbundled renewable energy credits (RECs) represent renewable generation that was not delivered to serve retail sales. Unbundled RECs are not reflected in the power mix or GHG emissions intensities above.						
For specific information about this electricity portfolio, contact:			City of Roseville-Roseville Electric Utility (916) 79-POWER			
For general information about the Power Content Label, visit:			https://www.energy.ca.gov/programs-and-topics/programs/power-source-disclosure-program			



COUNCIL COMMUNICATION

CC #: 2903

File #: 0900-02 & 0201-01

Title: Church Street Wet Weather Upgrades Project – Professional Design Services Agreement and Budget Adjustment

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

Meeting Date: 9/6/2023

Item #: 7.21.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Adopt a resolution approving a professional design services agreement with Water Works Engineers, LLC for the Church Street Wet Weather Upgrades Project, and authorizing the City Manager to execute it; and
2. Adopt an ordinance approving a budget adjustment that will appropriate \$110,000 to the Church Street Wet Weather Upgrades Project in the Wastewater Rehabilitation Fund.

BACKGROUND

Upgrades to existing critical wastewater collections infrastructure near Church Street are needed to prevent future sanitary sewer overflows during storm events resulting in a violation of Wastewater Collection's Waste Discharge Permit.

On April 7, 2023, Water Works Engineers provided the Church Street Alternatives Modeling Results Technical Memorandum, outlining options to relieve surcharging and prevent sewer spills in the Church Street area that occurred during the 2022-23 winter storm events. Staff selected the alternative that includes upsizing of multiple sewer gravity mains via pipe bursting, open cut installation of a new sewer gravity main, and abandonment of an existing gravity sewer main. Wastewater Collections needs this work to be completed as soon as possible to avoid future sewer overflows during future extreme wet weather events and potential permit violations.

As part of the scope of work for this project, the Church Street area collection system improvements design will be combined with other pipeline improvements designed by Water Works Engineers for the Regional Pump Station 26 and Force Main Capacity Improvements Project (PS26 Project). The PS26 Project includes a similar scope of work involving gravity sewer main pipe bursting and areas of open-cut pipe installation. Staff identified the option to combine the pipeline work in the PS26 Project with the Church Street area improvements to

obtain more competitive bids for this sewer collection system work due to the increased size of the combined pipeline construction project.

Hiring Water Works Engineers to complete the design of the Church Street improvements and combining it with the PS26 Project pipelines is the most efficient use of time and budget, and allows the Environmental Utilities Department to show our permit regulators that we are moving as quickly as possible to make the necessary improvements to reduce our sanitary sewer overflow risks.

FISCAL IMPACT

The professional design services agreement with Water Works Engineers is for a not-to-exceed total of \$347,756. The existing Project budget is \$300,000. The requested budget amendment of \$110,000 includes \$50,000 for professional services to fully cover the cost of the design and bidding services, and \$60,000 for the projected cost of internal project labor expenses. The Project is funded by the Wastewater Rehabilitation Fund, which has adequate resources to fund the requested budget amendment.

ENVIRONMENTAL REVIEW

The proposed project involves the repair and replacement of existing structures and facilities. This activity is categorically exempt from CEQA as a Class 1 and Class 2 Exemption (State CEQA Guidelines Section 15302). The Exemption has been prepared and no further CEQA action is required for this Project.

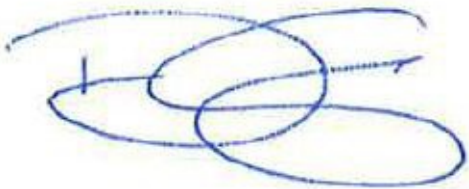
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Tracie Mueller, Principal Engineer

Richard Plecker, Environmental Utilities Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-357

Agreement

Ordinance 6706

Budget Adjustment

Notice of Exemption

RESOLUTION NO. 23-357

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

WHEREAS, a professional design services agreement for the Church Street Wet Weather Upgrades project, by and between the City of Roseville and Water Works Engineers, LLC, has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL DESIGN SERVICES AGREEMENT

Project: Church Street Wet Weather Upgrades Project

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation (“CITY”), and Water Works
Engineers, LLC, a California limited liability company (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY desires professional design services consisting of providing
engineering services for the Church Street Wet Weather Upgrades Project; and

WHEREAS, CONSULTANT has prepared a proposal dated June 2023, which describes
the scope of work to be performed by CONSULTANT, the budget for the work, and the schedule
for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
design services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT “A,” attached hereto and incorporated herein by this
reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT “B,” attached hereto and incorporated herein by this reference. Total compensation shall not exceed three hundred forty-seven seven hundred fifty-six dollars (\$347,756).

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

3. Indemnification. To the fullest extent allowed by law, CONSULTANT agrees to indemnify, including the cost to defend CITY, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by CITY or the agents, servants, or independent contractors who are directly responsible to CITY, or arising from the active negligence of CITY. Notwithstanding any terms of this section, indemnification and defense obligations shall conform to California Civil Code Section 2782.8.

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$2,000,000 each occurrence \$4,000,000 aggregate Personal Injury: \$2,000,000 each occurrence \$4,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$2,000,000 per claim \$4,000,000 aggregate

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office (“ISO”) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

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

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

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

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

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

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

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

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

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

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

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining

agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

8. 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 Agreement, CONSULTANT and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. CONSULTANT is hereby notified that this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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

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

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

13. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent contractor, and covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of CITY by reason of this Agreement.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

14. Representation and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

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

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

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

20. Severability. If any of the provisions contained in this Agreement is 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.

21. 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

Tracie Mueller
Principal Engineer
1800 Booth Road
Roseville, CA 95747

CONSULTANT

Mike Fisher
Managing Member/Principal
2260 Douglas Boulevard, Suite 105
Roseville, CA 95661

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

WATER WORKS ENGINEERS, LLC, a
California limited liability company

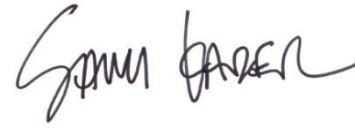
BY: _____
DOMINICK CASEY
City Manager


BY: Michael J Fisher
its: Managing Member / Principal

and

(SIGNATURES CONTINUED ON NEXT PAGE)

ATTEST:



BY: Sami Kader
its: Managing Member / Principal

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY:  _____
RICHARD PLECKER
Environmental Utilities Director

EXHIBIT “A”

**Water Works Engineers, LLC Proposal to Provide Engineering Design Services for
the City of Roseville's
Church Street Sewer Improvements Project – Fiscal Year 2023-2024**

This proposal is to provide Engineering Services for the Church Street Sewer Improvements Project (Project) is presented to the City of Roseville (herein referred to as CITY, or CLIENT) by Water Works Engineers, LLC (herein referred to as ENGINEER, WWE, Water Works), and if executed shall be completed pursuant to the mutual promises, covenants and conditions contained in the most current On-Call Engineering Services Agreement.

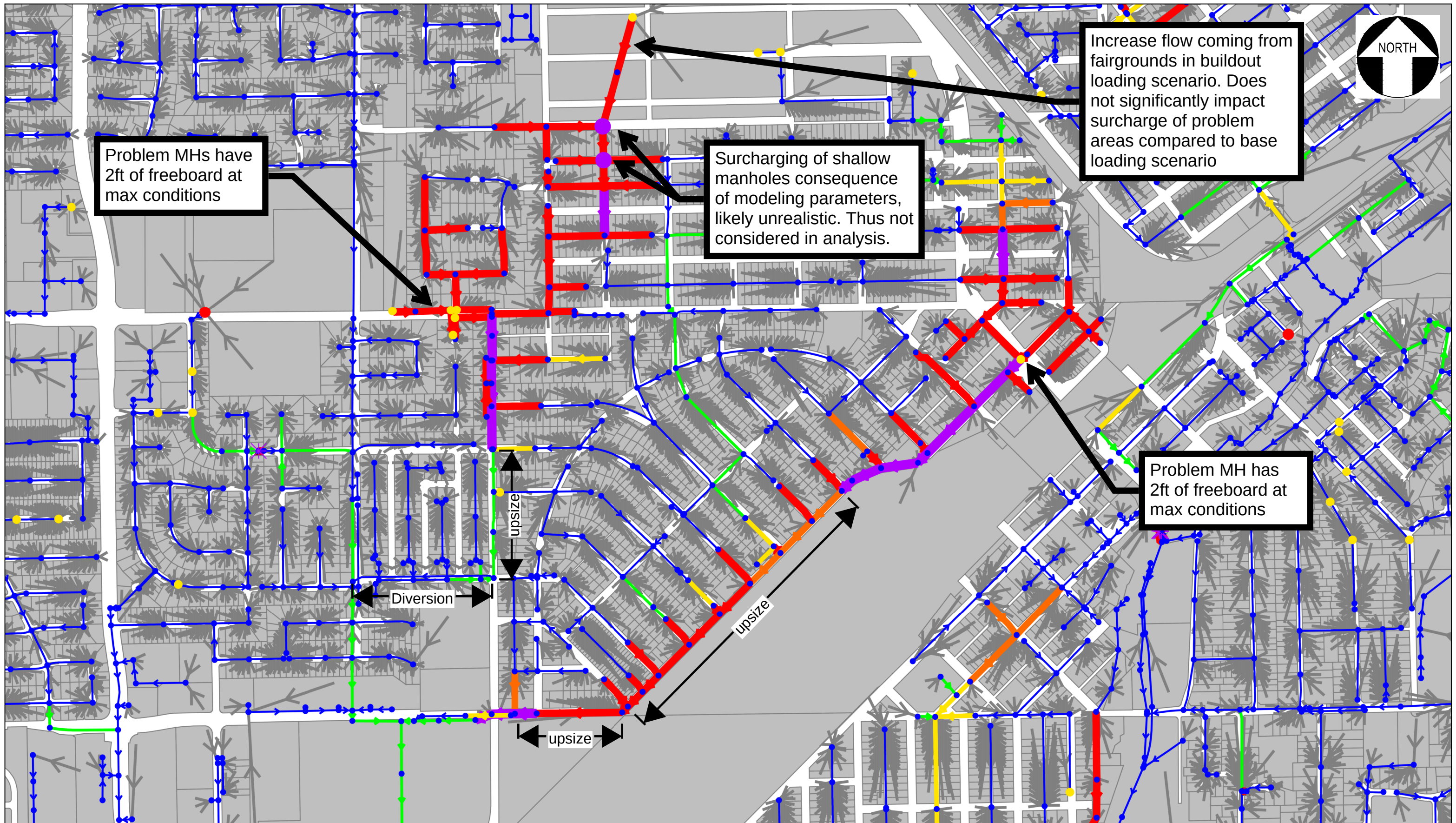
Project Summary and Understanding

The City maintains an updated sewer collection system hydraulic model which simulates both existing conditions and future buildout conditions peak wet weather flow (PWWF) for the purpose of ensuring adequate hydraulic capacity to prevent sewer overflows. As part of these proactive City efforts, Water Works was tasked by the City to analyze and develop alternatives to relieve surcharging on Church Street identified by Operations and Maintenance (O&M) staff who indicated that Sewer maintenance hole (SMH) C05-136 spilled in the recent storms of December 2022 / January 2023. The intersection of Main Street and Atkinson was identified as a problem area with a cluster of maintenance holes known to spill during significant rain events. As part of this effort, Water Works met with City staff to review and understand the apparent deficiencies, updated the City's hydraulic model with current physical geometry (i.e., adding new sewer system features that had been added as part of development and capital projects), and ran modeling scenarios under PWWF to test and validate proposed alternatives to mitigate the identified capacity deficiency. Water Works produced and submitted the Church Street Alternatives Modeling Results Technical Memorandum (Water Works, April 2023), which detailed these efforts.

After review and discussion of the alternatives presented therein, the City selected Alternative #1 – Church Street and Atkinson St. Upsize with Hickory Street Diversion. The selected alternative includes the following sewer system improvements:

- Upsize existing 12" sewer gravity main along Church St. to 15" from SMH B06-006 to SMH C04-197
- Upsize existing 10" sewer gravity main along Church St. to 12" from SMH C04-197 to SMH C04-183
- Install new 15" sewer gravity main along Hickory St. connecting existing SMH C04-203 to SMH C04-351 and abandoning 10" gravity sewer main connecting SMH C04-203 to SMH C04-204
- Upsize existing 10" sewer gravity main along Atkinson St to 12" from SMH C04-203 to SMH C04-155

An overview figure with the improvements and themed for maximum surcharge (under ultimate buildout PWWF) as illustrated in attached figure - **Buildout with Commercial Corridors Loading Scenario - Alternative #1 -Atkinson St upsize and diversion, Church St Upsize**. The conceptual opinion of probable construction cost included in the Church Street Alternatives Modeling Results Technical Memorandum was approximately \$4.32M, with additional overhead costs for engineering, administrative, legal, etc.



LEGEND

CONDUIT MAX SURCHARGE STATE			MH FREEBOARD DEPTH		OTHER
—	<0.5	—	0.75	—	1
—	0.5	—	0.95	—	2
●	> 3ft	●	0ft < x < 1ft	■	SUBCATCHMENT
●	1ft < x < 3ft	●	< 0ft		

Buildout with Commercial Corridors
Loading Scenario - Alternative #1 -
Atkinson St upsize and diversion, Church
St Upsize





GENERAL PROJECT OBJECTIVE

The ***Church Street Sewer Improvements Project*** is intended to relieve hydraulically modeled and field experienced near-term and long-term capacity deficiencies in the City's collection system as described above. ENGINEER shall provide engineering services for the City's Project in accordance with the following mutually agreed upon General Project Objective(s).

- ✓ Complete Final Design of the Project as generally shown in the enclosed figure.
- ✓ Design replace-in-place pipeline upsizing improvements as pipe-bursting or other trenchless methods so as to limit surface impacts and reduced costs.
- ✓ Design new alignment pipeline improvements as open cut construction.
- ✓ Complete field survey of select maintenance holes and geotechnical investigation to confirm the sewer system geometry and feasibility of trenchless construction methodologies.
- ✓ Should field conditions indicate potential conflicts or significant constraints related to trenchless construction methodologies, present these conditions to City and design improvements to accommodate contractor selected construction methodology (open cut or trenchless).
- ✓ If open cut construction methodologies are necessary for replace in place pipeline upsizing, develop the bidding documents with phased construction requirements for Contractor to investigate potential utility conflicts (via potholing) and confirm proposed improvements are constructible and will relieve deficiency; include work sequencing and contract language to confirm design assumptions and construct field modifications to proposed improvements to mitigate for actual existing utilities orientation and elevations.
- ✓ Develop a tie-in strategy/plan to support logical and efficient construction phasing and maintenance of sewer service to customers, as well as long term maintenance.
- ✓ Develop bid documents to allow for addition of Sierra College Blvd pipe bursting segments (already designed by Water Works for City under separate agreement) to bid should the City need to move those line segments from current fiscal year to that anticipated for this project.
- ✓ Provide detailed cost estimate at each phase of work to support City budgeting activities.
- ✓ **Provide engineering services necessary to execute the Project within budget and in accordance with the following preliminary schedule.**

Construction Activity	Preliminary Schedule
NTP	7/1/23
Field Services (Survey, Geotech, Utilities) / Preliminary Eng Workshop	8 Weeks : 9/1/23 (workshop)
60% Design Submittal	4 Weeks : 9/30/23
City Review (including workshop facilitated by Water Works)	2 Weeks : 10/15/23
90% Design Submittal	6 Weeks : 11/15/23
City Review (including workshop facilitated by Water Works)	2 Weeks : 12/1/23
100% Design Submittal	6 Weeks : 1/15/24
Final Bid Docs, Bid Notice, Bidding, Award and Contracting	12 Weeks : Jan-April 2024
NTP	5/1/2024
Mobilization	Early June 2024
Pipeline Construction (Pipe Bursting and Open Cut)	June – October 2024
Substantial Completion / Punchlist	Late October 2024
Punchlist Completion and Project Completion	November 2024

ENGINEER shall provide the requested services as detailed herein.



Subtask 1: Project Management and Quality Control

Under this subtask, ENGINEER will monitor and track the project budget and schedule to ensure that deadlines are met and that the project budget is not exceeded. ENGINEER will coordinate with the project team to address items such as project schedule, project budget, and current issues of concern. ENGINEER will submit monthly progress reports to the CLIENT.

The following will be performed under this subtask:

- Supervise, coordinate and monitor activities and product development
- Interface with CITY Project Management Staff
- Maintain project files in accordance with Consultant's filing system
- Prepare monthly invoice and progress report
- Implement Quality Assurance / Quality Control Policy and oversee its implementation

Subtask 1 Deliverables

- Monthly Project Status Email and Invoice (sent electronically to CITY Project Manager)

Subtask 2: Field Investigations

Subtask 2.1 – Survey / Base Mapping

ENGINEER will develop base mapping for project design using readily available City provided aerial photography, GIS layers (utilities, property lines, right-of-way, easements, structures, environmental overlays, etc.), CADD files and other readily available mapping data (City provided or on public domain, i.e., LIDAR contours, waterways, etc.). Segments where pipe-bursting or other trenchless methodologies are feasible do not require detailed base mapping and the above define readily available base data can be utilized to complete design. However, some sections of the alignment may not be able to be pipe burst based on the heave and the proximity of existing utilities such as gas or water lines. Initially, survey of the manhole rims and inverts will be completed to confirm sewer elevations. After the geotechnical investigation and initial utility coordination are complete, additional planimetric survey of areas of the roadway as required will be completed to support the final design of the gravity pipe replacement that may include a combination of open cut construction and pipe bursting. To successfully implement this approach in the most cost effective manner for the City, ENGINEER will complete field survey to supplement this base mapping in two phases, manhole survey and select planimetric base mapping.

2.1.1. - Sanitary Sewer Manhole Survey

ENGINEER's subconsultant, CWE, will establish local horizontal and vertical control (utilizing a City of Roseville benchmark for the datum used for the manhole dips) for the survey and leave control points for future use. The horizontal datum will be based upon NAD83 and the vertical datum will be based upon NAVD88 (City of Roseville). CWE will field measure rim and invert of 34 maintenance holes per attached exhibit. Office reduction of field data and draft a survey map incorporating all the features located from the field survey. ENGINEER requests assistance from City to unlock any manhole lids that may be sealed and bolted. Invert elevations for maintenance holes that are inaccessible due to bolted/locked covers or other factors will not be surveyed and are excluded from this scope of services.

The following items are expressly excluded from this phase of the survey:

- Right of Way Surveying
- Topographic survey data other than rim elevation and invert elevation data of maintenance holes delineated in red upon exhibit attached hereto.



Church Street Project Manhole Survey



2.1.2. - Planimetric Base Mapping of Hickory Street

ENGINEER's subconsultant, CWE, will complete planimetric survey of the ~1,000 LF section of Hickory St. to provide base mapping for new 15" sewer gravity main along Hickory St. connecting existing SMH C04-203 to SMH C04-351. This segment represents the known segment of gravity piping to be constructed via open cut construction. This base mapping will also support abandoning (and reconnecting services to new 15") or replacing in place the 10" gravity sewer main (with the new 15" and reversing flow direction) connecting SMH C04-203 to SMH C04-204.

NOTE - We propose that task 2.1.2 scope and budget be set-aside for gravity pipeline survey and used "as needed" based on design progression. All of this budget may not be needed if a majority of the alignment can be designed using City available aerial mapping and known utility locations combined with manhole invert data collected as part of task 2.1.1.

Subtask 2.2 - Geotechnical Investigations

ENGINEER's geotechnical subconsultant, Bajada Geosciences, will provide geotechnical investigations and reporting for the project.

Subtask 2.2.1 – Data Research & Pre-Exploration

During this task, we will mark proposed exploration locations and contact Underground Service Alert (USA) to assist in identifying potential buried utility conflicts, as required by California law. Associated with this task, we will obtain soil boring permits from The City of Roseville Environmental Utilities Department. In addition, we will obtain encroachment permits from the City for exploration performed within the City's easements. This will involve utilizing a licensed traffic control contractor to develop traffic control plan to be submitted with the encroachment permit. Since this is a City project, we assume that the permits will be issued with no fees.

Subtask 2.2.2 – Subsurface Exploration

For the proposed pipe bursting alignments, we propose to advance drill holes at up to eight locations along the existing alignment. At each location, two drill holes will be advanced as follows:

- One drill hole will be advanced above the existing sewer pipeline so that samples of the trench backfill materials can be obtained. The drill hole will be terminated no closer than 2 feet above the pipeline obvert. Soil sampling will be performed at intervals of 2 to 5 feet. It is essential that accurate pipeline depths and diameters be provided to Bajada prior to mobilization of drilling equipment for the project; thus, we assume that each of our proposed exploration locations will be surveyed prior to exploration, the depth to the obvert at the proposed exploration locations will be provided to us, and the location of the pipeline will be marked within the roadway.
- One drill hole will be advanced adjacent to the existing pipeline so that samples of the trench sidewalls can be obtained. The adjacent drill holes will be advanced to a depth of at least 5 feet below the existing pipeline invert depth unless practical refusal for drilling penetration is reached. It is assumed that adequate space between buried utilities is present adjacent to the existing pipeline to allow the advancement of these drill holes. Soil sampling will occur continuously from 3 feet above the existing pipeline crown to 3 feet below the existing pipeline invert.

Thus, a total of up to 16 drill holes will be advanced for the proposed bursting segments during this study. We have included traffic control for all pipe bursting exploration locations.



For the proposed new gravity sewer pipeline along Hickory Street, we propose to advance a single drill hole at two locations along that alignment. The drill holes will be advanced to depths of at least 5 feet below the proposed pipeline invert. Sampling will be performed at intervals of 2 to 5 feet in each drill hole.

Drilling will be performed using 8.25-inch diameter hollow-stem augers. Sampling will be performed using Standard Penetration Test (SPT) and California modified split-spoon samples at no greater than 5-foot depth intervals using a 140-pound auto trip hammer in accordance with standard test method ASTM D1586-11. SPT samples will be collected in a sample bag, labeled, and transported to our laboratory for testing. California modified split-spoon samples will be collected in 2.5-inch diameter by 6-inch-long sleeves. Those sleeves will be capped, labeled, and transported to our office for assignment of laboratory testing.

Bajada personnel will log the soils and rocks exposed in the explorations, and will obtain samples for visual examination, classification, and laboratory testing. Logging of soils will be performed using the Unified Soil Classification System (USCS). We will estimate the exploration locations using a compass and tape measure from known geographic control points on the property, and using a handheld Global Position System (GPS) receiver.

Upon completion of drilling, the holes will be backfilled using cement grout. Asphaltic concrete will be patched using quickset concrete dyed black or permanent asphaltic patching compound. Drilling cuttings will be tested and disposed of offsite at an approved location.

Subtask 2.2.3 – Laboratory Testing

Soil samples obtained during Task 2.3.2 will be delivered to Bajada's laboratory for testing. It is anticipated that the following laboratory tests will be performed during the course of this study:

ANTICIPATED LABORATORY TESTING SCHEDULE		
Test	Standard Test Method	Number of Tests
In-Situ Moisture Density	ASTM D2937	50
Atterberg Limits	ASTM D4318	12
Grain-Size Distribution	ASTM D422	12
% Passing No. 200 Sieve (Fines)	ASTM D1140	12
Direct Shear	ASTM D3080	5
Maximum Density-Optimum Moisture	ASTM D1557	4
Soil Chemistry (for corrosion)	AASHTO T290/291	5

The actual types and numbers of tests will be determined after the field exploration has been performed.

Subtask 2.2.4 – Geotechnical Analysis

Upon completion of the above-noted tasks, we will perform characterization of conditions encountered at the exploration sites. Those evaluations will include the following:

- Subsurface soil and rock profiles;
- Excavatability of the on-site soils and rocks;
- Evaluation of groundwater depths and distribution;



- Modulus of soil reaction (E') values for earth materials composing the trench sidewalls and backfill materials;
- Estimates of ground heave that might occur associated with pipe bursting;
- Static and dynamic lateral earth pressures for retention structures;
- 2022 CBC seismic design parameters; and
- Corrosion potential for concrete and steel per Caltrans Corrosion Guidelines;

Subtask 2.2.5 – Geotechnical Report

Results of our data review, field investigation, laboratory tests, and characterization will be summarized and concluded in a report that will contain, at a minimum, the following:

- A description of the proposed project including a site plan showing the approximate location of the explorations advanced for this study;
- A description of select, existing, available data collected, reviewed, and utilized during this study;
- A discussion regarding geologic hazards that could impact the project site;
- A description of the site surface and subsurface conditions encountered at the time of our field investigation;
- 2022 CBC seismic design parameters;
- Estimated excavatability of soil and rock materials along the proposed new pipeline alignment;
- Estimates of ground heave associated with pipe bursting and methods to reduce the impact of that heave;
- Recommendations for pipeline backfill and compaction;
- Recommendations for temporary excavations and shoring;
- An appendix presenting a summary of the field investigation including exploration logs denoting sampling intervals and laboratory test results;
- An appendix presenting the results of our laboratory testing;

Unless otherwise directed, we will submit a draft copy of the report in a *.pdf format for review and comment. Upon receipt of comments, we will edit the report then submit the finalized report for WWE's and the City's use.

Subtask 2.3 - Utility Coordination and Preliminary Engineering Workshop

Prior to the preliminary engineering workshop, WWE will conduct utility coordination along the gravity pipe replacement alignment in Sierra College Blvd. using the "A Letter" process. ENGINEER will utilize available as-builts of Sierra College Blvd. provided by the City in combination with the utility coordination information gathered through the "A Letter" process to develop initial utility conflict mapping and determine the feasibility of pipe bursting each segment of the gravity replacement alignment. This will be done utilizing the results of the geotechnical analysis.

WWE will conduct a preliminary engineering workshop with select City Staff to review specific options and details for the project to include at a minimum the following discussion topics:

- Open cut vs. pipe bursting including results of geotechnical investigation and utility conflicts.
- Inclusion of the Sierra College Pipe Bursting segments as part of this project bid package
- Updated Opinion of Probable Construction Cost



WWE will provide a slide-set presenting details on the key discussion topics and provide meeting notes to document the decisions made. The purpose of the meeting will be to confirm the key components of the project to move into final design based on available funding for the project.

*NOTE – WORK NOT INCLUDED IN THIS SCOPE - This scope of work **does not** include budget to conduct potholing. Should ENGINEER identify locations where potholing is recommended to confirm utilities at risk to damage based on selected construction methodology, ENGINEER will develop the bidding documents with phased construction requirements for Contractor to investigate potential utility conflicts (via potholing) and confirm proposed improvements are constructible and include work sequencing and contract language to confirm design assumptions and construct field modifications to proposed improvements to mitigate for actual existing utilities orientation and elevations.*

Subtask 2 Deliverables

- Draft and Final Geotechnical Report (PDF sent electronically to CITY Project Manager)
- Preliminary Engineering Workshop Meeting Agenda, Presentation materials and Notes (hard copies for workshop participants and sent electronically to CITY Project Manager)

Subtask 3 - 60% Design Submittal

The following is an anticipated drawing list for the 60% submittal (approx. 21 sheets):

- Cover / Index
- General Legend Sheets
- Open Cut Pipe Construction Plan and Profile (2)
- Trenchless Pipe Construction Plan and Profile (7)
- Civil Details (2)
- Traffic Control / By-Pass Plan Schematics (7)

The 60% submittal will only include technical specifications for selected trenchless construction methodology.

Subtask 3 Deliverables

- 60% Design Drawings (PDF sent electronically to CITY Project Manager)
- 60% Technical Specifications (PDF sent electronically to CITY Project Manager)
- 60% Opinion of Probable Construction Cost (PDF sent electronically to CITY Project Manager)
- 60% Workshop Meeting Agenda and Notes (hard copies for workshop participants and sent electronically to CITY Project Manager)

Subtask 4 - 90% Design Submittal

The 90% design submittal will be complete in all respects except for minor interdisciplinary coordination and details to be completed at 100%, including all technical specifications. The intention of the 90% design submittal is that the project documents are nearly bid ready. The 90% design submittal will include incorporation of review comments provided by the CITY on the 60% design drawings.

The following is an anticipated drawing list for the 90% submittal (approx. 21 sheets):

- Cover / Index
- General Legend Sheets
- Open Cut Pipe Construction Plan and Profile (2)



- Trenchless Pipe Construction Plan and Profile (7)
- Civil Details (2)
- Traffic Control / By-Pass Plan Schematics (7)

Subtask 4 Deliverables

- 90% Design Drawings (PDF sent electronically to CITY Project Manager)
- 90% Technical Specifications (PDF sent electronically to CITY Project Manager)
- 90% Opinion of Probable Construction Cost (PDF sent electronically to CITY Project Manager)
- 90% Workshop Meeting Agenda and Notes (hard copies for workshop participants and sent electronically to CITY Project Manager)

Subtask 5 - 100% Design Drawings and Specifications

The 100% design submittal will include incorporation of review comments provided by the CITY on the 90% design drawings and specifications, and the results of WWE's internal QA/QC reviews. The 100% design submittal will be bid-ready.

Subtask 4 Deliverables

- 100% Design Drawings (PDF sent electronically to CITY Project Manager)
- 100% Technical Specifications (PDF sent electronically to CITY Project Manager)
- Final Opinion of Probable Construction Cost (PDF sent electronically to CITY Project Manager)
- Project Design CAD files and MS Word Specifications

Subtask 6 - Bid Documents and Bid Phase Support

The Final Bid Documents Submittal incorporates Project Manual provided by the CLIENT combined with ENGINEER's 100% drawings and specifications updated to address minor final comments generated by ENGINEER's QA/QC review team, with particular emphasis on formatting and clean-up to ensure clear and legible reproduction. (assume 40 hours of time for this work preparing Bid Documents)

ENGINEER will provide the following Engineering Assistance During Bidding:

- ✓ Facilitate Pre-bid Conference (Assume 1 meeting, 6 hrs preparation, 2 hr. meeting)
- ✓ Respond to contractor inquiries during bid advertisement (Assume 40 hr of Misc correspondence)
- ✓ Assist CLIENT in the preparation of addenda to bidders (assume 3; 4-hr. per addenda)

EXHIBIT “B”



Fee Schedule

Payment for the scope of services described herein shall be on a Time and Expense basis not to exceed the \$347,756 Estimated Fee Basis without written consent from CLIENT and invoiced in accordance with the Hourly Billing Rates in the following table. An Estimated Fee Basis Work Plan detailing ENGINEER's estimated level of effort for project by Task is provided on the following page.

Classification	Title	2021	2022	2023	2024
AA1	Administrative	\$77.00	\$79.31	\$81.69	\$84.14
AA2	Senior Administrative	\$108.00	\$111.24	\$114.58	\$118.01
E0	Jr Engineer / Jr Field Engineer	\$108.00	\$111.24	\$114.58	\$118.01
E1	Staff Engineer	\$135.00	\$139.05	\$143.22	\$147.52
E2	Associate Engineer	\$165.00	\$169.95	\$175.05	\$180.30
E3	Project Engineer	\$185.00	\$190.55	\$196.27	\$202.15
E4	Senior Project Engineer	\$215.00	\$221.45	\$228.09	\$234.94
E5	Principal Engineer	\$249.00	\$256.47	\$264.16	\$272.09
I1	Field Inspector	\$145.00	\$149.35	\$153.83	\$158.45
I2	Senior Inspector	\$162.00	\$166.86	\$171.87	\$177.02
I3	Supervising Inspector	\$180.00	\$185.40	\$190.96	\$196.69
T1	Drafter/Jr. Technician	\$91.00	\$93.73	\$96.54	\$99.44
T2	Designer/Sr. Technician	\$122.00	\$125.66	\$129.43	\$133.31
T3	Senior Designer	\$149.00	\$153.47	\$158.07	\$162.82

Notes:

1. Hourly rates include all work, materials, computers and software, overhead, and equipment. Water Works does not expense local travel within Roseville.
2. A markup of 5% will be added to sub-consultant fees.
3. Any significant direct expense cost, such as a large printing job that may be required, will be budgeted within project scope/fees as needed and approved by the City and billed at cost with no markup.
4. Rate effective through December 31 of each year. A 3% increase will be added for any services performed in each year

Client City of Roseville
 Project CHURCH STREET SEWER IMPROVEMENTS PROJECT
 Prepared by Mike Fisher
 Date 6/2/2023

PROJECT		Hours and Fee												
		Subtask 1		Subtask 2		Subtask 3		Subtask 4		Subtask 5		Subtask 6		
		2023		2023		2023		2023		2023		2023		
Year			Project Management		Field Investigations		60% Design		90% Design		100% Design		Bid Documents and Bid Phase Support	
	hrs	fee	hrs	fee										
2023														
Hourly Rate														
\$81.69	12	\$980	4	\$327	4	\$327	4	\$327	2	\$163			\$0	
\$175.05		\$0	40	\$7,002	120	\$21,006	120	\$21,006	60	\$10,503	38		\$6,652	
\$196.27		\$0	8	\$1,570	40	\$7,851	40	\$7,851	20	\$3,925			\$0	
\$196.27	12	\$2,355	44	\$8,636	132	\$25,907	120	\$23,552	60	\$11,776	38		\$7,458	
\$264.16		\$0	2	\$528	12	\$3,170	16	\$4,227	4	\$1,057	2		\$528	
\$264.16	60	\$15,850	8	\$2,113	36	\$9,510	44	\$11,623	12	\$3,170	10		\$2,642	
\$96.54		\$0	40	\$3,862	80	\$7,723	80	\$7,723	24	\$2,317	8		\$772	
\$158.07		\$0	16	\$2,529	40	\$6,323	40	\$6,323	12	\$1,897	4		\$632	
10%				\$750		\$250		\$250					\$125	
				\$12,600										
				\$15,750										
				\$50,400										
5%		\$0		\$3,938		\$0		\$0		\$0			\$0	
Subtask Totals	84	\$19,185	162	\$110,005	464	\$82,067	464	\$82,881	194	\$34,808	100		\$18,810	

Project Total	
Hours 1468	Fee \$347,756

ORDINANCE NO. 6706

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24
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 2023-24, is hereby amended as listed on the attached budget adjustment for the Church Street Wet Weather Upgrades 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: Tracie Mueller, Principal Engineer FISCAL YEAR: 2023-24
PREPARER NAME & TITLE: Linda York, Development Technician COUNCIL DATE (if applicable): 9/6/2023
DEPARTMENT/DIVISION: EUD Wastewater Utility ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6230	5080	84001	500341	60,000	Increase Internal Project Labor budget for project #500341
6230	5301	84001	500341	50,000	Increase Professional Services budget for project #500341
TOTAL				110,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	110,000	
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
6230				(110,000)	Reduce available resources in the Wastewater Rehabilitation Fund
TOTAL				(110,000)	

Justification for Budget Adjustment:

The Church Street Wet Weather Upgrades project (#500341) will fund upgrades to the Church Street area to handle wet weather scenarios. The project will include an evaluation, alternatives analysis, and preliminary design. This project requires an additional \$110,000 to fully fund the study, which includes internal project labor and professional services. No expenditures have been incurred on this project, so this request brings the original budget of \$300,000 to a new total remaining budget of \$410,000.

REQUIRED APPROVALS:


REQUESTING DEPARTMENT HEAD / DESIGNEE
DATE 8/14/23

Scott Pettingell
CHIEF FINANCIAL OFFICER / DESIGNEE
Digitally signed by Scott Pettingell
Date: 2023.08.15 09:58:42 -07'00'

Nancy Rothlisberger
BUDGET MANAGER / DESIGNEE
Digitally signed by Nancy Rothlisberger
Date: 2023.08.15 07:01:02 -07'00'

CITY MANAGER / DESIGNEE
DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY
DATE



Notice of Exemption

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

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

Project Title: Church Street Sewer Improvements Project

Project Location(s): Withing rights-of-way (ROW) of Church Street (between Atkinson Street and Birch Street), Hickory Street (east of Brentwood Drive), and Atkinson Street between Hickory Street and West Duranta Street).

Project Description: The Environmental Utilities Department (EU) seeks to award a contract for engineering services for sewer system improvements to address existing deficiencies such as sewer spills during large storm events. The City's sewer system hydraulic model determined that a series of improvements would prevent future occurrences. These improvements include: trenchless upsizing of gravity sewer mains via pipe bursting along Church Street, Hickory Street, and Atkinson Street; open cut installation of new gravity sewer main along Hickory Street; and abandonment of a gravity sewer main along Hickory Street. All work would occur within existing ROW. The project would not result in an expansion of use.

Public Agency Approving Project: Roseville City Council

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

Reason why this Project is Exempt: The project qualifies for a Class 1 and Class 2 Categorical Exemption as described in Section 15301 and Section 15302 of the California Environmental Quality Act (CEQA) guidelines which states:

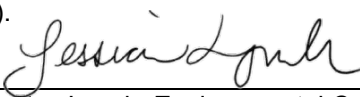
"Class 1 (Existing Facilities) consists of the ... repair and maintenance...of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of use; and

"Class 2 consists of the...replacement or reconstruction of existing...facilities...including...replacement or reconstruction of existing utility systems involving negligible or no expansion of capacity."

The project consists of upsizing some gravity mains, installation of a new sewer main, and abandonment of another to address issues with the sewer spills during large storm events. The project would not result in expansion of use. Consequently, the Class 1 and Class 2 Categorical Exemptions apply.

Lead Agency Contact Person: Tracie Mueller, PE, Roseville Department of Environmental Utilities (916-774-5888).

Signature: _____


Jessica Lynch, Environmental Coordinator
City of Roseville

Date: 08-09-2023



COUNCIL COMMUNICATION

CC #: 2908

File #: 0323 & 0214 & 0201-01

Title: Sacramento Urban Area Security Initiative - Grant Award and Budget Adjustment

Contact: Mark Peinado 916-774-5021 mcpeinado@roseville.ca.us

Meeting Date: 9/6/2023

Item #: 7.22.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute the City of Sacramento Subaward Agreement, and adopt an ordinance approving a budget adjustment of \$25,000.

BACKGROUND

The current Roseville Police Department Gas Masks are generally around 20 years old. Most were purchased after the September 11, 2001 terrorist attacks. Almost all masks show signs of aging, wear and tear (yellowing of permanent lens, wear of straps and buckles, degradation of rubber masks and breaking of individual components). Additionally, the masks were not designed for use in tactical environments.

The Roseville Police Department's Regional SWAT Team routinely deploys on critical incidents utilizing gas munitions and contaminated environments. The Regional SWAT Team is the primary mobile field force to be deployed to crowd/riot and civil unrest where chemical agents/improvised chemical weapons are present.

The Roseville Police Department submitted a request to the Sacramento Urban Area Security Initiative (UASI) to obtain grant funding for the purchase of new gas masks for the Department's Regional Special Weapons and Tactics (SWAT) Team. The Sacramento UASI approved the request and has granted the subaward agreement in the amount of \$25,000 for the purchase for new gas masks.

FISCAL IMPACT

The recommended budget adjustment will add a total of \$25,000 to the Police Department's budget in the City's Grants Fund. The City will be reimbursed for the purchases by Federal Homeland Security funds administered by the City of Sacramento. There will be no net fiscal impact on the City.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Respectfully Submitted,

Mark Peinado, Management Analyst

Troy Bergstrom, Police Chief

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 23-360

UASI Sub-award Agreement

UASI Sub-award extension

Ordinance 6708

Budget Adjustment

RESOLUTION NO. 23-360

ACCEPTING A GRANT AWARD FROM THE SACRAMENTO URBAN AREA SECURITY INITIATIVE (UASI), APROVING THE CITY OF SACRAMENTO SUBAWARD AGREEMENT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, the Roseville Police Department submitted a request to the Sacramento Urban Area Security Initiative (UASI) to obtain grant funding for the purchase of new gas masks for the Department's Regional Special Weapons and Tactics (SWAT) Team; and

WHEREAS, the Roseville Police Department received \$25,000 in subaward grant funds from the Sacramento UASI through the United States Departments of Homeland Security FY2020 Homeland Security Grant Program for the purchase of full face respirators; and

WHEREAS, the City of Sacramento Subaward Agreement, has been reviewed by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville that the City of Roseville accepts the grant awards from the Sacramento UASI, and the City Manager is hereby authorized to execute any required documents.

BE IT FURTHER RESOLVED that as the grant recipient, the City of Roseville agrees to comply with all conditions and requirements related to the subaward.

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

ORDINANCE NO. 6708

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24
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 2023-24, is hereby amended as listed on the attached budget adjustment for Sacramento Urban Area Security Initiative grant funds.

SECTION 2. This ordinance is hereby declared to be an appropriation measure, immediately effective pursuant to the provisions of Section 5.03 of the Charter.

SECTION 3. The City Clerk is hereby authorized and directed to post a true copy of the foregoing ordinance in each of three (3) conspicuous locations in the City and she shall immediately after such posting enter in the ordinance book, under the record of the ordinance, a certificate under her hand stating the time and place of such publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville, this _____
day of _____, 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: Mark Peinado / Management Analyst FISCAL YEAR: 2023-2024
PREPARER NAME & TITLE: Mark Peinado / Management Analyst COUNCIL DATE (if applicable): 09/06/2023
DEPARTMENT/DIVISION: Police Department / Administration ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	5395	84001	700054	25,000	Establish expenditure budget for UASI Full Face Respirators
TOTAL				25,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
2270	4401	84001	700054	25,000	Establish project revenue budget for UASI Full Face Respirators
TOTAL				25,000	

NET ADJUSTMENT	-
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

Justification for Budget Adjustment:

The Roseville Police Department has been awarded a sub-award from the FY20 Homeland Security Grant Program - Urban Area Security Initiative (UASI) for \$25,000. The Police Department will use the funds to purchase full face respirators (gas mask) designed for tactical use, to be used by the Roseville Police Department's Regional SWAT Team members. This budget adjustment establishes the revenue and expenditure budgets for project No.700054 for the total grant award of \$25,000.

REQUIRED APPROVALS:			
 REQUESTING DEPARTMENT HEAD / DESIGNEE	<u>8/10/23</u> DATE	<u>Nancy Rothlisberger</u> BUDGET MANAGER / DESIGNEE	<u>Digitally signed by Nancy Rothlisberger Date: 2023.08.18 12:52:35 -07'00'</u> DATE
<u>Scott Pettingell</u> Digitally signed by Scott Pettingell Date: 2023.08.18 13:14:45 -07'00'			
CHIEF FINANCIAL OFFICER / DESIGNEE	DATE	CITY MANAGER / DESIGNEE	DATE
BUDGET DEPARTMENT USE ONLY:			
POSTED BY	DATE		

Revised: June 24, 2019



COUNCIL COMMUNICATION

CC #: 2904

File #: 0400-02 & 0400-06-02

Title: Second Reading - Infill Parcel 175 Rezone
Contact: Shelby Maples 916-746-1347 smaples@roseville.ca.us

Meeting Date: 9/6/2023

Item #: 7.23.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6707 AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED WITHIN THE CITY OF ROSEVILLE, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Shelby Maples, Associate Planner

Mike Isom, Development Services Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6707

ORDINANCE NO. 6707

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AMENDING ZONING ORDINANCE NO. 5428 OF THE CITY OF ROSEVILLE
CHANGING THE ZONING OF CERTAIN REAL PROPERTY LOCATED
WITHIN THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. The Council of the City of Roseville has reviewed the findings of the Planning Commission regarding approval of the rezone specified herein, and make the following findings pursuant to Section 19.86.050 of the Zoning Ordinance:

1. The rezone is in conformance with the public interest, health, safety, or welfare of the City; and
2. The rezone is consistent with the objectives, policies, programs, and land use designations of the City of the Roseville General Plan.

SECTION 2. Section 19.06.020 of the Zoning Ordinance of the City of Roseville, Ordinance No. 5428, is amended to change the zoning of that portion of certain real property located on Parcel 175 of the Infill area in the City of Roseville, as shown and so designated in Exhibit "A", attached and incorporated herein by reference, is hereby rezoned from Neighborhood Commercial (NC) to Community Commercial (CC).

SECTION 3. This ordinance shall be effective at the expiration of thirty (30) days from the date of adoption.

SECTION 4. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this _____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk



COUNCIL COMMUNICATION

CC #: 2894

File #: 0400-04-12-1

Title: Second Reading - Sierra Vista Specific Plan Parcel KT-41A & KT-41B (6000 Baseline Road) Erickson Senior Living – Development Agreement Amendment
Contact: Sean Morales 916-774-5282 smorales@roseville.ca.us

Meeting Date: 9/6/2023

Item #: 7.24.

RECOMMENDATION TO COUNCIL

ORDINANCE NO. 6705 ADOPTING A THIRD AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KV SIERRA VISTA, LLC RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE, for second reading and adoption.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

Not applicable.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Sean Morales, Associate Planner

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Ordinance 6705

ORDINANCE NO. 6705

ADOPTING A THIRD AMENDMENT OF THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF ROSEVILLE AND KV SIERRA VISTA, LLC RELATIVE TO THE SIERRA VISTA SPECIFIC PLAN, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1. In accordance with Chapter 19.84 of Title 19 of the Roseville Municipal Code (the Zoning Ordinance) of the City of Roseville, the City Council has received the recommendation of the Planning Commission that the City of Roseville enter into a Third Amendment of the Development Agreement by and between the City of Roseville and KV Sierra Vista, LLC pertaining to property located within the Sierra Vista Specific Plan area.

SECTION 2. Prior to considering the proposed Third Amendment to Development Agreement, the City Council considered the 11th Addendum to the Sierra Vista Specific Plan Environmental Impact Report (EIR) (SCH #2008032115, certified May 5, 2010), pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 *et seq.*

SECTION 3. The Council of the City of Roseville has reviewed the findings of the Planning Commission recommending approval of the Third Amendment to Development Agreement, and makes the following findings:

1. The Third Amendment to the Development Agreement is consistent with the objectives, policies, programs and land use designations of the City of Roseville General Plan and the Sierra Vista Specific Plan;
2. The Third Amendment to the Development Agreement is consistent with the City of Roseville Zoning Ordinance;
3. The Third Amendment to the Development Agreement is in conformance with the public health, safety and welfare;
4. The Third 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 Third Amendment to the Development Agreement will provide sufficient benefit to the City to justify entering into said Amendment.

SECTION 4. The Third Amendment to Development Agreement, by and between the City of Roseville and KV Sierra Vista, LLC, a copy of which is on file in the City Clerk's Department and incorporated herein by reference, is hereby approved and the City Manager is authorized to execute it on behalf of the City of Roseville.

SECTION 5. The City Clerk is directed to record the executed Development Agreement Amendment within ten (10) days of the execution of the agreement by the City Manager with the County Recorder's Office of the County of Placer.

SECTION 6. This ordinance shall be effective at the expiration of thirty (30) days from the date of its adoption.

SECTION 7. The City Clerk is hereby directed to cause this ordinance to be published in full at least once within fourteen (14) days after it is adopted in a newspaper of general circulation in the City, or shall within fourteen (14) days after its adoption cause this ordinance to be posted in full in at least three (3) public places in the City and enter in the Ordinance Book a certificate stating the time and place of said publication by posting.

PASSED AND ADOPTED by the Council of the City of Roseville this____day of _____2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

ATTEST:

MAYOR

City Clerk



COUNCIL COMMUNICATION

CC #: 2889

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

Title: Blue Oaks Retail Center Phase 2 - Final Map

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

Meeting Date: 9/6/2023

Item #: 7.25.

RECOMMENDATION TO COUNCIL

It is recommended that the City Council approve the final map on file with the City Clerk and accept, on behalf of the public, the sanitary sewer easement offered thereon for dedication.

BACKGROUND

The Development Services - Engineering section has reviewed the subject final map and found that it is in compliance with the Subdivision Map Act and the City's Subdivision Ordinance and all conditions of the tentative map have been met.

This map will be creating 6 lots for future retail development.

FISCAL IMPACT

There is no fiscal impact to the City's General Fund associated with this approval.

ENVIRONMENTAL REVIEW

Approval of the Blue Oaks Retail Center Phase 2 Final Map project is an action that is subject to CEQA. Project level CEQA compliance for the Blue Oaks Retail Center Phase 2 Final Map project was accomplished with preparation of the Blue Oaks Retail Center Phase 2 Initial Study Mitigated Negative Declaration (IS/MND) and Mitigation Monitoring and Reporting Program (Adopted: March 23, 2023). Because the Blue Oaks Retail Center Phase 2 Final Map project is consistent with the project evaluated in the Blue Oaks Retail Center Phase 2 IS/MND, no new effects would be expected to occur and all applicable mitigation measures from the IS/MND will be implemented. As such, no additional CEQA action is required at this time.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Kerry Andrews, Assistant Engineer

Mike Isom, Development Services Director



Dominick Casey, City Manager

ATTACHMENTS:

Description

Final Map

Vicinity Map

FINAL MAP OF
BLUE OAKS RETAIL CENTER PHASE II
SUBDIVISION NO. PL22-0186

PARCEL 2 AS SHOWN AND DESIGNATED ON THE PARCEL MAP OF "BLUE OAKS RETAIL CENTER" FILED ON OCTOBER 10, 2014 IN BOOK 35 OF PARCEL MAPS AT PAGE 71
BEING A PORTION OF SECTION 17, T. 11N., R.6E., M.D.B.&M.
CITY OF ROSEVILLE PLACER COUNTY CALIFORNIA
CUNNINGHAM ENGINEERING
JULY 2023
SHEET 1 OF 2

OWNERS' STATEMENT:

THE UNDERSIGNED BEING THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE LANDS SUBDIVIDED HEREON, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP OF "BLUE OAKS RETAIL CENTER PHASE II".

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES:

- (1) PUBLIC EASEMENT FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC SANITARY SEWER TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, ON, OVER, UNDER AND ACROSS THOSE STRIPS OF LAND SHOWN OR DESIGNATED "PUBLIC SANITARY SEWER EASEMENT".

ROSEVILLE BLUE OAKS PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: Curt E. Burwell
CURT BURWELL MANAGER

NOTARY 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 MASS

COUNTY OF Nantucket

ON Aug 2, 2023 BEFORE ME, Kathryn L. Glidden, Notary Public
(INSERT NAME AND TITLE OF OFFICER)

PERSONALLY APPEARED Curt E. Burwell 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: Kathryn L. Glidden

NAME: (PRINT NAME) Kathryn L. Glidden

NOTARY'S PRINCIPAL PLACE OF BUSINESS (COUNTY) Nantucket, MA

NOTARY'S COMMISSION EXPIRES 5/15/26 NOTARY'S COMMISSION NUMBER NA

BENEFICIARY'S STATEMENT:

CARROLLTON BANK, AN ILLINOIS STATE BANK, AS BENEFICIARY UNDER DEED OF TRUST RECORDED SEPTEMBER 19, 2013, AS INSTRUMENT NO. 2013-0091519-00 AND MODIFIED UNDER AGREEMENT RECORDED JULY 22, 2014 AS INSTRUMENT NO. 2014-0049618-00 OF OFFICIAL RECORDS OF PLACER COUNTY, CALIFORNIA, HEREBY CONSENTS TO THE PREPARATION AND FILING OF THIS MAP.

BY: James R. Howard
JAMES R. HOWARD VICE PRESIDENT

DATE: 7/28/23

NOTARY ACKNOWLEDGMENT:

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF Illinois

COUNTY OF St. Clair

ON 7/28/23 BEFORE ME, Austin J. Costantini, Notary Public
(INSERT NAME AND TITLE OF OFFICER)

PERSONALLY APPEARED James R. Howard 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: Austin Costantini

NAME: (PRINT NAME) Austin Costantini

NOTARY'S PRINCIPAL PLACE OF BUSINESS (COUNTY) St. Clair

NOTARY'S COMMISSION EXPIRES 2/14/26 NOTARY'S COMMISSION NUMBER 946162

SURVEYOR'S STATEMENT:

THIS FINAL MAP OF "BLUE OAKS RETAIL CENTER PHASE II" WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF ROSEVILLE BLUE OAKS PARTNERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY IN FEBRUARY, 2022. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR WILL BE SET IN THOSE POSITIONS BEFORE ONE (1) YEAR AFTER FILING OF THIS PARCEL MAP. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATE: 7/26/23

Matt D. Morrow
MATT D. MORROW, LS 8501



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS FINAL MAP OF "BLUE OAKS RETAIL CENTER PHASE II", AND FIND IT TO BE SUBSTANTIALLY THE SAME AS THE TENTATIVE MAP ON FILE AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND ALL APPLICABLE CITY ORDINANCES HAVE BEEN COMPLIED WITH.

DATE: _____

MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE
R.C.E. 69879
EXP. DATE 9/30/2024

I HEREBY STATE THAT I AM SATISFIED THAT THIS FINAL MAP OF "BLUE OAKS RETAIL CENTER PHASE II" IS TECHNICALLY CORRECT.

FOR MARC STOUT, CITY ENGINEER, CITY OF ROSEVILLE

DATE: _____

TIMOTHY G. BLAIR, P.L.S. 8278
EXP. DATE 12/31/2023



CITY CLERK'S STATEMENT:

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF ROSEVILLE HAS APPROVED THIS FINAL MAP OF "BLUE OAKS RETAIL CENTER PHASE II" AND ACCEPTED ON BEHALF OF THE PUBLIC THE SANITARY SEWER EASEMENT OFFERED HEREON FOR DEDICATION.

CITY CLERK, CITY OF ROSEVILLE

DATE: _____

BY: _____
ASSISTANT CLERK, CITY OF ROSEVILLE

RECORDER'S STATEMENT:

ACCEPTED FOR RECORD AND FILED WITH THE OFFICE OF THE RECORDER OF PLACER COUNTY, STATE OF CALIFORNIA, AT _____ MINUTES AFTER _____ O'CLOCK _____ M. ON THIS _____ DAY OF _____, 2023, AND RECORDED IN BOOK _____ OF MAPS, AT PAGE _____, AT THE REQUEST OF _____.

FILE NO. _____

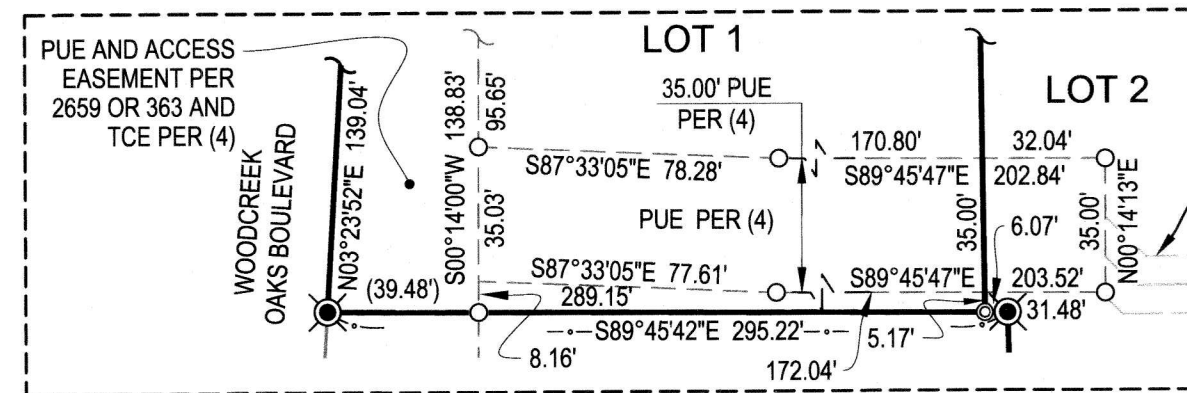
FEE \$ _____

RECORDER OF PLACER COUNTY
STATE OF CALIFORNIA

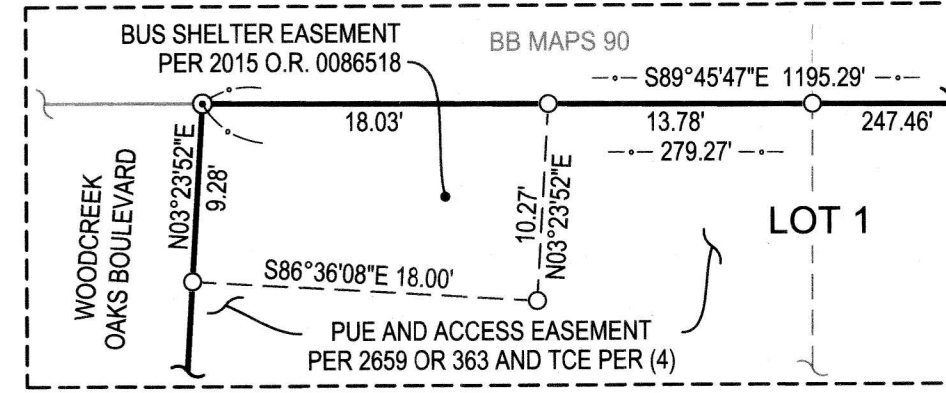
BY: _____

BASIS OF BEARINGS:

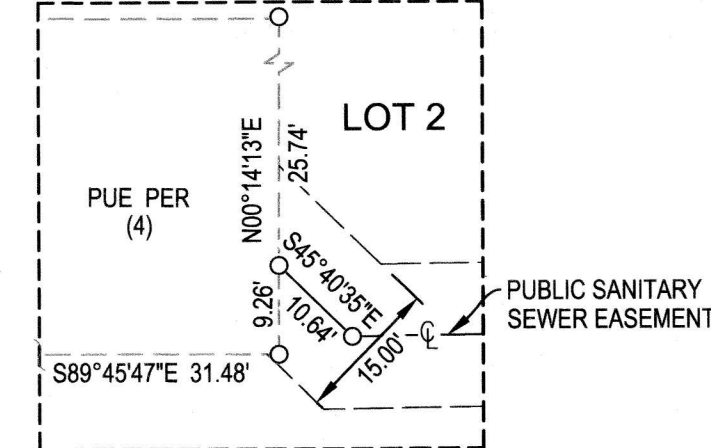
THE BASIS OF BEARING FOR THIS SURVEY IS THE CENTERLINE OF BLUE OAKS BOULEVARD PER BOOK AA, PAGE 28 AND TAKEN AS NORTH 89°19'25" EAST.



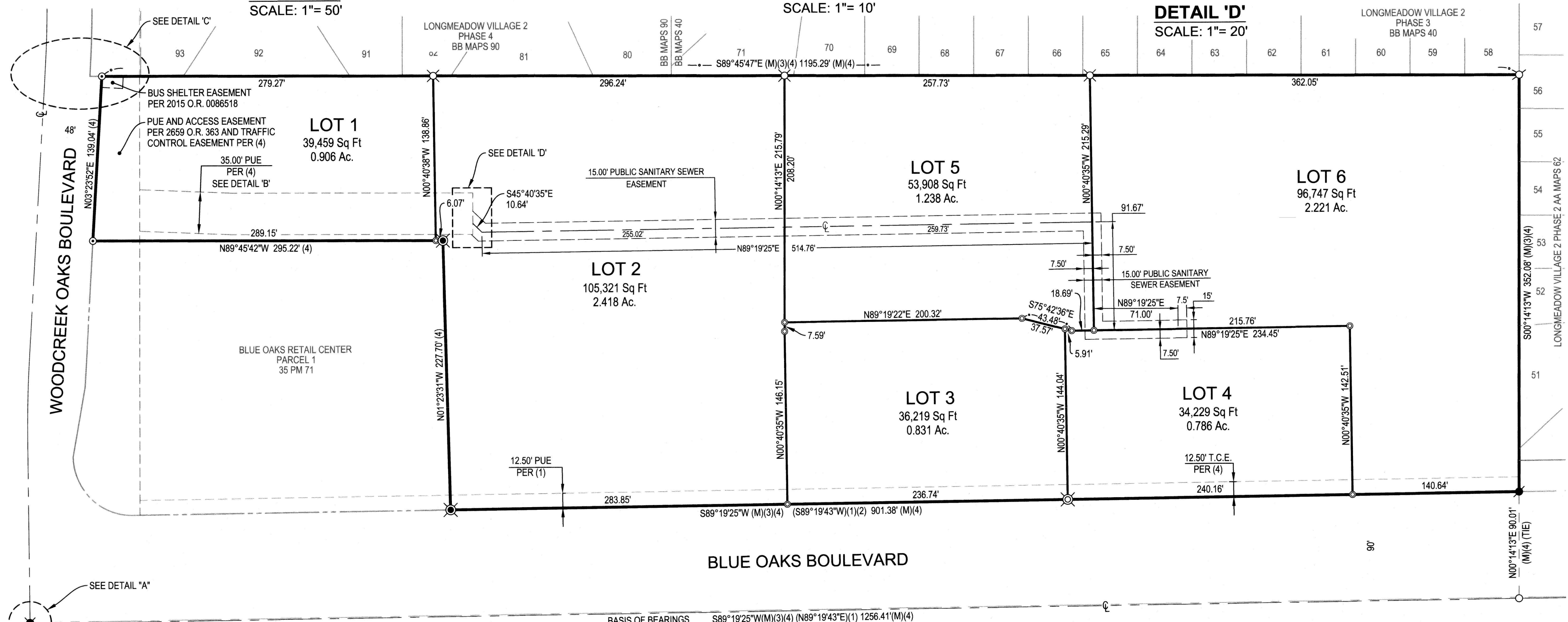
DETAIL 'B'
SCALE: 1"= 50'



DETAIL 'C'
SCALE: 1"= 10'



DETAIL 'D'
SCALE: 1"= 20'



BLUE OAKS BOULEVARD

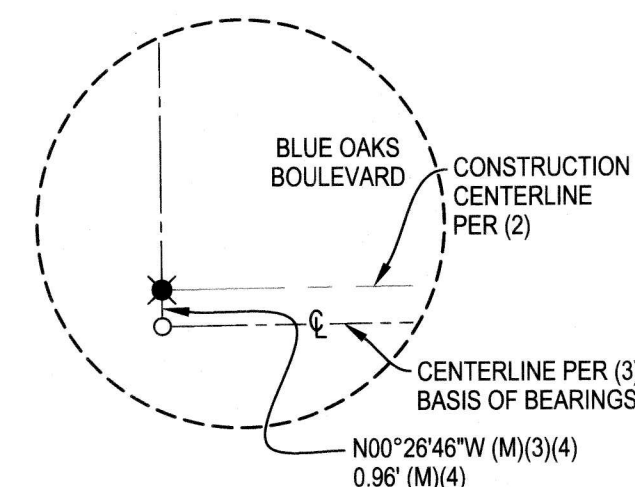
BASIS OF BEARINGS S89°19'25"W(M)(3)(4) (N89°19'43"E)(1) 1256.41'(M)(4)

NOTES:

1. THE SUM OF THE PARTS OF A LINE, CURVE OR AREA MAY NOT BE EQUAL TO THE WHOLE LENGTH OR ACREAGE DUE TO ROUNDING.
2. ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED, AND EXPRESSED IN UNITED STATES SURVEY FEET AND DECIMALS THEREOF.
3. THE SUBDIVISION IS SUBJECT TO A DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS & RESTRICTIONS, RECORDED AS DOCUMENT # 2014-0071312-00 P.C.R., AND SUPPLEMENTAL DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS & RESTRICTIONS, RECORDED AS DOCUMENT # 2014-0071313-00 P.C.R. SAID DOCUMENTS ARE BEING AMENDED BY AN AMENDMENT TO DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS & RESTRICTIONS, RECORDED AS DOCUMENT # _____ P.C.R. WHICH WAS RECORDED CONCURRENTLY HERewith. COLLECTIVELY SAID DOCUMENTS ADDRESS RECIPROCAL ACCESS, UTILITY EASEMENTS AND THE RIGHT TO CONSTRUCT AND A BUSINESS OWNER'S ASSOCIATION TO BE FORMED AND MANAGE THE COMMON AREAS.
4. THIS SUBDIVISION IS SUBJECT TO A TRANSPORTATION SYSTEMS MANAGEMENT AGREEMENT WITH THE CITY OF ROSEVILLE, RECORDED AS DOCUMENT # 2014-0091486-00 P.C.R. (PER 4).

LEGEND:

- DIMENSION POINT - NOTHING FOUND OR SET
- FOUND MONUMENT PER U MAPS 86
- ⊙ FOUND 5/8" REBAR WITH PLASTIC CAP, LS 5161 PER (4)
- ⊙ MONUMENT PER (4) SEARCHED FOR NOT FOUND. SET 1" BRASS DISC COUNTERSUNK IN CONCRETE, STAMPED LS 8501
- ⊙ MONUMENT PER (4) SEARCHED FOR NOT FOUND. SET 5/8" X 18" REBAR WITH PLASTIC CAP, LS 8501
- ⊙ MONUMENT PER (4) SEARCHED FOR NOT FOUND. SET 5/8" X 18" REBAR WITH PLASTIC CAP, LS 8501
- ⊙ SET 1" BRASS DISC COUNTERSUNK IN CONCRETE, STAMPED LS 8501
- ⊙ SET 5/8" X 18" REBAR WITH PLASTIC CAP, LS 8501 OFFSET 1' INTO PROPERTY
- ⊙ SET 5/8" X 18" REBAR WITH PLASTIC CAP, LS 8501
- PUE PUBLIC UTILITY EASEMENT
- TCE TRAFFIC CONTROL EASEMENT
- (M) MEASURED
- (1) RECORD DATA PER 20 MAPS 126
- (2) RECORD DATA PER 30 MAPS 151
- (3) RECORD DATA PER AA MAPS 28
- (4) RECORD DATA PER 35 MAPS 71



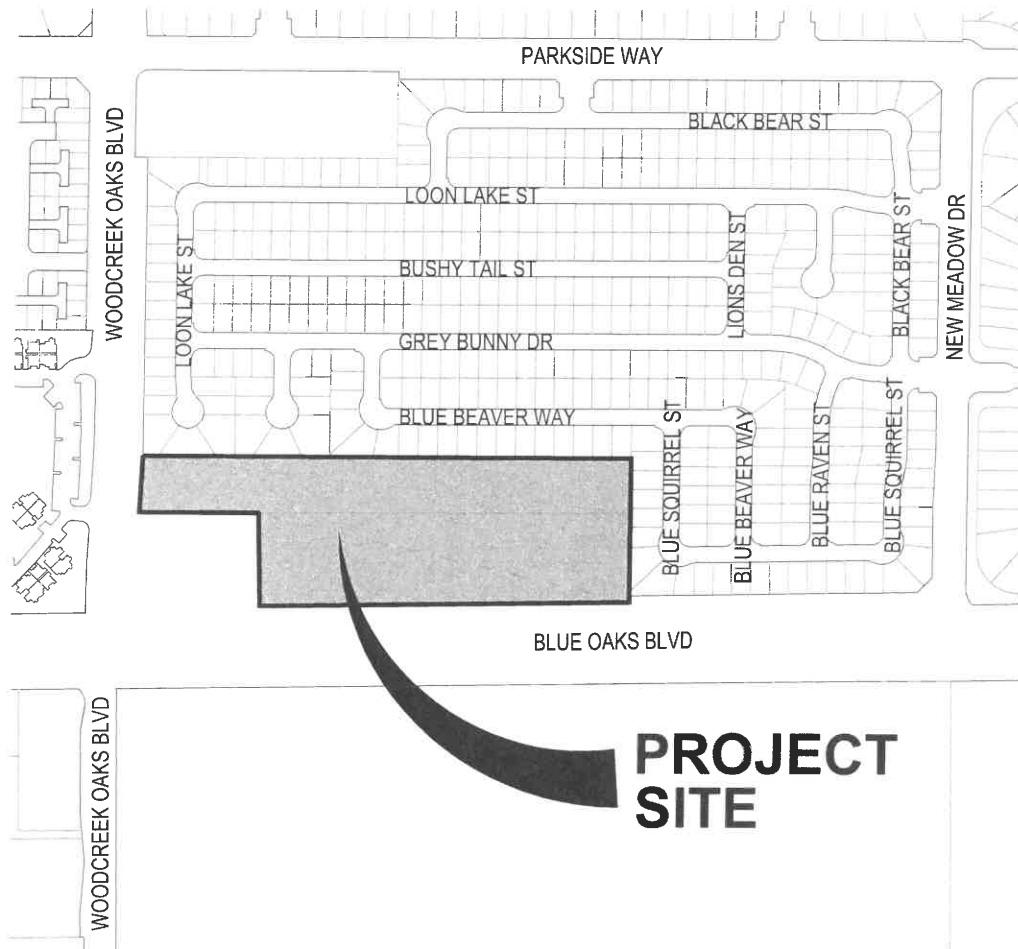
DETAIL 'A'
SCALE: 1"= 5'

60 30 0 60 120
SCALE: 1" = 60'

FINAL MAP OF BLUE OAKS RETAIL CENTER PHASE II SUBDIVISION NO. PL22-0186

PARCEL 2 AS SHOWN AND DESIGNATED ON THE PARCEL MAP OF "BLUE OAKS RETAIL CENTER" FILED ON OCTOBER 10, 2014 IN BOOK 35 OF PARCEL MAPS AT PAGE 71
BEING A PORTION OF SECTION 17, T. 11N., R. 6E., M.D.B.&M.
CITY OF ROSEVILLE PLACER COUNTY CALIFORNIA
CUNNINGHAM ENGINEERING

JULY 2023
SHEET 2 OF 2



VICINITY MAP

NOT TO SCALE



COUNCIL COMMUNICATION

CC #: 2906
File #: 0709-01

Title: HOUSING AUTHORITY/CITY COUNCIL – Quarterly Status Update 2nd Quarter 2023
Contact: Suzi Cook-Turner 916-774-5414 smcook-turner@roseville.ca.us
Trisha Isom 916-746-1239 tisom@roseville.ca.us

Meeting Date: 9/6/2023
Item #: 7.26.

RECOMMENDATION TO COUNCIL

The City Council, acting as the Roseville Housing Authority Board, is not required to take any action on this item. The quarterly Roseville Housing Authority's Housing Choice Voucher Program report is for informational purposes only.

BACKGROUND

Pursuant to the bylaws of the Roseville Housing Authority (RHA), the City Council, acting as the governing board for the Housing Authority, holds its quarterly meeting the first Wednesday of March, June, September, and December, or as soon as possible thereafter. Staff has prepared the following status report regarding lease-up activity for the Housing Choice Voucher (HCV) Program. The HCV Program provides income-qualified households in Roseville and Rocklin with rental assistance using funding from the U.S. Department of Housing and Urban Development (HUD). This assistance is utilized at rental units that meet program specific housing standards, are owned by a willing property owner, and are within Roseville or Rocklin city limits. This rental assistance ensures that the household can afford to live in safe and decent housing. During the second quarter of 2023 there were 634 vouchers utilized in Roseville, 123 vouchers being utilized in Rocklin, and 1 in another jurisdiction (approved transfers out of the area) for a total of 758 families receiving rental assistance through the RHA.

RHA continues to work diligently to recruit new property owners and increase the affordable housing stock available to voucher holders. The introduction of the Landlord Incentive Program in April 2023 proved to be very successful. With the initial grant of \$50,000 received through AMI Housing, the RHA was successful in recruiting several new landlords and enticed other landlords to lease to new HCV program participants. On May 3, 2023, the RHA hosted a Landlord Seminar at the Maidu Community Center for current and prospective property owners who wanted to learn more about participating in the Housing Choice Voucher program. Thirty property owners attended the seminar along with representatives from the Veterans Administration of Northern California (VA) and AMI Housing. The RHA staff covered topics which included the benefits of the voucher program, a review of upcoming policy changes, and a group Q&A session. The seminar was very

successful and the RHA is planning to host more landlord events in the future.

In May, RHA staff participated in the 2023 Placer Veteran's Stand Down held at The Grounds in Roseville. Working closely again with the VA and HUD VASH staff, the RHA was able to assist in recruitment of new veteran families that qualified for the VASH voucher. Staff was also able to connect with homeless veterans and provide information about the HUD VASH program. RHA has a total of 85 HUD VASH vouchers to house homeless veteran families. 19 VASH vouchers are Project-Based Vouchers (PBV) that have averaged 100% occupancy at Main Street Apartments. RHA staff will continue to apply for additional VASH vouchers with the support of the VA.

RHA is authorized to provide 823 households with HCV rental assistance. RHA also has several special voucher programs including 50 Emergency Housing Vouchers (EHV) providing rental assistance to individuals and families who are experiencing homelessness or at risk of experiencing homelessness; 75 vouchers allocated specifically for families on the waiting list with a head-of-household or partner that are non-elderly and disabled (NED vouchers); and 43 Mainstream vouchers assist households who have a non-elderly head of household or partner with a disability and are transitioning out of institutional or other segregated settings, are currently homeless, or at risk of becoming homeless. The table attached to this report provides a monthly summary of RHA's voucher programs for the second quarter of 2023.

Each housing authority is required to be at least 95% leased-up for its voucher allocation or utilizing at least 95% of its annual budget authority to remain in compliance with HUD's requirements. The lease-up rate for a calendar year cannot exceed 100% of its allocation of vouchers (per voucher type), and/or 100% expenditure of its annual budget allocation for the program. Agencies leasing up or expending 98% or more of its allocated vouchers and/or budget can reach high-performing status. RHA continues to meet HUD program requirements for high-performing status through 100% expenditure of its annual budget allocation.

FISCAL IMPACT

This Housing Authority Quarterly Status Report 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. The Roseville Housing Authority Quarterly Report meets the above criteria and is not subject to CEQA. No additional environmental review is required.

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal C - Maintain a safe and healthy community

Goal D - Enhance economic vitality

Respectfully Submitted,

Suzi Cook-Turner, Housing Supervisor

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

Voucher Lease Up Table Qtr 2 2023

Roseville Housing Authority Voucher Lease-up CY 2023

2023	Actual Lease-up of Regular	10-HUD Regular (570)	Actual Lease-up of Non-Elderly Disabled	5-HUD Non-Elderly Disabled (75)	Actual Lease-up of VASH	11-HUD VASH (85)	Actual Lease-up of Mainstream	12-HUD Mainstream (43)	Actual Lease-up of EHV	21-HUD Emergency Housing Vouchers (EHVs) (50)
Jan-23	528	570	75	75	59	75	35	43	35	50
Feb-23	526	570	75	75	59	85	34	43	35	50
Mar-23	532	570	74	75	58	85	33	43	35	50
Apr-23	528	570	75	75	58	85	33	43	35	50
May-23	535	570	75	75	59	85	33	43	37	50
Jun-23	546	570	75	75	61	85	33	43	42	50
YTD Total	3195	3420	449	450	354	500	201	258	219	300
YTD % Leased	93.4%		99.8%		70.8%		77.9%		73.0%	



COUNCIL COMMUNICATION

CC #: 2913
File #: 0102-10

Title: Resolution - Kerry Andrews
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 9/6/2023
Item #: 7.27.

RECOMMENDATION TO COUNCIL

Commend Kerry Andrews for his 35 years of outstanding service and dedication to the City of Roseville, congratulate him for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

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.

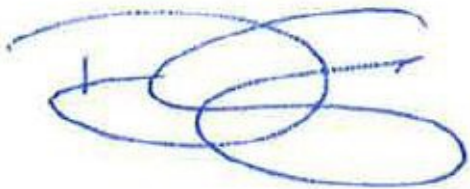
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Blair Hutchison, City Clerk Department

Carmen Avalos, City Clerk



Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution - Kerry Andrews

Resolution

WHEREAS, Kerry Andrews began his distinguished career with the City of Roseville in 1988 and has chosen to retire after 35 years of dedicated service; and

WHEREAS, Kerry was hired as a Civil Engineering Tech in a part time capacity with the Public Works Engineering Division and promoted to a full time position as a Civil Engineering Assistant in 1990. Kerry was promoted in 2004 to Junior Engineer and again in 2005 to Assistant Engineer; and

WHEREAS, Kerry's tenure with the City has been defined by his knowledge and expertise in the field of land surveying, acting as the City's subject matter expert in land division and right of way and easement creation and abandonment; and

WHEREAS, Kerry reviewed and approved the creation of 37,000 single family parcels and numerous commercial, industrial, public/quasi-public, parks, and open space parcels; and

WHEREAS, Kerry's 35 plus year career with the City gave him the opportunity to develop relationships with professional engineers and land surveyors, developers, and City staff across multiple departments, where he will be remembered for his friendly smile, happy nature, resourcefulness, and dedication.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSEVILLE, CALIFORNIA, that **KERRY ANDREWS** be commended for his 35 years of outstanding service and dedication to the City of Roseville, congratulated for his many accomplishments, and wished a long, healthy, and enjoyable retirement.

SIGNED AND APPROVED this 6th day of September 2023.



BRUCE HOUDSHELDT, MAYOR





COUNCIL COMMUNICATION

CC #: 2911
File #: 0102-06

Title: Proclamation - Constitution Week September 17-23, 2023
Contact: Blair Hutchison 916-774-5266 bmhutchison@roseville.ca.us

Meeting Date: 9/6/2023
Item #: 7.28.

RECOMMENDATION TO COUNCIL

Proclaim September 17-23, 2023 as Constitution Week and encourage all citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to all through the Constitution of the United States of America.

BACKGROUND

Not applicable.

FISCAL IMPACT

Not applicable.

ENVIRONMENTAL REVIEW

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

CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal B - Support community engagement and advocacy

Respectfully Submitted,

Blair Hutchison, City Clerk Technician

Carmen Avalos, City Clerk

A handwritten signature in blue ink, consisting of several overlapping loops and a horizontal line, likely representing the name Carmen Avalos.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Proclamation - Constitution Week September 17-23, 2023

Proclamation

CONSTITUTION WEEK September 17 – 23, 2023

WHEREAS, the Constitution of the United States of America is the guardian of liberties and embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, September 17, 2023, marks the two hundred and thirty-sixth anniversary of the framing of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, the United States Constitution stands as a testament to the tenacity of Americans throughout history to maintain their liberties, freedoms, and inalienable rights, and it is fitting to accord official recognition to this magnificent document on its memorable anniversary and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees this issuing of a proclamation by the President of the United States of America designating September 17 – 23 of every year as Constitution Week; and

NOW, THEREFORE, I, BRUCE HOUESHELDT, MAYOR OF THE CITY OF ROSEVILLE, CALIFORNIA, do hereby proclaim **September 17 – 23, 2023** as **CONSTITUTION WEEK** and encourage all citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to all through the Constitution of the United States of America.

SIGNED AND APPROVED this 6th day of September 2023.



BRUCE HOUESHELDT, MAYOR



COUNCIL COMMUNICATION

CC #: 2916

File #: 0716

Title: Automated Materials Handling System - Contract Purchase Agreement

Contact: Natasha Martin 916-774-5234 nmartin@roseville.ca.us

Meeting Date: 9/6/2023

Item #: 8.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council adopt a resolution authorizing the City Manager to execute a contract purchase agreement with Invengo American Corp dba FE Technologies to install, implement and support a new Automated Materials Handling (AMH) system, and authorize change orders for this project up to \$64,382.

BACKGROUND

In 2014 City Council approved the contract for 3M Library Systems to install an AMH system in all three libraries. Since that installation, the library has loaned nearly 10 million library items, and these items have been processed through the 3M automated system. That system has now reached end of life, with many outages that impact customers who are borrowing and returning library materials. Many technological advances have transpired in AMH systems in the past decade, and a new system will help continue to increase staff efficiencies, provide better features for our customers, and help us absorb increased library visitations and circulation as Roseville continues to grow.

The highlights of the new AMH library system include:

- Speedy and reliable automatic materials sorting system with a large range of bin and tote options
- Tote identity and location system for exact item location at any time
- Staff workstations featuring integration so all circulation functions are seamless
- Security gates that are fully ADA compliant and easily installed
- Collection management for holds pickup and returns
- Inventory management at up to 18,000 items per hour
- Cloud-based dashboard for operational status of each device, detailed reports, and people counter statistics, etc.
- Mobile application that lets customers check out items from any location within the library on their mobile phone

Request for Proposals (RFP) specifications were prepared and issued by staff in 2022. The RFP included evaluation criteria for overall system functionality, implementation, training, ongoing

maintenance and support, references and costs. Award of the contract criteria included an on-site presentation from three proposers. Staff visited libraries in person to speak with staff and evaluate the chosen vendor. Proposals were fully vetted by Library, IT and PRL administrative staff. Inveno American Corp dba FE Technologies is the recommended awardee, as they fully meet the program requirements, and at favorable pricing to the City. During the evaluation period, staff developed the equipment configuration which best fits the City's needs, which resulted in the requested award amount.

FISCAL IMPACT

The total not-to-exceed amount for this contract is \$1,060,000, which includes \$710,633.68 for initial equipment and installation costs, sales tax, and removal of existing equipment; \$64,382 for additional equipment expenditures, as needed for change orders; and \$71,246 per year for four (4) years of maintenance and support. Funding for this project was approved from FY2020-21 General Fund year-end budget surplus, with the annual maintenance and support expenditure to be included in each year's operational budget in the General 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)).

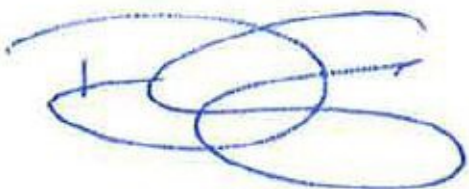
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal 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,

Natasha Martin, Parks, Recreation, & Libraries Manager

Jill Geller, Parks, Recreation, & Libraries Director

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Dominick Casey, City Manager

ATTACHMENTS:

Description

Resolution 23-365

Invengo Contract

RESOLUTION NO. 23-365

APPROVING A CONTRACT PURCHASE AGREEMENT, BY AND BETWEEN THE CITY
OF ROSEVILLE AND INVENGO AMERICAN CORP DBA FE TECHNOLOGIES,
AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF
OF THE CITY OF ROSEVILLE

WHEREAS, a contract purchase agreement (3003148) for a new Automated Materials Handling System for the Roseville Libraries, by and between the City of Roseville and Invengo American Corp dba FE Technologies, has been reviewed by the City Council; and

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

BE IT FURTHER RESOLVED that the City Manager or his designee is authorized to approve change orders, consistent with the contract terms, provided that the net cost of all change orders does not exceed to sixty-four thousand, three hundred eighty-two dollars (\$64,382).

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 3003148

Supplier Details:

Company Invengo American Corp dba FE Technologies
Contact Al Skinner
Address 536 Silicon Dr Ste 100

Southlake, TX 76092

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 3003148

Agreement	3003148
Agreement Date	17-JUL-2023
Change Order	1
Change Order Date	17-JUL-2023
Revision	1
Agreement Amount	1,060,000.00 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488

Fax: (916) 784-3796

Email: accountspayable@roseville.ca.us

Supplier **Invengo American Corp dba FE Technologies**
 536 Silicon Dr Ste 100

Southlake, TX 76092

Phone: ()

Fax: ()

Email: al.skinner@fetechgroup.com

Description of Labor, equipment and/or materials THE VENDOR SHALL PROVIDE THE SERVICES CALLED FOR UNDER THE CITY OF ROSEVILLE REQUEST FOR PROPOSAL (RFP) 13-114 LIBRARY AUTOMATED MATERIALS HANDLING AND CONTRACTOR'S PROPOSAL THERETO TITLED "FE TECHNOLOGIES RESPONSE TO CITY OF ROSEVILLE RFP 13-114" (HEREINAFTER "PROPOSAL") DATED 10/3/22. THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE RFP 13-114 AND CONTRACTOR'S PROPOSAL ARE HEREIN MADE PART OF THIS AGREEMENT AND FULLY INCORPORATED BY REFERENCE. ADDITIONALLY, THE ATTACHED "ROSEVILLE P.I. - LIBRARY EQUIPMENT REPLACEMENT PROPOSAL - UPDATED 6/15/23" ARE FULLY INCORPORATED BY REFERENCE ONTO THIS AGREEMENT. ADDITIONAL FUNDS HAVE BEEN INCLUDED FOR FUTURE EQUIPMENT PURCHASES ON AN AS-NEEDED BASIS.

START DATE: UPON EXECUTED AGREEMENT

END DATE: 6/30/28

PLEASE CONTACT ALEXIS PRIEST AT (916) 774-5245 OR APRIEST@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS AGREEMENT.

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

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	15721	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 3003148

Contract Purchase Agreement 3003148

Contract Terms and Conditions

1. To the fullest extent allowed by law, Consultant agrees to indemnify, including the cost to defend City, and its officers, agents, employees and volunteers from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by City or the agents, servants, or independent contractors who are directly responsible to City, or arising from the active negligence of City. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days written notice. City's termination shall be without further liability to City; however, Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement. Any work product created for City pursuant to this Agreement is deemed owned by City.
9. All prevailing wages and fair employment practices must be adhered to. For prevailing wage contracts over \$25,000, copies of certified payroll must be submitted with invoices. Prevailing wage rates may be obtained from the State Department of Industrial Relations and/or the following website address:
<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>
10. Consultant agrees to the below insurance requirements:
 - a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
 - b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
 - c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant.

Contract Purchase Agreement 3003148

The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office (ISO) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be:

- (1) the minimum coverage and limits specified in this Agreement; or
 - (2) the full coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater
- d. Cancellation/Modification. Consultant shall provide 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. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultants work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
 - g. Self-Insured Retentions. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
 - h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and sub consultants.
 - i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Consultant shall comply with all federal, state, local laws, ordinances and policies as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.
 12. In the event that the terms of any attachment or exhibit conflict with any terms of this Agreement, the terms of this Agreement shall control.
 13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

Contract Purchase Agreement 3003148

14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor," "Consultant," and "Supplier" are used interchangeably.
18. Consultant agrees that any and all information furnished by City shall be deemed proprietary and confidential. All such information, to the extent previously, presently or subsequently disclosed to Consultant and/or processed and derived by Consultant services is the property of City and such property shall be deemed and treated as "Confidential Information" of City. Consultant acknowledges that such Confidential Information may contain information provided and/or generated by third-parties. Consultant agrees that such Confidential Information shall not be disclosed to any third party without written permission from City, except as required by law. Consultant shall not use the Confidential Information except to perform Consultant's services as directed by City.
19. All facilities, devices, networks and services used to store, deliver, process, backup or purge Confidential Information will employ administrative, physical, technical, and procedural safeguards and best practices at a level sufficient to secure Confidential Information from unauthorized access, destruction, use, modification, or disclosure. Such measures will be no less protective than those used to secure Consultant's own information of a similar type, and in no event less than reasonable in view of the type and nature of the information involved. It is the City's expectation that Consultant, at its own expense, shall perform annual audits for any data centers that house Confidential Information, using an independent third-party audit that meets industry standards applicable to the services under this Agreement, and provide the audit report or certification upon request to City.
20. Consultant will retain Confidential Information until deleted by City or City-authorized third party, or for a time period mutually agreed upon by the parties to this Agreement.
21. Upon termination or expiration of this Agreement, Consultant will ensure that all Confidential Information is securely transferred to City within thirty (30) calendar days. Consultant will ensure that any transfer of Confidential Information is accomplished by methods that are compatible with the relevant City systems, and that City will have access to all Confidential Information during any such transfer. Consultant shall securely dispose of all Confidential Information when requested by City and Consultant will provide written notification to City once all Confidential Information has been securely disposed of.
22. Consultant shall report to City any data compromise or unauthorized access to Confidential Information within twenty-four (24) hours after Consultant discovers such data compromise or unauthorized access. Consultant will take commercially reasonable measures to address any such data compromise or unauthorized access in a timely manner. Except as otherwise required by law, Consultant will not provide notice to end users or other entities of any such data compromise or unauthorized access without written permission from City. Consultant will promptly reimburse City in full for all fees and costs incurred by City in any investigation, remediation or litigation resulting from any such data compromise or unauthorized access, including identity protection and restoration services for each person, who in the City's sole discretion, could be impacted by identity theft.
23. Consultant may not advertise that City is a client, list City as a reference or otherwise use City's name, logos, trademarks, or service marks without prior written permission from City.

Contract Purchase Agreement 3003148

24. Consultant acknowledges that services rendered under this agreement (including but not limited to service levels and operational levels) shall be performed in accordance with industry standards.
25. If the project referenced on this agreement is a Public Works project, then the following shall apply: No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
26. If the project referenced on this agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.
27. Consultant certifies that Consultant, 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.
28. 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.
29. CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

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

Roseville Business License No. _____

Contractor License No. n/a

DIR Registration No. n/a

Check mark the applicable company type below:

Contract Purchase Agreement 3003148

 X Corporation

 Limited Liability Company

 Partnership

 Sole Proprietor

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

Information Technology T&C

REV 3/2/21 JS

Contract Purchase Agreement 3003148

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

General - Required Coverage/Documentation

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

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

Construction: _____

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

Design Professional: _____

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

Professional Consultant: _____

Professional Liability:
\$1 Million/occurrence

IT Services: X _____

Professional Liability:
\$1 Million/occurrence
No auto required
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 3003148

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.

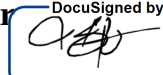
How It Works

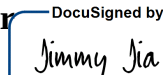
- The vendor's contact information is entered into EBIX. EBIX will contact the vendor to request proof of insurance.
- The Vendor can forward the request to their Insurance Agent(s) if necessary.
- Vendor/Insurance Agent submits insurance to EBIX by email to roseville@ebix.com or by fax to (770) 325-5727. 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 3003148

Supplier DocuSigned by:

Signature: EB6FD39CEBAD463...
Print Name: SCOTTY GAGE
Vice President
Title: _____
Date: 7/31/2023

Supplier DocuSigned by:

Signature: C6300BD05C694B0...
Print Name: Jimmy Jia
Treasurer
Title: _____
Date: 8/1/2023

City of Roseville, A Municipal Corporation

Signature: _____
Print Name: **Dominick Casey**
Title: **City Manager**
Date: _____



COUNCIL COMMUNICATION

CC #: 2917

File #: 0900-04-02

Title: Roseville Parkway Extension Project - Award of Contract, Professional Services Agreement, Purchase Order, and Budget Adjustment

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

Meeting Date: 9/6/2023

Item #: 9.1.

RECOMMENDATION TO COUNCIL

Staff recommends that the City Council:

1. Award the Roseville Parkway Extension Project to the low bidder, DeSilva Gates Construction, LLC for \$21,286,286.50, and adopt a resolution authorizing the City Manager to execute the agreement and provide change order authority of 10% of the contract amount (\$2,128,628); and
2. Adopt a resolution to approve a professional services agreement with KCM Engineers, Inc., a California corporation dba Knight CM Group, for construction management services in the not-to-exceed amount of \$2,309,693 and authorize the City Manager to execute the agreement; and
3. Approve a sole source purchase order to PDC Sacramento LPIV, LLC (Panattoni Development Company) for the purchase of embankment soil in the amount of \$180,000; and
4. Adopt the attached ordinance for a budget adjustment in the amount of \$27,320,000 from the Traffic Mitigation Fund to fully fund project construction.

BACKGROUND

Roseville Parkway is a multi-lane arterial roadway providing a connection from Northwest Roseville to East Roseville and Granite Bay. The roadway is continuous except for a 0.75-mile segment between Foothills Boulevard and Washington Boulevard. The project scope includes the construction of:

- Four vehicle travel lanes (two in each direction);
- Curb, gutter and sidewalk;
- On-street bike lanes;
- Separated multi-use path;
- Street lights;
- Street landscaping; and

- An overpass spanning the Union Pacific Railroad (UPRR) tracks and Industrial Avenue

At the July 6, 2022 meeting, Council approved the plans and specifications for the project and authorized staff to call for bids. The bid opening was held on July 25, 2023 and a total of five bids were received.

The engineer's estimate and bids are as follows:

Engineer's Estimate	\$27,116,183.00
DeSilva Gates Construction, LLC	\$21,286,286.50
Goodfellow Bros. California, LLC	\$23,628,585.10
Teichert Construction/MCM Construction JV	\$23,799,946.58
Bay Cities Paving & Grading, Inc	\$24,537,179.00
Ghilotti Construction Company, Inc	\$25,607,983.33

Staff has reviewed the low bid from DeSilva Gates Construction and has found it to be complete and in order.

Staff recently released a Request for Proposals (RFP) for Construction Management Services for the Roseville Parkway Extension Project. Eight firms submitted proposals in response to the RFP. After evaluation of the eight proposals, a selection committee composed of four staff members selected KCM Engineers, Inc. dba Knight CM Group to provide the requested services. The selection of this firm was based on their understanding of the Roseville Parkway Extension Project, extensive experience with providing the requested services for similar projects, and their plan to deliver a successful project.

In the early stages of project development, project staff determined that roughly 140,000 cubic yards of soil is required to construct the overpass spanning the Union Pacific Railroad tracks and Industrial Avenue. City staff identified private development sites local to the Roseville Parkway Extension project that could supply the needed soil. One such development site is the Panattoni Development Company (Panattoni) site at 7801 Foothills Blvd. The site has in excess of 80,000 cubic yards of soil stockpiled less than .5 miles from the Roseville Parkway Extension project. Panattoni has agreed to sell the soil to the City at a price of \$2.25/Cubic Yard. Both the City and Panattoni benefit from this arrangement. The City will save approximately \$220,000 in direct project costs and Panattoni reduces its future costs to develop the site. This partnership also has an indirect benefit by removing nearly 800 truck trips from neighboring roads which reduces the impact on the City's roadway network. Staff previously worked with the developer of the Green Acres Nursery Site at Galilee Road to obtain approximately 40,000 cubic yards of material for the project. Approval of the sole source purchase order will authorize the purchase of the material.

Public Outreach:

Since 2019, the Roseville Parkway Extension Project has been driven by robust public participation including a virtual community open house, stakeholder representative group meetings, online surveys, and email and social media updates.

Public Works staff will continue to work closely with the City's Public Affairs and Communications team to keep the community informed of the project's progress and traffic impacts during the construction phase of the project. Staff will ensure residents and businesses are notified about the project benefits and construction impacts through a variety of methods that may include, but are

not limited to: direct mail, signage, social media, web, and email notifications.

FISCAL IMPACT

The recommended budget adjustment in the amount of \$27,320,000 from the Traffic Mitigation Fund (TMF) is required to fund construction, construction contingency/change order authority, staff time, and construction management costs. No General Fund resources will be used for the project.

ENVIRONMENTAL REVIEW

Project level CEQA compliance for the Roseville Parkway Extension project was accomplished with preparation of the Roseville Parkway Extension Project Final Initial Study and Mitigated Negative Declaration (Adopted: September 16, 2020). Because the Roseville Parkway Extension project is consistent with the project evaluated in the Roseville Parkway Extension Project Final Initial Study and Mitigated Negative Declaration, no new effects would be expected to occur and all applicable mitigation measures from the Roseville Parkway Extension Project Final Initial Study and Mitigated Negative Declaration will be implemented. As such, no additional CEQA action is required at this time.

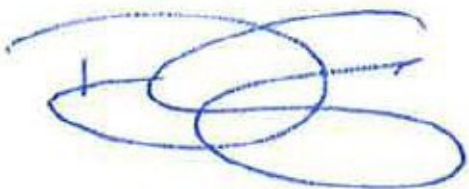
CITY COUNCIL STRATEGIC PLAN/OVERARCHING GOALS

Goal F - Invest in well-planned infrastructure and growth

Respectfully Submitted,

Jesse Khatkar, Associate Engineer

Jason Shykowski, Public Works Director

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

Dominick Casey, City Manager

ATTACHMENTS:

Description

Project Location Map

Resolution 23-366

Construction Contract

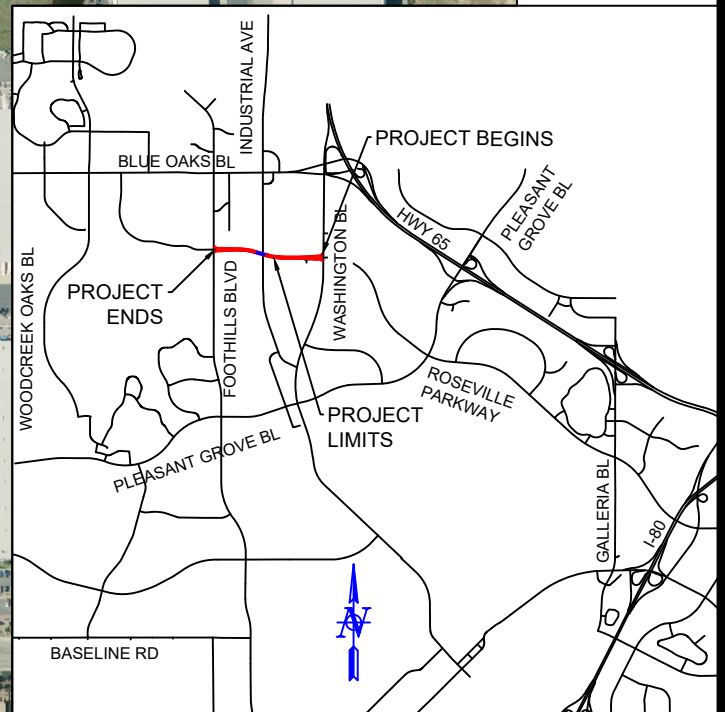
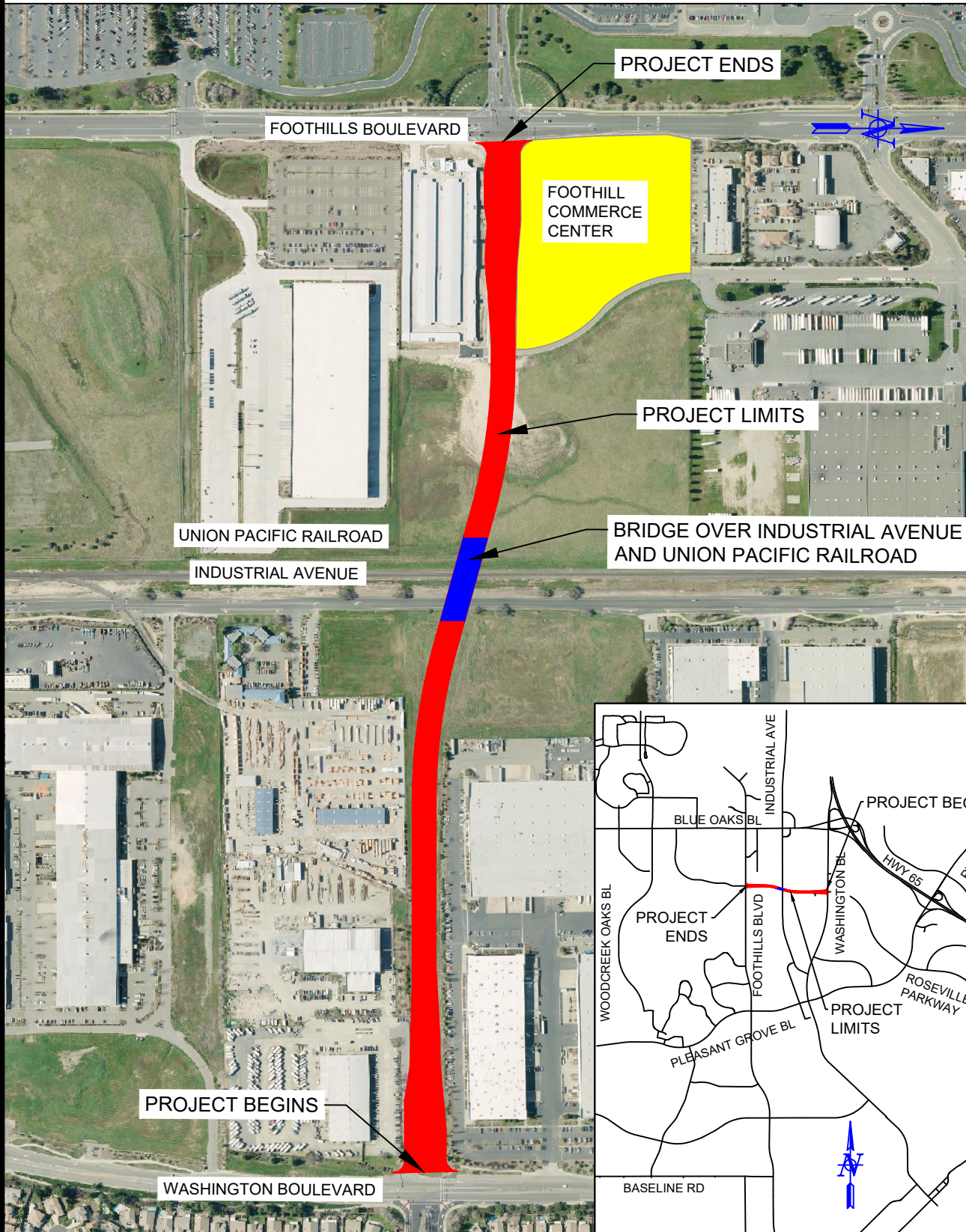
Resolution 23-367

Professional Services Contract

Ordinance 6709

Budget Adjustment

EXHIBIT A PROJECT AREA MAP



RESOLUTION NO. 23-366

APPROVING AN AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND
DESILVA GATES CONSTRUCTION LLC, AND AUTHORIZING THE CITY MANAGER
TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, an Agreement for the Roseville Parkway Extension Project, by and between
the City of Roseville and DeSilva Gates Construction LLC, has been reviewed by the City
Council; and

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

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

AGREEMENT

THIS AGREEMENT, is made and entered into this ____ day of _____,
20____, by and between the City of Roseville, a municipal corporation, ("CITY"), and
DeSilva Gates Construction LLC, a Delaware Limited Liability Company
_____,
("CONTRACTOR"); and

WITNESSETH:

WHEREAS, the City Council of the CITY, at a meeting held on the 6th day of
July, 2023, approved plans and specifications for the _____
Roseville Parkway Extension Project

and directed the City Clerk to advertise for sealed proposals for doing said work and providing
that bids be submitted on the 25th day of **July**, 2023; 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 **September**, 2023, 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 _____
Roseville Parkway Extension Project

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 ^{Twenty One Million Two Hundred Eight}
^{Six Thousand Two Hundred Eight Six dollars and fifty cents} dollars (\$ 21,286,286.50) for the Work

to be done under this Agreement in accordance with the Contract Documents.

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

- a. The advertisement for bids (including the notice to bidders, instructions to bidders and proposals);
- b. The accepted bid;
- c. Plans and specifications (including standard construction specifications, special provisions and construction details);
- d. Bonds and insurance required by the specifications; and

e. This contract.

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

4. LIQUIDATED DAMAGES. In the event CONTRACTOR does not complete the Work within the time specified, CONTRACTOR agrees that CITY will suffer damages. Inasmuch as the actual damages which would result from such breach by CONTRACTOR under this Agreement are uncertain, and would be impractical or extremely difficult to fix, CONTRACTOR agrees that it shall pay, or CITY shall deduct from CONTRACTOR's fee, the amount of \$ 8300 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 220 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

Public Works - Engineering
311 Vernon St
Roseville CA 95678
916-746-1300

CONTRACTOR

DeSilva Gates Construction LLC
11555 Dublin Blvd
Dublin, CA 94568
925-829-9220

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

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

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

DeSilva Gates Construction LLC _____, a
Delawre Limited Liability Company

BY: _____
DOMINICK CASEY
City Manager

BY: Michael Gates Michael Gates
its: Vice President

and

ATTEST:

BY: James B. Summers James B. Summers
its: Vice President

BY: CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: MICHELLE SHEIDENBERGER
City Attorney

APPROVED AS TO SUBSTANCE:

BY: Jason Shykowski for

Print Name: Jason Shykowski

Title: Public Works Director

RESOLUTION NO. 23-367

APPROVING A PROFESSIONAL SERVICES AGREEMENT, BY AND BETWEEN THE CITY OF ROSEVILLE AND KCM ENGINEERING, INC., A CALIFORNIA CORPORATION DBA KNIGHT CM GROUP, AND AUTHORIZING THE CITY MANAGER TO EXECUTE IT ON BEHALF OF THE CITY OF ROSEVILLE

WHEREAS, a professional services agreement for construction management services for the Roseville Parkway Extension Project, by and between the City of Roseville and KCM Engineering, Inc. a California corporation doing business as Knight CM Group has been reviewed by the City Council; and

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

PASSED AND ADOPTED by the Council of the City of Roseville this ____ day of _____, 2023, by the following vote on roll call:

AYES COUNCILMEMBERS:

NOES COUNCILMEMBERS:

ABSENT COUNCILMEMBERS:

MAYOR

ATTEST:

City Clerk

PROFESSIONAL SERVICES AGREEMENT

Construction Management Services for the Roseville Parkway Extension Project

THIS AGREEMENT is made and entered into this ____ day of _____, 20__,
by and between the City of Roseville, a municipal corporation (“CITY”), and KCM Engineering,
Inc., a California corporation dba Knight CM Group (“CONSULTANT”); and

W I T N E S S E T H:

WHEREAS, CITY desires professional services consisting of construction management
services for the Roseville Parkway Extension Project; and

WHEREAS, CONSULTANT has prepared a proposal dated July 18, 2023 and cost
proposal dated August 11, 2023, which describe the scope of work to be performed by
CONSULTANT, the budget for the work, and the schedule for performance of the work; and

WHEREAS, CONSULTANT is qualified and experienced to provide such professional
services.

NOW, THEREFORE, the parties agree as follows:

1. Services. CONSULTANT shall perform, at the direction of CITY, the scope of
services as described in EXHIBIT “A,” attached hereto and incorporated herein by this
reference.
2. Compensation. For its services provided hereunder, CONSULTANT shall be
compensated on a time and expense basis in accordance with the budget estimate as described in

EXHIBIT “B,” attached hereto and incorporated herein by this reference. Total compensation shall not exceed two million, three hundred nine thousand, six hundred ninety-three dollars (\$2,309,693).

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

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

CONSULTANT agrees to defend and indemnify CITY if, despite the parties intent and practice, any venue, agency, or court with competent jurisdiction determines that CONSULTANT and/or any of its agents, officers, employees, volunteers, independent contractors, or subcontractors, are characterized as employee(s) of CITY.

CONSULTANT's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by

law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

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

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
Workers' Compensation	Statutory
Commercial General Liability	\$1,000,000 each occurrence \$2,000,000 aggregate Personal Injury: \$1,000,000 each occurrence \$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Professional Liability (errors and omissions)	\$1,000,000 per claim \$2,000,000 aggregate

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

b. Additional Insureds. CONSULTANT shall also provide a separate endorsement form or section of the policy showing CITY, its officers, agents, employees and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of CONSULTANT. The additional insured coverage under the CONSULTANT's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from CITY's insurance or self-insurance. In addition, the

additional insured coverage shall be at least as broad as the Insurance Services Office (“ISO”) CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds.

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

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

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

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

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

g. Waiver of Subrogation. CONSULTANT hereby agrees to waive subrogation which any insurer of CONSULTANT may acquire from CONSULTANT by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of CITY, its officers, agents, employees and volunteers for all work performed by CONSULTANT, its employees, agents and subcontractors.

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

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

have right of access during normal business hours and after reasonable notice to CONSULTANT's and subcontractors' files and records relating to the services performed hereunder, and may review and copy the files and records at appropriate stages during performance of the services and during the one (1) year period following termination or expiration of this Agreement. CONSULTANT shall include this provision in its contracts with all subcontractors.

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

7. Prevailing Wages. When applicable, for purposes of this Agreement, CONSULTANT and its subcontractors shall comply with all applicable prevailing wage laws, e.g., but not limited to, California Labor Code Sections 1770 et seq. In accordance with said Section 1775, CONSULTANT shall forfeit as a penalty to the City two hundred dollars (\$200) for each calendar day or portion thereof for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done on-site under the Agreement by CONSULTANT or by any subcontractor in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage shall be paid to each worker by CONSULTANT or the applicable subcontractor.

Pursuant to the provisions of California Labor Code Section 1773, the contracting department has identified the source, stated below, of the general prevailing rate of wages applicable to the site to be done, for straight time, overtime, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining

agreement of the particular craft, classification or type of worker concerned. These wage rates may be obtained from the State Department of Industrial Relations and/or the following website address: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Pursuant to Labor Code Section 1773.2, general prevailing wage rates set forth above, which forms a part of this Agreement, shall be posted by CONSULTANT at a prominent place at the work site. Prevailing wage rates to be posted at the work site will be furnished by the contracting department. The possibility of wage increases is one of the elements to be considered by CONSULTANT in determining its proposal and will not under any circumstances be considered as the basis of a claim against CITY or the Agreement.

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

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

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

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

12. Independent Contractor. CONSULTANT, inclusive of its agents, officers, employees, volunteers, independent contractors, and subcontractors, shall act as an independent

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

CONSULTANT and CITY agree that: (a) CONSULTANT is free from the control and direction of CITY in connection with the performance of the work; (b) CONSULTANT is providing services directly to CITY; (c) CONSULTANT has and will maintain at all relevant times a business license; (d) CONSULTANT maintains a business location that is separate from CITY; (e) CONSULTANT is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder; (f) CONSULTANT actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from CITY; (g) CONSULTANT advertises and holds itself out to the public as available to provide the same or similar services; (h) CONSULTANT provides its own tools, vehicles, and equipment to perform the services; (i) CONSULTANT has negotiated its own rates; (j) CONSULTANT set its own hours and location of work in accomplishing CITY's on-call needs; and (k) CONSULTANT has the right to control the manner and means of accomplishing the result desired and exercises its own expert independent judgement.

13. Representations and Warranties. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to terminate as void this Agreement, without liability, or, in its discretion, to deduct from the

Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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

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

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

16. Termination of Agreement. The City may terminate this Agreement without cause by giving CONSULTANT ten (10) days advance written notice from the City Manager. CONSULTANT may terminate this Agreement without cause by giving CITY thirty (30) days

advance written notice. In the event of termination through no fault of CONSULTANT, CITY shall compensate CONSULTANT for services performed as of the date of termination, upon the release to CITY of all Material hereunder, in any and all media or formats in which such materials have been created or are maintained. CITY retains the right to receive and use any Material, notwithstanding any termination or any dispute regarding the amount to be paid.

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

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

19. 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.

20. 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

Jesse Khatkar
Associate Engineer
311 Vernon Street
Roseville, CA 95678

CONSULTANT

Mehrdad Varzandeh, PE
Principal, Project Manager
3100 Zinfandel Drive, Suite 275
Rancho Cordova, CA 95760

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

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

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

CITY OF ROSEVILLE, a
municipal corporation

KCM ENGINEERING, INC., a California
corporation dba Knight CM Group

BY: _____
DOMINICK CASEY
City Manager

ATTEST:

BY: _____
CARMEN AVALOS
City Clerk

APPROVED AS TO FORM:

BY: _____
MICHELLE SHEIDENBERGER
City Attorney

BY:  _____
its: President

and
BY:  _____
its: Chief Financial Officer

[SIGNATURES CONTINUED ON NEXT PAGE]

APPROVED AS TO SUBSTANCE:

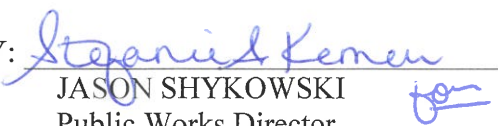
BY: 
JASON SHYKOWSKI
Public Works Director 

EXHIBIT “A”

City of Roseville
311 Vernon Street
Roseville, CA 95678

July 18, 2023

Attention: City Clerk Department

Subject: Construction Management Services for the Roseville Parkway Extension Project

Dear Mr. Khatkar:

Knight CM Group (KCM) is pleased to submit this proposal for the consideration of providing Construction Management and Inspection services for Roseville Parkway Extension Project. Knight CM Group (KCM) is a certified DBE firm specializing in providing full-service program and construction management services on public agency projects. Our team members are extremely **familiar with City of Roseville's policies and procedures** by the virtue of successfully completing several projects for the City, including *Downtown Bridges and Trail Improvement Project, Fiddymont Road Widening Project, Royer Park to Harding Boulevard Bike Trail Project, Blue Oaks Bridge over Kaseburg Creek, Industrial Avenue Overlay Project, and Highland Reserve Bike Trail Bridge Project*. The Roseville Parkway Extension Project will require an experienced construction management team that has relevant experience working on projects similar in size and scope. Given the specialized expertise required for this project, we have chosen our team carefully and believe that we bring significant experience to the City of Roseville.

Firm Principal Contact Information	
Name and Title	Mehrdad Varzandeh, PE – Principal, Project Manager
Mailing address	3100 Zinfandel Drive, Suite 275 Rancho Cordova, CA 95760
Telephone	(916) 952-1641
E-mail	Mehrdad@KnightCMgroup.com

As a Principal of Knight CM Group, I have the authority to commit the firm to the obligations contained in the RFP and contractually bind the company. KCM will perform the services and adhere to the requirements described in this RFP, and acknowledges receipt of Q&A. We fully accept the terms and conditions of the Master Service Agreement contained in the RFP and commit that this proposal shall be valid for a 90-day period.

We thank you for taking the time to review our qualification package, and pledge to you the commitment of our team. If you have any questions regarding this proposal, please do not hesitate to contact me at my mobile (916) 952-1641 or Mehrdad@KnightCMgroup.com.

Sincerely,



Knight CM Group
Mehrdad Varzandeh, PE
Principal | Project Manager

A. UNDERSTANDING OF SCOPE OF WORK

PROJECT REQUIREMENTS

The City of Roseville (City) is requesting proposals from licensed professional engineering firms to provide construction management and inspection services associated with construction of the Roseville Parkway Extension Project (Project). The selected team must have relevant and recent experience with the technical elements of construction included in this project, along with significant stakeholder coordination. The selected team must be able to efficiently perform the required scope of services within a budget that will be acceptable to the City, and reimbursable by the funding sources. The CM team must work pro-actively with the contractor, the City, permitting agencies and local businesses to address concerns before they become issues.

PROJECT GOALS

Our project approach for the Roseville Parkway Extension Project is developed to achieve delivery while having the following goals in mind:

- A safely constructed project, with a “No Injury” goal.
- A quality project that meets all the requirements of the contract documents.
- Ensure that the project is completed within the specified schedule and the allotted budget.
- Positive public perception for the project as well as for the City of Roseville.
- Be flexible and responsive to the City of Roseville, local business, and other stakeholders for issue resolution.
- Foster an atmosphere of trust and fairness among all project participants.
- Assist the Contractor to complete the project in the least amount of time possible.
- Complete the project to the satisfaction of the City and all other stakeholders.

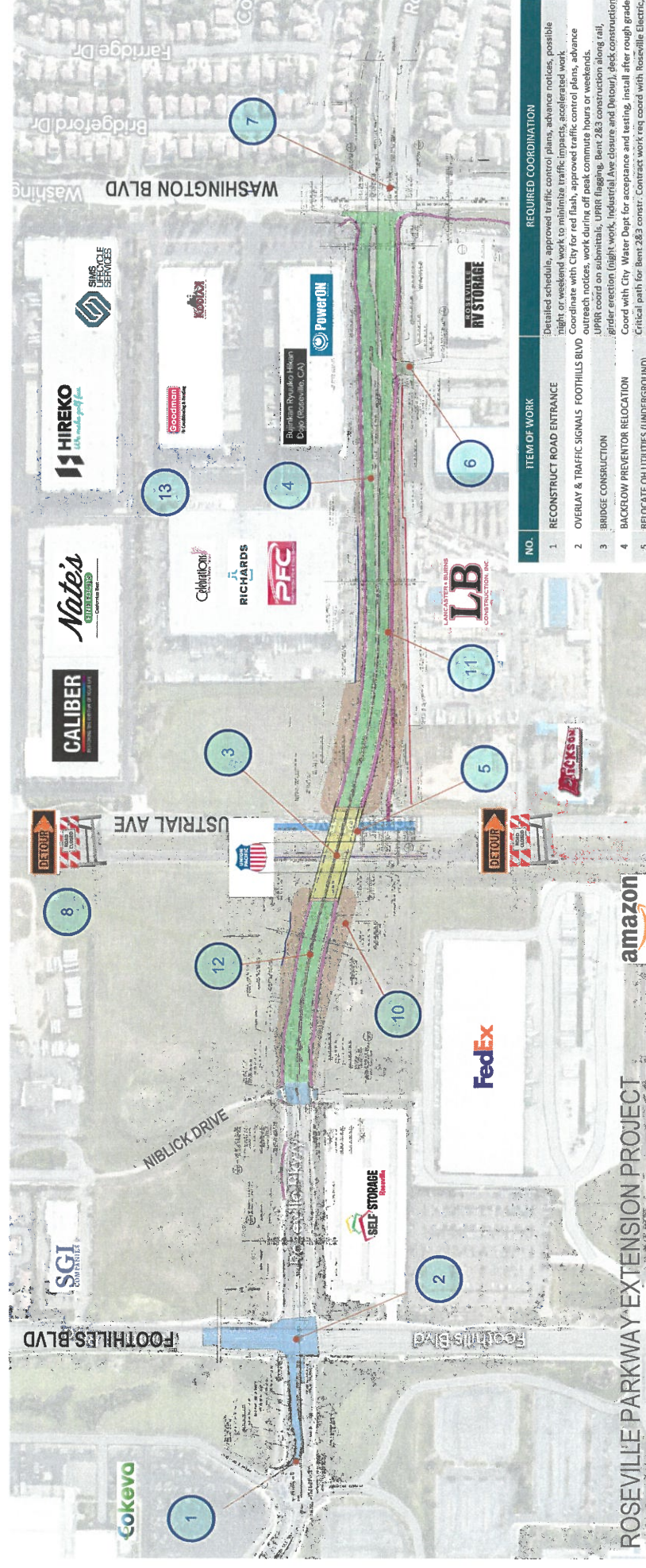
KCM APPROACH

Our approach to managing the Roseville Parkway Extension Project will start with professionally staffing the project with a Resident Engineer, Structure Representative and a Field Inspector ***that are familiar with City of Roseville’s policies and procedures, have relevant experience and are sensitive to local community needs.*** Specifically, we are proposing a team that has the following characteristics needed for the successful delivery of the Roseville Parkway Extension Project:

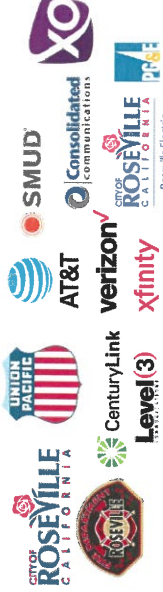
- Team members that have worked for the City of Roseville since 2008.
- Team members have worked together for the past 12 years on previous roadway and bridge projects for local agencies and understand the work and possible difficulties encountered during construction.

The proposed personnel will serve as City of Roseville representatives in administering the construction contract to ensure that the requirements of the plans and specifications are met resulting in a high quality and fully functional facility. The next page shows the overall key issues of the project followed by a brief description of selective key issues and our approach to managing the job:

PROJECT KEY ISSUES SUMMARY



MULTI AGENCY COORDINATION



NO.	ITEM OF WORK	REQUIRED COORDINATION
1	RECONSTRUCT ROAD ENTRANCE	Detailed schedule, approved traffic control plans, advance notices, possible night or weekend work to minimize traffic impacts, accelerated work
2	OVERLAY & TRAFFIC SIGNALS Foothills Blvd	Coordinate with City for red flash, approved traffic control plans, advance outreach notices, work during off peak commute hours or weekends
3	BRIDGE CONSTRUCTION	UPRR coord on submittals, UPRR flagging, Bent 2&3 construction along rail, girder erection (night work, Industrial Ave closure and Detour), deck construction
4	BACKSLOW PREVENTOR RELOCATION	Coord with City Water Dept for acceptance and testing, install after rough grade
5	RELOCATE OH UTILITIES (UNDERGROUND)	Critical path for Bent 2&3 constr: Contract work req coord with Roseville Electric, first order of work
6	CONSTRUCT LB DRIVEWAY ENTRANCE	Advance notices, driveway open at all times, Vehicle Access Plan for LB
7	TRAFFIC SIGNALS (WASHINGTON BLVD)	Construction and Harris & Bruno, Stage work to construct new driveway, Use of Road Set concrete
8	CLOSE INDUSTRIAL BLVD	Coordinate with City for red flash, approved traffic control plans, advance outreach notices, work during off peak commute hours or weekends
9	MULTI AGENCY COORD & UTILITIES	Approved traffic control/detour plan, advance notice to public, coord detailed work with Contractor and UPRR for girder erection and deck constr. Identify critical utilities to be relocated, First order to schedule required meeting with utility companies & 3rd parties to ID roles/responsibilities and est level of expectations
10	EARTHWORK / ROADWAY EX / STOCKPILES	Test and qualify existing stockpiles and import borrow, truck quantities to minimize overruns
11	PORTLAND CEMENT CONCRETE PAVEMENT	Approved submittals, kickoff meetings, finished grades, establish acceptance criteria, surface smoothness, inertial profiling
12	CONSTRUCT MSE WALLS	Approved submittals, Kickoff meeting, benchmarks inspections, delivery/storage, installation tolerances and acceptance criteria
13	PUBLIC OUTREACH	Provide outreach notices for work affecting / impacting businesses and local traffic, Detailed outreach for nightwork and full closure of Industrial Ave.



KEY ISSUES

Safety

Safety is the primary concern throughout the project and will be the subject of the preconstruction meeting as well as weekly progress meetings with the Contractor. The safety concerns on the project include but are not limited to:

- Vehicular traffic flow around the project site
- Safe passage of pedestrian and bicycle traffic through the project
- Complying with the contractor's site-specific safety/code of safe practices

The Contractor has sole responsibility for compliance with safety requirements on the project, but the CM staff will monitor compliance with the safety program and **will be proactive in verifying safe practices throughout the site** for the duration of the project. KCM will ensure that the Contractor prepares a **site-specific Health and Safety Plan** for the construction process, consistent with general industry standards and Occupational Safety and Health Administration (OSHA) requirements, which would address risks to construction personnel and public safety, such that the health and safety risks would be mitigated to an acceptable level.

Special Consideration will be given to Public Safety, Worker Safety and third parties for compliance with Cal/OSHA safety requirements. KCM employees are familiar with CAL OSHA regulations and conduct biweekly safety meetings on relevant safety topics. The project will have a safety/emergency bulletin board with the project specific code of safe practices along with posted emergency phone numbers and route to nearest hospital. Mehrdad will include safety topics as an agenda item for each weekly meeting to ensure constant safety awareness on the project. Mehrdad will run weekly meetings and require attendance of construction crew and Subcontractors. Record minutes and distribute copies within two calendar days after meeting to participants, and those affected by decisions made. KCM inspectors will also attend the contractor's tailgate safety meetings with the construction crews for specific construction operations.

Public Outreach

The public has been engaged and will continue to be engaged as the Roseville Parkway Extension Project moves forward into construction. Local businesses, the traveling public, the pedestrian and bicycle community will all have concerns and questions about impacts during construction. The City of Roseville has made commitments to its constituents to ensure that construction activities and closures of facilities will minimally affect the daily lives of the traveling public and local businesses. The following is a highlight of our effort during construction:

- Timely notification of closures to City of Roseville's Public Information Officer, local police and fire department, ambulance services, and Public Works Street Division of proposed construction operations five (5) days before work is to begin.
- Ensuring the Contractor submits a **traffic control plan and public notification letter** at least 20 working days before the start of production and construction of the two lanes of Roseville

Parkway and the private driveway to L&B Construction by requiring the contractor to outline:

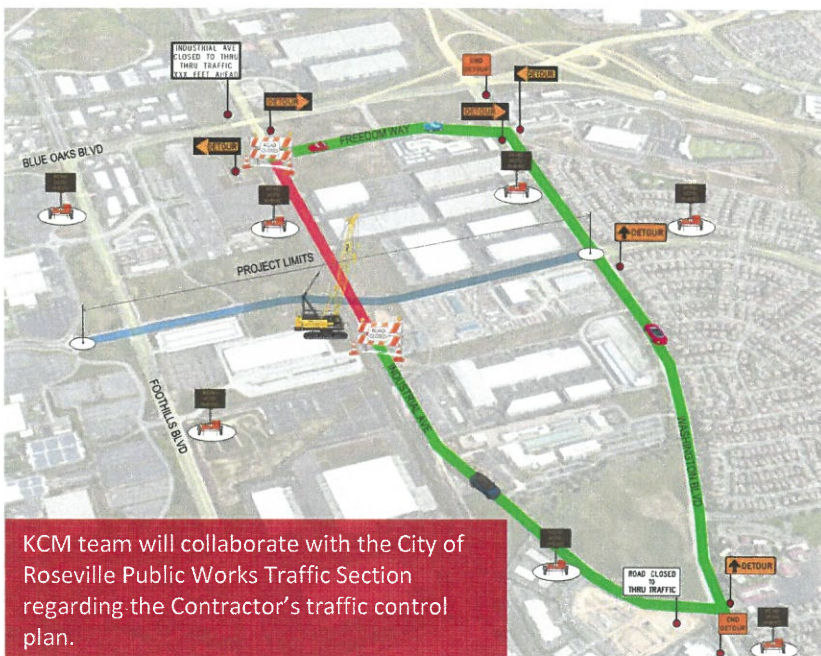
- Describing the work to be performed, location, dates, and times.
- Deliver the letter to businesses affected by pavement work not less than 14 days before starting pavement activities.
- Post the letter at the job site.
- Proactively engaging and listening to the public's concerns
- Providing clear communication outlets to allow for responsiveness and resolution of issues.
- Ensure the Contractor maintains a neat appearance to the work especially in any areas visible to the public.

Specifically, Knight CM Group will work with City Staff to provide a coordinated effort, so information is timely distributed to the public. We will achieve this through the following:

- Mobilize the PCMS boards at least ten working days prior to the start of work
- Work with the City to disseminate project information and updates
- Provide a project hotline or a direct line to the RE field office when applicable
- Provide signs that remind the public that “businesses are open” during construction
- Ensure that the contractor has notified and coordinated their schedule with businesses
- Distribute door hangers in advance to let the community know that construction will be starting
- Ensure that no driveways to businesses are obstructed by the construction activity
- Have signs/barricades in place before commencing work (72 hours minimum)
- Coordinate with the Contractor and Amazon’s representatives to get permission to access the Amazon site (7601 Foothills Blvd) to remove 79,000 CY of stockpile material.

Traffic Handling

Traffic Control and maintaining safe access for local businesses and local communities within the project limits is essential during construction. KCM will review the contractor's traffic control plans to ensure that each plan identifies general methods by which construction could take place without substantial delay and impact to traffic and local businesses. Specifically, our team will review plans for appropriate sequencing, maintenance of traffic flow, maintenance of emergency vehicle access



through the construction area, protection or separation of work zones, and accommodation for pedestrian and driveway access to local businesses, medical facilities, and residences. KCM will proactively work with the contractor to assure **development of contingency plans** for all full detours, road closures, and lane closures in the event that any unforeseen circumstances arise during the work. The City will be immediately notified and regularly updated for any contingency plan that is implemented. Upon implementation, the system will be assessed for safety, bottlenecks, and overall effectiveness, on a daily and as-needed basis. Measures described below will ensure cohesion during construction of the project:

- Advance notification to the public, businesses, of closures or detours
 - Ensure contractor notifies local residents and businesses 72 hours prior to cutting off their access for periods in excess of 2 hours. Notice must be given in writing two days prior to cutting off access and verbally the evening prior to cutting off access.
- Ensuring that the temporary lane closures are allowed only during approved working hours.
- Ensuring that all businesses have at least one open driveway during construction.
- Ensure access for Harris & Bruno from Washington Blvd during weekdays
- Providing pedestrian and bicycle access, where facilities are currently present, on at least one side of the roadway through the project area during construction.
- Timely notification of closures (5 days before works begin) to City of Roseville's Public Information Officer, local police and fire department, ambulance services, and Public Works Street Division.
- Notification to garbage and mail services
- Advance planning meeting for Signal modifications at Foothills Boulevard/Roseville Parkway and Washington Boulevard/Roseville Parkway
- Ensure the submittal of a plan for approval showing the location of PCMS and barricades to close Industrial Ave.
- Ensuring the use of flaggers, barricades and construction signing shall comply with the current edition of the MUTCD and/or State of California Manual of Traffic Controls for "Construction and Maintenance Work Zones"
- Advance planning meeting for traffic handling for construction of the new bridge over Industrial Avenue and Union Pacific railroad tracks for the following activities:
 - Falsework erection and removal in Span 2 or 3.
 - Girder erection in Span 2 or 3.
 - Stay-in-place forms in Span 2 or 3
 - Intermediate diaphragm construction,
 - Overhang construction, overhang finish work

Underground Utility | Third Party Coordination

New improvements to curb, gutter, sidewalk, drainage systems, and traffic signals require excavation and underground work and coordination with Contractor's activities. It is understood that the locations of existing utilities as shown on the plans are approximate and represent the best information obtainable from utility maps and information furnished by the various agencies and companies involved and their actual location is unknown. Additionally, the horizontal and vertical

locations shown for the existing underground utilities are approximate. Mehrdad will make sure that the Contractor will make the necessary arrangements with the utility companies, **Roseville Electric, Verizon (MCI), Consolidated Communications Inc., and Wave Broadband** and submit a schedule. Furthermore, the contractor will be required to:

- Notify Underground Service Alert (USA) all utility companies which have underground facilities within the limits of work 72 hours before beginning any excavation work.
- Perform all operations necessary to excavate, expose, and verify the location of existing utility mains and laterals that may cross or be in conflict with the proposed facilities and at tie-in locations.
- Submit a report for potholing activities showing all necessary details, including sketches showing the location, date, depth, and conditions encountered.
- Hand dig as necessary to protect existing utilities.
- Specific meetings will be arranged inviting the utility owners to determine notifications, specific requirements, logistics, schedule, and acceptance.
- The Utility relocation work will be on critical path since it is anticipated that it will take approximately 6-8 weeks for Roseville Electric to relocate the existing overhead 60kv and 12 kv on the west side of Industrial Blvd. This will require significant coordination.

UPRR Coordination

UPRR Coordination is a critical aspect to the successful completion of the Roseville Parkway Extension Project. Given the fact that the significant of the bridge work will be within twenty-five feet of the track, the contractor will be required to obtain a Right of Entry (ROE) permit, sign a release of liability and indemnity form, and provide proof of railroad insurance before the contractor is allowed to enter the railroad property. Any construction within



twenty-five feet of the centerline of the tracks requires a UPRR flagger. All Temporary works must be approved by UPRR. Our team has worked successfully with Class1 Railroad (UPRR) with similar scope on the 11th Street Bridge Replacement, West El Camino Bridge Project and Miner Avenue Undercrossing and is fully aware of strict adherence to UPRR safety, flagging, and setback requirements. **Mehrdad, Joe, and Ryan are all Union Pacific Railroad Contractor Safety Orientation trained** and will assure the contractors' compliance with UPRR requirements when working adjacent to or within UPRR right of way. The team will provide railroad coordination and management, including documentation, inspection, flagging, scheduling and ensuring that the operations are conducted in such a manner so as to minimize impacts to the railroad's tracks. Mehrdad will set up a coordination meeting with UPRR representatives (Trevor Tyler (Benesch)) to assure schedule commitment as well as plan review and approval process. Detailed plans (Erection Plan, Temporary Works drawings) affecting railroad property will be reviewed for adequacy of protection provided for railroad facilities before forwarding to UPRR. Our CM staff has the ability to

internally check the Temporary works submittals by the Contractor and streamline the review/approval process prior to submission to UPRR for their review and/or approval. Approval by the Engineer of the detailed plans will be contingent upon the plans being satisfactory to UPRR.

Temporary Works

Temporary works is a key component in the construction of Roseville Parkway Extension Project. Temporary works shall be designed and constructed in compliance with the contract specifications, the CT Falsework and Shoring Manuals and shall be signed and stamped by a California registered engineer. The review times for the Temporary Structures (falsework, precast girder erection, etc) which is tied to critical path is 65 days or about a 1/3 of the contract days. Joe has already anticipated the design of the falsework and girder erection plans, so we could facilitate an expeditious review of the temporary works with UPRR team and Trevor Tyler (Benesch) and shortening the review time. **Joe is a former employee of CALTRANS Office of Structure Construction** and will perform all the review and approval of the falsework with strict adherence to the CT Falsework Manual. At completion of the review, he will sign and seal a "Temporary Structure Plan Analysis Report" per BCM 3-6.0 of the Caltrans Bridge Construction Records Procedures Manual. Safety and structure stability is the primary objective when reviewing and working with Temporary works along with adjustments for final grading. A pre-plan meeting will be conducted between KCM, the Contractor, and UPRRR representatives at the early phase of the project to convey our concerns as well as understand the Contactor's constraints. Joe's 33 years of experience working for CALTRANS Structure Construction will be essential in identifying and mitigating potential issues.

24" CAST-IN-DRILLED-HOLE (CIDH)

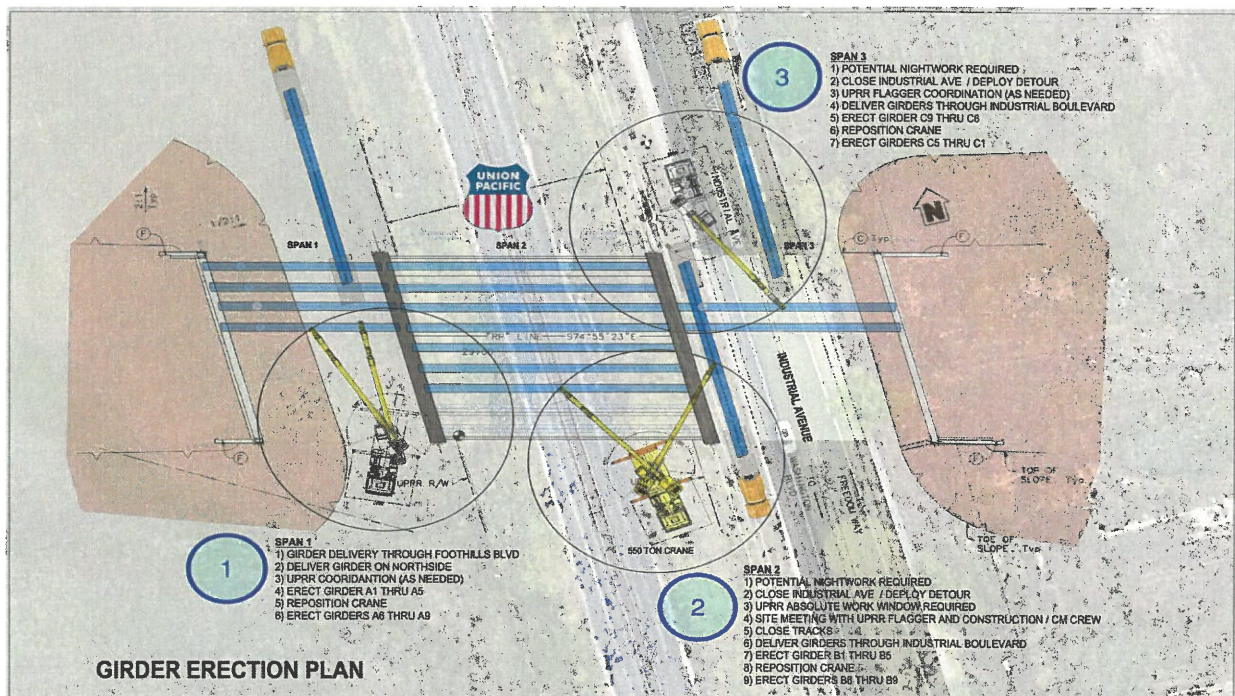
The new Roseville Parkway Extension Project bridge over Industrial Avenue includes a combined total of 44-24-inch diameter CIDH piles. Construction of the 44 piles will likely require the slurry displacement method since the foundations may encounter groundwater or caving. CIDH pile anomalies are one of the most schedule sensitive items when discovered during the gamma-gamma pile acceptance testing as any solutions will require input from the Structural Designer, as well as the Geotechnical Designer. With KCM's extensive bridge replacement experience within a restricted work window, our staff is extremely familiar with gamma-gamma logging as part of the acceptance criteria. Mehrdad and his team are also familiar with the Caltrans Bridge Construction Memo 130.20.0, in processing, inspecting and acceptance of pile mitigations plans. Significant up-front work is needed to address the success of the operation including, but not limited to, pile placement plan, concrete mix design(s), pile reinforcement/splice/inspection tube layout, and pile mitigation plans. Joe will have a preconstruction kickoff meeting with the Contractor to make sure all the special conditions are discussed and addressed prior to the start of work.

Location	Type	Capacity	Std Plan	Dia (in)	BOF	Specified Tip	Embed	No of Piles	Tubes/Pile	Pile L (ft)	Total Pile Length
Abutment 1	CIDH	200 kip	B2-3	24	154.50	106	0.25	21	2	48.75	1024
Abutment 4	CIDH	200 kip	B2-3	24	148.00	109	0.25	33	2	41.37	1365

Joe has more recent experience in CIDH construction under the "wet method" than any other consultants

PRECAST GIRDERS

Due to limited access, the logistics of delivery, staging, erecting, and landing the Precast Girders (max weight 119,000-pounds) are critical over Industrial Avenue and UPRR railroad tracks. We anticipate that erecting these girders will require, at a minimum, a double pick using a 200 TON crane. However, due to limited access and crane pick radius and capacity, a single 300 TON crane may be selected by the Contractor. Mehrdad and Joe have already developed an initial girder erection plan such that when the Contractor is on board, the key issues and concerns are to be identified early. The contractor will need to develop a critical lift plan that details counterweight, rigging and boom configurations, lift radius, and crane positioning. The crane pick plan must also consider the transport route from the precast facility, truck positioning, and direction for loading and departure. Joe was a former Structure Material Representative for Caltrans performing source inspection duties at precast facilities like CONFAB and KIECON and is familiar with details of proper girder erection. KCM will review the girder erection plan, conduct a kickoff meeting prior to the work, review the traffic control and handling plans specific to the erection operation, and verify that contingency plans have been developed.



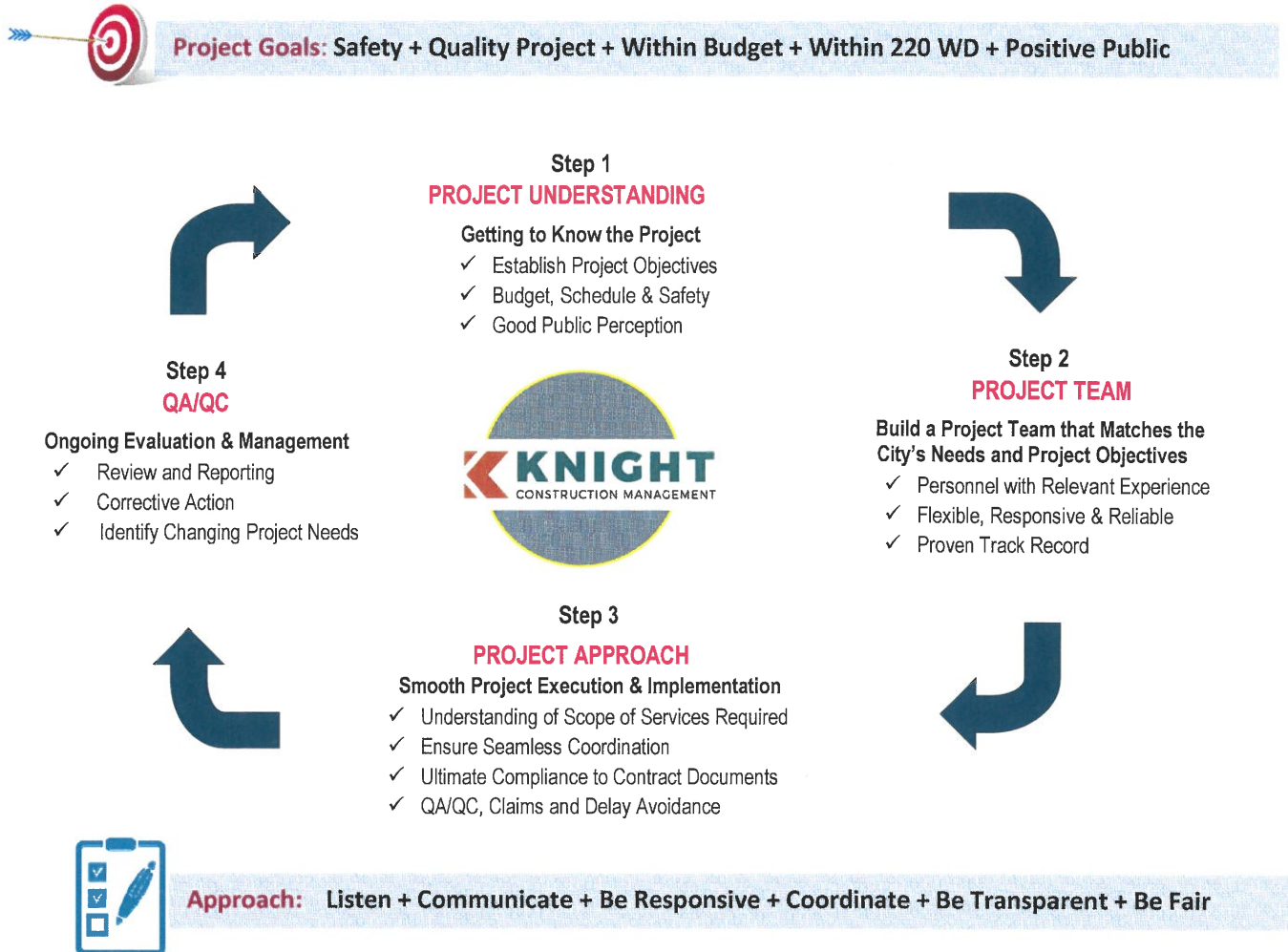
Supplemental Tasks Deemed Necessary

Gamma Gamma Logging (GGL Testing):

The slurry displacement method (“wet hole method”) is anticipated for the installation of the CIDH piles due to ground water presence and since the existing soil may be prone to collapse during piling operations. GGL testing of CIDH piles per California Test Method CT-233 will be necessary. Acceptance Criteria for CIDH Piles is the responsibility of the Engineer. We recommend ABE Engineering to provide GGL Testing for the CIDH Piles

E. PROJECT PLAN

METHODOLOGY & APPROACH



WE HAVE ALREADY BEGUN THE WORK

The Roseville Parkway Extension Project is currently out to bid with the bid opening date of July 25th 2023. Given the amount of work needed to deliver this 220 working day project (including plant establishment which is aggressive) our team has already started familiarizing ourselves with the jobsite, scheduling the job, outlining the required early submittals, and preparing a precast girder erection plan, and a falsework plan that will be needed so as to shorten the submittal review and approval process. This upfront work is extremely important for the successful delivery of Roseville Parkway Extension Project.



Job startup in September 2023 will consist of two critical components; **expeditious submittal review to facilitate timely material procurement, and coordination with project stakeholders regarding construction activities, traffic handling, vehicular access and detours (railroad, local utilities, local businesses).** The completion of all available utility relocation by contractor and by others should be pursued early in the schedule to accommodate on/off site excavation and the placement of fills, especially those in the vicinity of the bridge approach embankments that pose delay impacts to the settlement period.

The Utility relocation work will be on critical path since it is anticipated that it will take approximately 6-8 weeks for Roseville Electric to relocate the existing overhead 60kv and 12kv on the west side of Industrial Blvd after the contractor has constructed the necessary conduit and foundations. Additionally, the new conduits and foundations constructed by the contractor must be in place prior to Spring 2024 prior to Roseville Electric being able to relocate the existing underground 12kv on the east side of Industrial Avenue.

We envision that the clearing, grubbing and striping operations will likely run concurrent with excavation and processing of both on and off-site stockpiles to allow for delivery and placement of import borrow. Upon commencement of the settlement period, Bents 2 & 3 will be constructed. Following the settlement period, construction of the structure will continue through the Winter 2023 resulting in near completion by late Summer of 2024.

Roadway improvements impacted by weather along the Roseville Parkway alignment will commence Spring 2024 beginning with the construction of the MSE retaining walls, and the installation of underground utilities (drainage, signal interconnect, lighting, water, etc....). Following the installation of underground utilities, the roadway subgrade and base will be prepared, and all minor concrete components will be constructed. Traffic signal improvements along with all other improvements adjacent to Foothills Blvd and Washington Blvd will be constructed while finishes are made to the Roseville Parkway alignment, including landscaping, fencing, signs, etc.... Improvements in the vicinity of Foothills Blvd and Washington Blvd will likely occur during off peak hours at night to minimize impacts to local businesses and the travelling public. Upon completion of all work adjacent to the roadway, PCC/RCC will be placed and finished, and final striping will be applied.

1. START UP

- a. DRIVE SUBMITTAL REVIEW TO ENSURE TIMELY MATERIAL PROCUREMENT
- b. COORDINATE WITH:
 - i. UPRR – ROW/FLAGGING/SCHEDULE
 - ii. ROSEVILLE ELECTRIC
 - iii. LOCAL BUSINESSES
 - iv. UTILITIES (AKA – “BY OTHERS”) – FOR RELOCATION
- c. ESTABLISH VEHICLE ACCESS PLANS TO LOCAL BUSINESSES/DETOURS (TRAFFIC HANDLING)

-
2. MOBILIZE
 - a. CLEAR AND GRUB / STRIP SITE
 - b. PREPARE FILLS/ROUGH GRADE
 3. EXCAVATION
 - a. EXCAVATE AND PROCESS ON SITE AND OFFSITE STOCKPILES. HAUL TO SITE.
 - b. BEGIN PLACEMENT/COMPACTION OF BRIDGE APPROACH EMBANKMENTS
 - i. COMMENCE SETTLEMENT PERIOD UPON COMPLETION OF ROUGH GRADE
 4. SETTLEMENT PERIOD (FALL)
 - a. CONSTRUCT BENTS 2 & 3
 - b. RELOCATE WET UTILITIES (AVAILABLE FOR RELOCATION**)
 5. POST-SETTLEMENT PERIOD (WINTER)
 - a. CONSTRUCT ABUTMENTS 1 & 4
 - b. SET PCPS GIRDERS /INTERMEDIATE DIAPHRAGMS
 - c. ABUTMENT DIAPHRAGMS
 - d. DECK FORMING/OVERHANG CONSTRUCTION
 - e. BENT DIAPHRAGMS
 - f. CLASS I FINISH/ OVERHANG FINISH
 6. BEGIN ON SITE IMPROVEMENTS (SPRING)
 - a. CIVIL –
 - i. CONSTRUCT MSE RETAINING WALL
 - ii. ROUGH/FINE GRADE ROADWAY PROFILE
 - iii. PERFORM DRAINAGE SYSTEM WORK AND RELOCATE REMAINING H2O FACILITIES
 - iv. SIGNAL INTERCONNECT CONDUIT
 - v. LIGHTING CONDUIT
 - vi. (ALL WET/DRY UTILITIES)
 - vii. FINISH ROADWAY SUBGRADE/PLACE & COMPACT AGG BASE
 - viii. MINOR CONCRETE (SIDEWALK/CURB/GUTTER/DRIVEWAY/BARRIER/ETC..)
 - ix. RCC/PCC (CONTRACTORS PREFERENCE)
 7. BEGIN OFFSITE IMPROVEMENTS (SPRING)
 - a. FOOTHILLS BLVD/ROUND ABOUT IMPROVEMENTS
 - b. WASHINGTON BLVD OFFSITE/PATH IMPROVEMENTS
 8. FINISH WORK
 - a. SIGNALS
 - b. PERFORM TRAFFIC SIGNAL WORK (FOOTHILLS/WASHINGTON)
 - c. LANDSCAPE/IRRIGATION
 - d. FENCE
 - e. SIGNS
 - f. MISC METALS
 - g. STRIPING
 - h. ETC...
-

Coordination Coordination Coordination Coordination Coordination					
City of Roseville + Residential/Business Community + Permitting Agencies + Utility Companies + UPRR + Roseville Electric + Parks Construction Inspector + Other Stakeholders		Pre-Construction Phase Phase 1		Construction Phase Phase 2	
Onboarding Phase 0		Final Contract Document Review		Implementation of CMP & QAP	
Getting to know the Project Objectives: - Thorough Understanding of the Project - Establish Project needs and Objectives Statement - Identify Key Issues & Develop Resolution Plan - Consistency Between Plans/Specs - Achieved Feasibility/Practicality Significant Key Project Elements: - Coordination with Local Communities - Public Outreach - Traffic Control - R/W, Temporary Const. Easement - Special Provisions Review - Architectural Features - Trenching, Shoring and Falsework - Utility Coordination Follow-Up - SWPPP (review, approval and implementation) - Permits - Submittal Timeline - UPRR Agreement - Labor Compliance - EEO - Bid Support/Tabulation - Staging/Access - Long Lead Items		Objectives: - Minimize/Eliminate CCO - Minimize/Eliminate Claims - Eliminate Different Site Condition Claims Significant Elements: - Initiate Kick-Off Meeting - R & A of SWPPP Plan - R & A of traffic control plan (City of Roseville Lead) - R & A Baseline Schedule (10 days after contract approval) - R & A Site-Specific Health and Safety Plan - R & A Temp Structures (falsework, precast girder erection) - Complete Construction Management Plan - Baseline Cost Development (Cost Control Procedures) - Develop Quality Assurance Program (QAP) - Final Constructability Analysis - Evaluation of Contractor's Bid (Support) - Identify Submittals & Permits Requirements - Independent Verification of 79,000 cy at Amazon Site Critical Coordination - Establish Communication Protocol (Owner's Meeting) - Establish Coordination meeting with Roseville Electric - Establish Coordination meeting with UPRR - Verizon (MCI), Consolidated Com. Inc., Wave Broadband - Ensure Long Lead Items are ordered - Ensure Contractor has contacted Underground Service Alert - Notify the City of Roseville's Park Inspector before Irrigation - Notify the following five (5) days before work is to begin. - City of Roseville's Public Information Officer - Local police and Fire Department, Ambulance services - Public Works Street Division - Pre-Construction Condition Documentation - Photos - Videotape - Partnering Materials Management - Prepare QA Plan & Mobilize Source Inspection - Establish procedures for Material Management		Objectives: - Successful Completion of the Project - Project Completed on Schedule & Budget - Achieve Positive Public Perception Construction Contract Management - Mobilize Project Team - Approve the staking procedures, to be used - Develop a List of Certificates/Licenses - Pre-Construction Meeting - Conduct Mandatory Environ. Awareness Training - Establish Communication Protocol - Weekly Meetings & Coordination - Environmental Services - SWPPP /Biological - Maintain Effective Public Outreach Program - Utility/UPRR Coordination Construction Contract Progress Management - Review & Approve Contractor's Schedule - Monitor Construction Schedule - Project Issue Management - Progress Payments & Progress Reports - Project Budget Management - Changes, Claims & Disputes Construction Engineering and Inspection: - Construction Safety Oversight - Quality Assurance Inspection - Civil / Bridge/ Electrical/Signal/Landscape - CIDH / Pile Acceptance - Source Inspection (Precast Gliders) - Falsework/Overhang - MSE Walls - Permits - Responses to RFIs, RFCs, & Shop Drawings - Inspection Reports & Records - Review Traffic Plans (Closures) - Labor Compliance & DBE Monitoring "As-Built" Drawings Update - Survey/Material Testing	
Phase 0: Initiated for the Project		Safety Oversight: - Develop Job Specific Safety Plan - Implement Safety Plan/Tailgate Session		Claims Review & Assessment - Identification of Additional Analysis - Assessment of Potential Magnitude of City's Liability & Exposure Detail Claims Analysis - Schedule/Delay Analysis - Cost/Damage Analysis Mediation, Arbitration & Litigation Support	
Final Document Close out Objective: Provide project records that meet the requirements of the City with sufficient information to defend the City against potential construction claims.		Final Document Close out Objective: Provide project records that meet the requirements of the City with sufficient information to defend the City against potential construction claims.		Final Document Close out Objective: Provide project records that meet the requirements of the City with sufficient information to defend the City against potential construction claims.	
Onboarding Phase 0		Pre-Construction Phase Phase 1		Construction Phase Phase 2	
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TASK /SERVICE	STAFF ASSIGNED	DELIVERABLES
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PHASE 1

PRE-CONSTRUCTION SERVICES

Meet with City of Roseville	Mehrdad	Meet with City to Establish Level of Expectation for team/ Listen and understand the City's desires
Construction Management Plan (CMP)	Mehrdad	Prepare and Submit Construction Management Plan
Quality Assurance Plans (QAP)	Mehrdad	Prepare project specific Quality Assurance Plan (QAP)
Pre-Condition Survey Documentation	Ryan	Precon Photos and Videos
UPRR coordination	Mehrdad & Ryan	Coordination meeting with UPRR representative, Trevor Tyler (Benesch)
Preconstruction Conference	Mehrdad & Kevin	Agenda, meeting minutes
Document Control	Kevin	Paper Files, Digital Files, Correspondence Logs
Assist with Public Relations Protocols	Mehrdad and Ryan	Assist City, Attend community meetings, Deliver notices to locals.
Utility Coordination and Pre-Planning	Mehrdad, Ryan	Identify status of 3rd party work, create potential pothole map locations, identify contacts, review design files
Preconstruction Environmental Assistance	Mehrdad, Becky	Coordination with Environmental Awareness Training and Precon Surveys

PHASE 2

CONSTRUCTION SERVICES

Document Control	Mehrdad & Kevin	All documentation will be maintained at the project job site office and will be submitted after the post construction phase.
Cost Control Program	Mehrdad	Develop Master progress Pay Sheet and Application. Develop CCO and contingency budget
Cost Accounting Records	Mehrdad	Prepare all Q sheets for bid items, prepare engineer estimate breakdown of bid items. Initiate draft LS breakdown of LS bid items.
Submittals and RFIs	Mehrdad, Joe	Review all submittals and RFIs. Coordinate with Design for submittal RFI review impacting design.
Weekly Coordination Meeting	Mehrdad & Kevin	Agenda, Meeting Minutes
Construction Staking / Surveying	Mehrdad / Ryan	RE to review Construction Survey Notes and or Contractor C/F Notes
Issue Management | Schedule and Cost Control | CCOs | NOPCs/Dispute Resolution	Mehrdad, Ryan	Design Clarifications, Contract Change Orders, Weekly Reports, Schedule and Budget Reports, Cost Estimate Reviews, Dispute Avoidance Procedures, Recommendations
Quality Control / Inspection	Ryan/Dillon	Photography and Video Tapes, Project Files, Daily Inspection Reports
3rd Party Agency Notices	Mehrdad and Ryan	Provide notice to all Agencies/3rd Parties. Coordinate submittal concurrence
Environmental Compliance / SWPPP	Becky & Ryan	Daily Inspection Reports and Correspondence
Utility Coordination/ UPRR Coordination	Mehrdad, Ryan	Coord. with 3rd Party Utility owners and Contractor, UPRR, and Identify key locations for potential conflicts, create solution matrix protocols, manage potential CCO's
Labor Compliance/UPRR flagging Costs	Mehrdad & Kevin	Certified Payroll Verification/ Verify UPRR flagging and other costs and resolve issues with Contractor
Material Testing Results	Mehrdad, Ryan	Maintain and coordinate testing results and frequencies
Public Relations	Mehrdad, Ryan	Verbal / Written notices delivered to Local Businesses, Attend Community meetings.
Review Weekly Schedule	Mehrdad	Review 3 week look ahead schedule for key issues and delays
Review Monthly Schedule	Mehrdad	Review monthly progress update, time impacts
Progress Payments	Mehrdad & Ryan	Progress Payment, Daily Inspection Reports, Quantity Sheets, Correspondences.
Monthly Status Reports	Mehrdad	Monthly Reports
Site Safety	Mehrdad & Ryan	Accident Reports, Monthly Reports

PHASE 3

POST CONSTRUCTION SERVICES

Material Acceptance	Mehrdad & Kevin	Deliver bound project documentation, Indexed Material COCs and Field Release
"As-Built" Drawings	Mehrdad & Ryan	Submit all red line and data for Record Drawings
Project Photo Documentation	Ryan	Project Progress Photographs/Video Taken
Final Walk-through / Punch list	Mehrdad & Ryan	Written Punch list, Acceptance and Relief of Maintenance
Shop Drawings	Mehrdad	Final Set of Approved Shop Drawings
LAPM Chapter 17 Closeout	Mehrdad	Fill out all Exhibits for Final Invoicing to Caltrans.
Project Completion Report	Mehrdad & Kevin	Complete all Project Completion reports
Environmental Permit Closeout	Mehrdad, Becky	Provide notice of project completion, documentations, as-builts, and photos
3rd Party Agency Notices	Mehrdad	Provide notice of project completion.

* Notes

Part Time Staff denoted in italic

EXHIBIT “B”

TAB F
COST PROPOSAL



City of Roseville
311 Vernon Street
Roseville, CA 95678

August 11, 2023

Attention: City Clerk Department

Subject: Cost Proposal for CM Services for the Roseville Parkway Extension Project

Dear Mr. Khatkar:

Based on previous correspondence and our contract negotiation meeting on Thursday, August 10th, attached is our proposed cost to provide Construction Management Services for the above referenced project. Our revised proposed cost is \$2,309,693. This fee is based on our approach to provide construction management services from approximately September 2023 – August 2024.

The following attachments include:

1. Knight CM Team Total Proposed Cost
2. WSP Cost Proposal (Office Engineer/Scheduler)
3. Area West Cost Proposal (Biological/SWPPP Monitoring)
4. RMA Group Cost Proposal (Materials Testing)
5. ACS Cost Proposal (GGL Testing)

Please note that our firm's overhead rate (ICR) is FAR compliant, and has been audited by an independent Certified Public Accounting firm.

We look forward to serving the City and pledge to you the commitment of our team. If you have any questions regarding this proposal, please do not hesitate to contact Mehrdad Varzandeh at (916) 952-1641 or mehrdad@knightcmgroup.com.



Knight CM Group

Mehrdad Varzandeh, PE
Principal | Project Manager

ROSEVILLE PARKWAY EXTENSION PROJECT

KEY PERSONNEL EFFORT BY HOURS PER MONTH

Classification	Year	Task 2: Construction												Task 3: Post-Construction			Assumed 11 Months Const Dur	2023 HOURS | BILLING RATE | LABOR \$		2024 HOURS | BILLING RATE | LABOR \$		TOTAL HOURS	TOTAL DOLLARS	
		2023						2024						2023		2024								
		SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	Hours	Billing Rate	Hours		Billing Rate	Labor \$	Labor \$				
		Month													TOT 12 months									
1	Project Manager (KCM)	80	168	168	168	168	168	168	168	168	168	168	80	1840		\$ 294.18	\$ -	\$ 303.00	\$ -		\$			
2	Resident Engineer (KCM)												80		584	\$ 294.18	\$ 171,801.12			1,256	\$ 303.01	\$ 380,574.78	\$	\$ 552,375.90
3	Structure Representative (KCM)		80	80	80	80	80	80	80	80	80	80	80	880	240	\$ 255.40	\$ 61,295.00			640	\$ 263.06	\$ 168,359.68	\$	\$ 229,655.68
4	Structure Inspections (KCM)	80	168	168	168	168	168	168	168	168	168	168	80	1840	584	\$ 204.64	\$ 119,512.10			1,256	\$ 210.78	\$ 264,743.85	\$	\$ 384,255.95
5	Structure Inspections (KCM) Overtime		40	40	40	40	40	40	40	40	40	40	40	400	120	\$ 306.97	\$ 36,836.40			280	\$ 316.18	\$ 88,530.15	\$	\$ 129,366.55
6	Civil Inspections (KCM)	80	168	168	168	168	168	168	168	168	168	168	80	1840	584	\$ 181.90	\$ 106,229.60			1,256	\$ 187.36	\$ 235,320.39	\$	\$ 341,549.99
7	Civil Inspections (KCM) Overtime		40	40	40	40	40	40	40	40	40	40	40	400	120	\$ 272.87	\$ 32,744.40			280	\$ 281.06	\$ 78,695.71	\$	\$ 111,440.11
8	Office Engineer / Scheduling (WSP)	See WSP Rate Sheet																			\$	\$ 135,848		
9	BIO & SWPPP Monitoring (AWE)	See Area West Rate Sheet																			\$	\$ 85,155		
10	Materials Testing (RMA)	See RMA Group Rate Sheet																			\$	\$ 325,776		
11	GCL Testing (ABE)	See ABE Rate Sheet(s)																			\$	\$ 18,270		
SUB-TOTAL PERSONNEL		240	664	624	624	624	624	624	624	624	624	624	320	6800	2232	4968			7200			\$	\$ 2,309,693	

Notes

- (1) This Manhours Proposal was based on the assumption that the Contractor will work from October 2023 - August 2024
- (2) City will be billed only for hours worked.
- (3) KCM will work with the City regarding level of staffing to meet budget requirements.
- (4) Used 168 hours per month. Assumed work level of 5 days/week, 8 hours/day.
- (5) Contract time may be extended by weather or unforeseen delays that arise during construction. Cost proposal may need to be reviewed should this occur.
- (6) Actual staff utilization dependent on the approval of the City Project Manager.
- (7) Blue shades denotes subconsultant

Const Cost	\$	21,286,286
CM Cost	\$	2,309,693
% of Const		10.9%

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier SubconsultantConsultant WSP USA INC.Project No. Roseville Parkway Ext. Contract No. _____ Date 07/13/2023**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*			\$ _____	\$ _____
(Sr. Civil Engineer)			\$ _____	\$ _____
(Envir. Scientist)			\$ _____	\$ _____
(Inspector)**	Kevin Irahola	720	\$ 79.09	\$ 56,944.80

LABOR COSTSa) Subtotal Direct Labor Costs \$ 56,944.80

b) Anticipated Salary Increases (see page 2 for calculation) \$ _____

c) **TOTAL DIRECT LABOR COSTS** [(a) + (b)] \$ 56,944.80**INDIRECT COSTS**d) Fringe Benefits (Rate: 36.66 %) e) Total Fringe Benefits [(c) x (d)] \$ _____Overhead (Rate: 67.57 %) g) Overhead [(c) x (f)] \$ _____

h) General and Administrative (Rate: _____ %) i) Gen & Admin [(c) x (h)] \$ _____

j) **TOTAL INDIRECT COSTS** [(e) + (g) + (i)] \$ 59,353.56**FIXED FEE**k) **TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10 % \$ 11,629.84**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			\$ IRS Rate	\$ _____
Vehicle. O&M	720	Hour	\$ 11.00	\$ 7,920.00
Permit Fees			\$ _____	\$ _____
Plan Sheets			\$ _____	\$ _____
Test			\$ _____	\$ _____

l) **TOTAL OTHER DIRECT COSTS** \$ 7,920.00**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1:	\$ _____
Subconsultant 2:	\$ _____
Subconsultant 3:	\$ _____
Subconsultant 4:	\$ _____

m) **TOTAL SUBCONSULTANTS' COSTS** \$ _____n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)] \$ 7,920.00**TOTAL COST** [(c) + (j) + (k) + (n)] \$ 135,848.20**NOTES:**

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL SUPPLEMENT (Task/Detail Level)

Date: May 5, 2023

Construction Management Services for the Roseville Parkway Extension Project

 AREA WEST ENVIRONMENTAL, INC. EST. 2002	Name:																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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Confidential Business Information

AWE # P24-053



Revised August 10, 2023

Proposal No: 22-0351-P

Knight CM Group
224 Candlewood Court
El Dorado Hills, CA 95762

Subject: Proposal to Provide Construction Materials Testing Services
Roseville Parkway Extension Project
Roseville, CA

In response to your request, we propose to provide construction inspection and testing services for the Roseville Parkway Extension Project.

PROJECT UNDERSTANDING

Based on our review of the project documents, we understand that the project consists of a new bridge and roadway approximately 0.75 miles in length. Configuration of the roadway consists of two travel lanes in each direction; center landscaped median; class II bike lanes; curb and gutter; curb ramps; landscape irrigation; drainage system; sidewalk on the north side of the roadway and multi-use trail on the south side of the roadway.

Based on the email from Jaspreet Khatkar dated 8/9/23, we understand that the work hours increased from 8 hours per day to 10 hours per day; Earthwork quantities increased by 10,000 cubic yards adding ten extra days of testing; HMA is increased by 1,500 tons due to conditions of Foothills Blvd. The additional testing is addressed on page 2 of the Estimate Worksheet herein.

SCOPE OF WORK

EARTHWORK AND AGGREGATE BASE

RMA Group will provide qualified, ASTM and/or Caltrans-certified field and laboratory technicians to perform compaction testing of earthwork and aggregate base in accordance with Section 19 of the Special Provisions and section 71 of the City of Roseville Construction Standards. Compaction testing will be performed in accordance with ASTM D6938. Relative compaction will be based on maximum density testing performed in accordance with ASTM D1557. Compaction testing for Aggregate Base will be performed in accordance with California Test 231. Relative compaction for the Aggregate Base will be based on maximum density testing performed in accordance with California Test 216.

HOT MIX ASPHALT

RMA Group will provide qualified, Caltrans-certified field and laboratory technicians to perform sampling and testing of hot mix asphalt (HMA) in accordance with Section 39 of the Special Provisions and section 71 of the City of Roseville Construction Standards. HMA mix will be sampled from either the project site or from the production plant. HMA aggregates will be sampled from the plant.

Production Start-up evaluation testing will include the following:

- AASTHO T 27 – Aggregate Gradation
- AASHTO T 176 – Sand Equivalent
- AASHTO T 335 – Percent of Crushed Particles
- AASHTO T 96 – Los Angeles Rattler
- ASTM D4791 – Flat and Elongated Particles
- AASHTO T 304, Method A – Fine Aggregate Angularity
- AASHTO T 308, Method A – Asphalt Binder Content
- AASHTO T 329 – HMA Moisture Content
- AASHTO T 312/T 275 – Bulk Spec. Gravity Gyratory Specimens
- AASTHO T 209 – Maximum Theoretical Specific Gravity
- AASTHO T 324 – Hamburg Wheel Tracking
- AASTHO T 283 – Moisture Susceptibility

Quality Assurance testing during production will include the following:

- AASTHO T 27 – Aggregate Gradation
- AASHTO T 176 – Sand Equivalent
- AASHTO T 308 – Asphalt Binder Content
- AASHTO T 329 – HMA Moisture Content
- AASHTO T 312/T 275 – Bulk Spec. Gravity Gyratory Specimens
- AASHTO T 275 – HMA Core Density
- AASTHO T 209 – Maximum Theoretical Specific Gravity

PORTLAND CEMENT CONCRETE PAVEMENT

RMA Group will provide qualified, ACI and/or Caltrans-certified field and laboratory technicians to perform the testing required for the Portland Cement Concrete (PCC) Pavement.

Fresh concrete will be sampled in accordance with California Test 539 and tested as follows:

- California Test 504 – Air Content
- California Test 518 – Unit Weight
- California Test 557 – Temperature
- California Test 533 or 556 – Ball Penetration or Slump

Samples of fine and coarse aggregates used in structural concrete will be collected and tested as follows:

- California Test 202 – Sieve Analysis
- California Test 217 – Sand Equivalent

- California Test 227 – Cleanness Value
- California Test 226 – Moisture Content

In addition, concrete modulus of rupture beams will be fabricated during placement and transported to our laboratory for final cure and modulus of rupture testing in accordance with California Test 523. For Rapid Strength Concrete, California Test 524 will be utilized for modulus of rupture testing at 3 days.

ROLLER COMPACTED CONCRETE PAVEMENT (ALTERNATE TO PCC)

RMA Group will provide qualified, ACI-certified field and laboratory technicians to perform the testing required for the Roller Compacted Concrete (RCC) Pavement.

Fresh concrete will be sampled in accordance with ASTM and tested as follows:

- ASTM C1040 – In-place Wet Density
- ASTM C1435 – Molding Cylinders

In addition, concrete compressive strength cylinders will be fabricated during placement in accordance with ASTM C1435, transported to our laboratory for final cure in accordance with ASTM C31, and compressive testing in accordance with ASTM C39. Thickness will be determined in accordance of ASTM C42 or ASTM C174.

STRUCTURAL CONCRETE

RMA Group will provide qualified, ACI and/or Caltrans-certified field and laboratory technicians to perform the testing required for the Structural Concrete.

Fresh concrete will be sampled in accordance with California Test 539 and tested as follows:

- California Test 504 – Air Content
- California Test 518 – Unit Weight
- California Test 557 – Temperature
- California Test 533 or 556 – Ball Penetration or Slump

Samples of fine and coarse aggregates used in structural concrete will be collected and tested as follows:

- California Test 202 – Sieve Analysis
- California Test 217 – Sand Equivalent
- California Test 227 – Cleanness Value
- California Test 226 – Moisture Content
- California Test 211 – Los Angeles Rattler
- California Test 214 – Sodium Sulfates

In addition, concrete compressive strength cylinders will be fabricated during placement in accordance with California Test 540 and transported to our laboratory for final cure and compressive testing in accordance with California Test 521.

MINOR CONCRETE

RMA Group will provide qualified, ACI and/or Caltrans-certified field and laboratory technicians to perform the testing required for the Portland Cement Concrete (PCC) Pavement.

Fresh concrete will be sampled in accordance with California Test 539 and tested as follows:

- California Test 504 – Air Content
- California Test 518 – Unit Weight
- California Test 557 – Temperature
- California Test 533 or 556 – Ball Penetration or Slump

Samples of fine and coarse aggregates may be collected and tested as follows:

- California Test 202 – Sieve Analysis
- California Test 217 – Sand Equivalent
- California Test 227 – Cleanness Value
- California Test 226 – Moisture Content

In addition, concrete compressive strength cylinders will be fabricated during placement in accordance with California Test 540 and transported to our laboratory for final cure and compressive strength testing in accordance with California Test 521.

SOURCE MATERIALS TESTING AND INSPECTION

We propose to provide Quality Assurance (QA) laboratory testing and inspection of materials produced at offsite facilities in order to verify compliance of elastomeric bearing pads, mechanical splices, and pre-stressing systems with the Project Specification.

- Elastomeric Bearing Pads will be tested for conformance to Section 51 of the 2015 Caltrans Standard Specifications for compressions set (ASTM D395), ozone resistance (ASTM D1149), Durometer hardness (ASTM D2240), tensile strength and elongation (ASTM D2240), heat resistance (ASTM D573), tear strength (ASTM D624), thermal stiffening (ASTM D1043), low temperature brittleness (ASTM D746B), and peel strength (CT 663). We assume that samples will be delivered to our laboratory by others.
- Steel will be tested in accordance with California Test 670 for verification of compliance to ultimate or service splice criteria under Section 52-6 of the 2015 Caltrans Standard Specifications.
- Pre-stressing and post-tensioning wire strand will be tested in accordance with ASTM A416 in order to verify compliance with *Section 50* of the 2015 Standard Specification. We assume that two, four-foot-long samples of each type of strand will be delivered to our Rancho Cordova laboratory facility. In addition, billet specimens of the anchorage will be tested in accordance with ASTM A370.



OPTIONAL MATERIALS TESTING

Bridge Profilograph – We propose to provide Quality Assurance Profilograph testing per California Test 547.

Slip Resistance – We propose to provide Quality Assurance slip resistance testing in accordance with California Test 342 / ASTM E303.

TERMS

We propose to perform the previously described services on an hourly or test rate basis. Our estimate of charges for the proposed services, excluding optional work, is as follows:

Construction Activity	Estimated Costs
Quality Assurance Testing and Inspection	\$271,856.00
10 Hour Workday versus 8 Hour Workday	\$20,625.00
Additional 10 Days of Earthwork	\$24,465.00
Additional 1,500 Tons of HMA	\$8,830.00
TOTAL	\$325,776.00
Optional – Bridge Profilograph / Slip Resistance Testing	\$10,00.00

Our estimate may vary due to circumstances that may develop during the course of the work or due to extended construction duration. If a change in the scope of work becomes necessary due to unforeseen conditions, which will increase the charges, we will obtain your authorization before proceeding.

Invoices for our services will be rendered at the completion of the work and upon completion of the report. Invoices are due and payable upon presentation. Should the duration of the job exceed one month, monthly invoices will be presented for services performed.

Any amount not paid within 30 days of the date due will bear interest at a rate of 18% per annum. In the event legal action is instituted to enforce this agreement, the prevailing party will be entitled to reasonable attorney fees.

PROFESSIONAL INSURANCE

We maintain the following insurance coverage. Certificates of insurance will be provided upon request. However, our professional liability insurance carrier (errors and omissions) will not name any additional insured.

General liability	\$1,000,000.00 limit
Professional Liability	\$1,000,000.00 limit
Workmen's Compensation	\$1,000,000.00 limit

CLOSURE

RMA Group does not guarantee the performance of the contractor(s) by performing these services. RMA Group's performance of these services shall not relieve the contractor(s) of his obligation to perform the work in conformity with the drawings and specifications and in a workmanlike manner; shall not make RMA Group an insurer of the contractor's performance; and shall not impose on RMA Group any obligation to see that the work is performed in a safe manner.

Thank you for the opportunity to submit this proposal. We look forward to working with you on this project and can begin our work upon receipt of your notice to proceed and receipt of a signed copy of this proposal authorizing us to perform these professional services. If you have any questions regarding this proposal please contact the undersigned Project Manager.

Authorized By:

Submitted By:

RMA Group

(Signature)



Matthew Lowrance
Project Manager

(Print or Type Name)

(Title)

(Date)

ROSEVILLE PARKWAY EXTENSION PROJECT
Estimate Worksheet Page One

Item	Quantity	Unit	Unit Cost	Total
Principal Engineer	20	Hrs	\$185.00	\$3,700.00
Project Manager	136	Hrs	\$145.00	\$19,720.00
Project Engineer	68	Hrs	\$135.00	\$9,180.00
Supervisor	68	Hrs	\$115.00	\$7,820.00
Administrative	170	Hrs	\$80.00	\$13,600.00
Public Works Technician	1020	Hrs	\$110.00	\$112,200.00
Pickup & Delivery of Samples	35	Ea	\$120.00	\$4,200.00
CT 202 - Sieve Analysis-Combined Sample	18	Ea	\$205.00	\$3,690.00
CT 217 - Sand Equivalent	56	Ea	\$150.00	\$8,400.00
CT 301 - Resistance R-Value Stabilometer	15	Ea	\$330.00	\$4,950.00
CT 216 - Ca. Impact Max Density	24	Ea	\$195.00	\$4,680.00
CT 204 - Plasticity Index	15	Ea	\$250.00	\$3,750.00
CT 422 - Chlorides	5	Ea	\$120.00	\$600.00
CT 417 - Sulfates	5	Ea	\$115.00	\$575.00
CT 643 - Ph	5	Ea	\$115.00	\$575.00
ASTM D1557 - Max Density	12	Ea	\$285.00	\$3,420.00
CT 202/T 27 - Sieve Analysis Fine Aggregate	43	Ea	\$195.00	\$8,385.00
CT 202/T 27 - Sieve Analysis Coarse Aggregate	71	Ea	\$175.00	\$12,425.00
AASHTO T 209 - Maximum Theoretical Specific Gravity	3	Ea	\$230.00	\$690.00
AASHTO T 312/T 275 - Bulk Spec. Gravity Gyration	0	Ea	\$350.00	\$0.00
AASHTO T 329 - HMA Moisture Content	3	Ea	\$65.00	\$195.00
AASHTO T 308 - Asphalt Content by Ignition Oven	3	Ea	\$205.00	\$615.00
AASHTO T 308 - Ignition Oven Correction Factor	1	Ea	\$370.00	\$370.00
AASHTO T 275 - Core Specific Gravity	7	Ea	\$60.00	\$420.00
AASHTO T324 - Hamburg Wheel Track	1	Ea	\$650.00	\$650.00
AASHTO T283 - Tensile Strength	1	Ea	\$800.00	\$800.00
CT 521 - Concrete Compressive Strength	135	Ea	\$42.00	\$5,670.00
CT 226 - Moisture	115	Ea	\$30.00	\$3,450.00
CT 227 - Cleanliness Value	70	Ea	\$245.00	\$17,150.00
CT 523 - Modulus of Rupture	20	Ea	\$110.00	\$2,200.00
CT 229 - Durability	10	Ea	\$270.00	\$2,700.00
Elastomeric Bearing Pad Section 51-3.02B(3)	1	Ea	\$3,750.00	\$3,750.00
Prestressing Strand ASTM A416/A1061	4	Ea	\$330.00	\$1,320.00
Anchor bolt Assembly ASTM F1554	2	Ea	\$248.00	\$496.00
Bearing Plate Castings ASTM A536/A370	2	Ea	\$265.00	\$530.00
CT 52-1-08C Slip Test	8	Ea	\$185.00	\$1,480.00
CT 670 - Steel Testing	20	Ea	\$375.00	\$7,500.00
			Total	\$271,856.00

ROSEVILLE PARKWAY EXTENSION PROJECT

Estimate Worksheet Page Two

10 Hour Work Days Per Item Three

Item	Quantity	Unit	Unit Cost	Total
Public Works Technician - Overtime	125	Hrs	\$165.00	\$20,625.00
Sub Total				\$20,625.00

Additional 10 Days of Earthwork Per Item Four

Item	Quantity	Unit	Unit Cost	Total
Project Manager	3	Hrs	\$145.00	\$435.00
Administrative	16	Hrs	\$80.00	\$1,280.00
Public Works Technician	80	Hrs	\$110.00	\$8,800.00
Public Works Technician - Overtime	20	Hrs	\$165.00	\$3,300.00
CT 202 - Sieve Analysis-Combined Sample	6	Ea	\$205.00	\$1,230.00
CT 217 - Sand Equivalent	6	Ea	\$150.00	\$900.00
CT 301 - Resistance R-Value Stabilometer	6	Ea	\$330.00	\$1,980.00
CT 204 - Plasticity Index	6	Ea	\$250.00	\$1,500.00
CT 422 - Chlorides	3	Ea	\$120.00	\$360.00
CT 417 - Sulfates	3	Ea	\$115.00	\$345.00
CT 643 - Ph	3	Ea	\$115.00	\$345.00
ASTM D1557 - Max Density	14	Ea	\$285.00	\$3,990.00
Sub Total				\$24,465.00

Additional 1500 Tons of HMA Assuming 3 Days of Work Per Item Five

Item	Quantity	Unit	Unit Cost	Total
Project Manager	2	Hrs	\$145.00	\$290.00
Administrative	4	Hrs	\$80.00	\$320.00
Public Works Technician	24	Hrs	\$110.00	\$2,640.00
Pickup & Delivery of Samples	3	Ea	\$120.00	\$360.00
CT 202/T 27 - Sieve Analysis Fine Aggregate	3	Ea	\$195.00	\$585.00
CT 202/T 27 - Sieve Analysis Coarse Aggregate	9	Ea	\$175.00	\$1,575.00
CT 211 - LA Rattler	1	Ea	\$275.00	\$275.00
CT214 - Sodium Sulfate	1	Ea	\$225.00	\$225.00
AASHTO T 209 - Maximum Theoretical Specific Gravity	3	Ea	\$230.00	\$690.00
AASHTO T 312/T 275 - Bulk Spec. Gravity Gyratory	2	Ea	\$350.00	\$700.00
AASHTO T 329 - HMA Moisture Content	3	Ea	\$65.00	\$195.00
AASHTO T 308 - Asphalt Content by Ignition Oven	3	Ea	\$205.00	\$615.00
AASHTO T 275 - Core Specific Gravity	6	Ea	\$60.00	\$360.00
Sub Total				\$8,830.00

Optional Testing

Item	Quantity	Unit	Unit Cost	Total
CT 547 - Bridge Deck Profilograph	1	Shift	\$4,500.00	\$4,500.00
ASTM E303 - Slip Resistance	1	Shift	\$5,500.00	\$5,500.00
Sub Total				\$10,000.00

Abe Construction Services, Inc.

5111 Doolan Rd, Livermore, CA 94551 Phone: 925-944-6363 Fax:925-476-1588 Email: SA.ACS@ATT.net

July 12, 2023

Estimate for CIDH Pile Testing Services Roseville Parkway OH

Attn: Knight - Joe Reyes

Scope: Perform GGL on 54 CIDH piles @ 24" x ~39 to 49' w/ 2 Tubes/pile.
Assume 4 trips with at least 10 piles/trip and 4 reports.

QTY.	DESCRIPTION	RATE / UNIT	COST
GGL FIELD TESTING			
54	GGL or CSL Equipment/Logging Charge	\$180.00 /pile	\$9,720.00
0	Minimum daily field charge (Regardless of Piles/day)	\$1,300.00 /day	\$0.00
?	Weekend/ holiday/ Special Shift Charge	\$400.00 /day	?
REPORT / ANALYSIS/ ENGINEERING CHARGES			
4	GGL or CSL Test Report submittals	\$650.00 / each	\$2,600.00
0	Caltrans PDDF Forms (If Required)	\$100.00 / each	\$0.00
0	CSL Test Reports (if required)	\$700.00 / each	\$0.00
?	Engineer for meetings,standby at site, Training, or Mitigation	\$200.00 /hr	?
0	Certified Payroll Reports (if required)	\$150.00 / each	\$0.00
TRAVEL / MOB EXPENSES			
4	Equipment Mobilization/vehicle/ travel costs	\$800.00 / each	\$3,200.00
0	Overnight charge for consecutive field days out of town	\$150.00 /day	\$0.00
Total Estimate			\$15,520.00

Notes & Terms:

- a) At least 7 days notice; the job may then be postponed with 24 hrs notice if necessary without charges.
If we receive less than 7 days notice, additional mobilization expenses may be negotiated.
- b) Standby charge of \$200/ hr will be charged if engineer must wait for access to piles for testing
- c) Working conditions for our engineer which conform with OSHA requirements AND SAFE ACCESS TO PILES
This quote is valid for 90 days.
- d) All PVC inspection tubes **must** be BLOWN DRY PRIOR TO TESTING AND SOUNDED WITH A DUMMY PROBE TO ENSURE THE TUBES ARE CLEAR AND STRAIGHT. THE DUMMY PROBE MUST BE A 60-INCH LONG BY 1.25-INCH PIECE OF STEEL PIPE AND PASS FREELY FROM TOP TO BOTTOM OF EACH TUBE.
- e) Quote assumes ACS insurance per attached certificate is acceptable as-is and that client will list ACS as a direct cost vendor rather than a sub-consultant/ sub contractor and that FAR Title 48 & 49 requirements do not apply to ACS.

Please sign below indicating you accept the above rates and terms and agree to pay in full within 30 days of receipt of invoice. Please return signed quote by fax.

This quote is valid for 90 days.

Company	Date
Print name & title	Signature

Abe Construction Services, Inc.

5111 Doolan Rd, Livermore, CA 94551 Phone: 925-944-6363 Fax:925-476-1588 Email: SA.ACS@ATT.net

August 10, 2023

Estimate for CIDH Pile Testing Services Roseville Parkway Power Poles

Attn: Knight - Joe Reyes

Scope: Perform GGL on 2 Power Pole CIDH piles @ 60"D x ~20'L w/ 5 Tubes/pile.
Assume 1 trip and 1 report.

QTY.	DESCRIPTION	RATE / UNIT	COST
GGL FIELD TESTING			
2	GGL or CSL Equipment/Logging Charge	\$650.00 /pile	\$1,300.00
0	Minimum daily field charge (Regardless of Piles/day)	\$1,300.00 /day	\$0.00
?	Weekend/ holiday/ Special Shift Charge	\$400.00 /day	?
REPORT / ANALYSIS/ ENGINEERING CHARGES			
1	GGL or CSL Test Report submittals	\$650.00 / each	\$650.00
0	Caltrans PDDF Forms (If Required)	\$100.00 / each	\$0.00
0	CSL Test Reports (if required)	\$700.00 / each	\$0.00
?	Engineer for meetings,standby at site, Training, or Mitigation	\$200.00 /hr	?
0	Certified Payroll Reports (if required)	\$150.00 / each	\$0.00
TRAVEL / MOB EXPENSES			
1	Equipment Mobilization/vehicle/ travel costs	\$800.00 / each	\$800.00
0	Overnight charge for consecutive field days out of town	\$150.00 /day	\$0.00
Total Estimate			\$2,750.00

Notes & Terms:

- a) At least 7 days notice; the job may then be postponed with 24 hrs notice if necessary without charges.
If we receive less than 7 days notice, additional mobilization expenses may be negotiated.
- b) Standby charge of \$200/ hr will be charged if engineer must wait for access to piles for testing
- c) Working conditions for our engineer which conform with OSHA requirements AND SAFE ACCESS TO PILES
This quote is valid for 90 days.
- d) All PVC inspection tubes **must** be BLOWN DRY PRIOR TO TESTING AND SOUNDED WITH A DUMMY PROBE TO ENSURE THE TUBES ARE CLEAR AND STRAIGHT. THE DUMMY PROBE MUST BE A 60-INCH LONG BY 1.25-INCH PIECE OF STEEL PIPE AND PASS FREELY FROM TOP TO BOTTOM OF EACH TUBE.
- e) Quote assumes ACS insurance per attached certificate is acceptable as-is and that client will list ACS as a direct cost vendor rather than a sub-cunsultant/ sub contractor and that FAR Title 48 & 49 requirements do not apply to ACS.

Please sign below indicating you accept the above rates and terms and agree to pay in full within 30 days of receipt of invoice. Please return signed qote by fax.

This quote is valid for 90 days.

Company	Date
Print name & title	Signature

ORDINANCE NO. 6709

ORDINANCE OF THE COUNCIL OF THE CITY OF ROSEVILLE
AUTHORIZING CERTAIN AMENDMENTS TO THE FISCAL YEAR 2023-24
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 2023-24, is hereby amended as listed on the attached budget adjustment for the Roseville Parkway Extension 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: Jesse Khatkar, Associate Engineer FISCAL YEAR: 2023-24
PREPARER NAME & TITLE: Jesse Khatkar, Associate Engineer COUNCIL DATE (if applicable): 9/6/2023
DEPARTMENT/DIVISION: Public Works - Engineering ORDINANCE: _____

EXPENDITURES/EXPENSES/TRANSFERS OUT

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3151	6587	84001	500078	26,630,000	Increase Capital Outlay - CIP Projects budget
3151	5080	84001	500078	690,000	Increase Internal Project Labor budget
TOTAL				27,320,000	

REVENUES/TRANSFERS IN

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
TOTAL				-	

NET ADJUSTMENT	27,320,000
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FUND BALANCE

ACCOUNT STRING				BUDGET (\$)	DESCRIPTION
Fund	Account	Center	Project	Adjustment	
3151	5501	00000		(27,320,000)	Reduce Traffic Mitigation Fund Balance
TOTAL				(27,320,000)	

Justification for Budget Adjustment:

A budget adjustment in the amount of \$27,320,000 is requested to fund the construction of 500078 - Roseville Parkway Extension Project. The additional funding will cover construction costs, construction management, and staff costs to complete the project.

The current budget is \$4,137,000 and the revised project budget will be \$31,457,000. This project is funded by 3151 - Traffic Mitigation Fund; adequate resources are available.

REQUIRED APPROVALS:

Stephen J. Kemer 8/16/23
REQUESTING DEPARTMENT HEAD / DESIGNEE DATE

Scott Pettingell
Digitally signed by Scott Pettingell
Date: 2023.08.17 15:45:10 -07'00'

CHIEF FINANCIAL OFFICER / DESIGNEE DATE

Nancy Rothlisberger
Digitally signed by Nancy Rothlisberger
Date: 2023.08.17 12:40:13 -07'00'

BUDGET MANAGER / DESIGNEE DATE

CITY MANAGER / DESIGNEE DATE

BUDGET DEPARTMENT USE ONLY:

POSTED BY DATE